



# AGENDA

Special Call  
Community Redevelopment Agency  
Meeting  
Wednesday, December 17, 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>
.....		
<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 Board Meeting Minutes of November 5, 2008 Tab 1
2. Notification of Change Order # 4 to Chris Wayne and Associates, Inc. for the Replacement Pump on 9<sup>th</sup> Street Tab 2

**F. DISCUSSION AND POSSIBLE ACTION:**

3. Award of Building Demolition Contract for 723-755 Foresteria Drive, Bid 05-2008 to BG Group in the Amount of \$163,250 Tab 3
4. University of Miami School of Architectural Proposal for Services Tab 4

**G. BOARD MEMBER COMMENTS**

**H. EXECUTIVE DIRECTOR COMMENTS**

**I. ADJOURNMENT**

# Consent Agenda

# TAB 1

**Community Redevelopment Agency  
Agenda Request Form**

Meeting Date: December 17, 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 type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other:                      |  |

SUBJECT: CRA Special Call Meeting Minutes of November 5, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of November 5, 2008.

Approved by Executive Director *W. Davis*

Date: *12/9/08*

*[Signature]*  
Deputy Clerk

*12/3/08*  
Date of Actual Submittal

<b>Originating Department:</b> Town Clerk	Costs: \$ N/A Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <i>YML</i> <input type="checkbox"/> Town Manager
<b>Advertised:</b> 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 <input checked="" type="checkbox"/> _____ Please initial one.

Summary Explanation/Background:



**Town of Lake Park**  
**Special Call**  
**Community Redevelopment Agency Meeting**  
**Town Hall Commission Chambers**  
**535 Park Avenue, Florida 33403**  
**Wednesday, November 5, 2008 7:30 p.m.**

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, November 5, 2008 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Daly, Board Members Balius, Carey, Osterman, Suiter, and Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez Lemley.

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

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Board Member Balius to approve the agenda; Board Member Carey 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 5-0.

**Consent Agenda**

1. Special Call CRA Board Meeting Minutes of October 15, 2008
2. Notification of Expenditure for Reimbursement Services Relating to Alleyway Project for Calvin Giordano & Associates
3. Notification of Change Order #3 to CWA for the Park Avenue Streetscape Project
4. Resolution No. 62-11-08 Reimbursement of Funds to CRA

**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 5-0.

**Discussion and Possible Action:**

**Logo and Banner Layout Selection**

Executive Director Davis explained that the board had been provided examples of various logos for the CRA and that the board has narrowed down a style and color and would be finalizing their decision on a logo which will be used on the Community Redevelopment Agency's banners, business cards and letterhead.

Ms. Phillips introduced herself to the board and reviewed the material that was provided to the board (see Exhibit "A").

The Board reviewed and discussed the logo examples and gave their opinions.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Board Member Carey to approve the third example of the Community Redevelopment Agency's new logo business card with the lettering for Community Redevelopment Agency in aqua on page 15 (see Exhibit "A") of the logo and banner layout booklet; Board Member Francois 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 5-0.

**Motion:** A motion was made by Board Member Suiter to approve the new Community Redevelopment Agency letterhead style on page 16 (see Exhibit "A") of the logo and banner layout booklet and to have the lettering for Community Redevelopment Agency in aqua; Vice-Chair Daly made the second.

Vote on Motion:

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

Motion passed 5-0.

Executive Director Davis asked if the board wanted their names listed on the letterhead.

**The Board came to consensus to keep the letterhead simple with just a contact person listed.**

**Motion:** A motion was made by Board Member Carey to approve the new Community Redevelopment Agency letterhead style on page 8 and 10 (see Exhibit "A") of the



**logo and banner layout booklet; 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 5-0.

**Motion: A motion was made by Board Member Osterman to approve the new Community Redevelopment Agency logo on page 2 (see Exhibit "A") of the logo and banner layout booklet with the Town of Lake Park written in dark blue and the Community Redevelopment Agency written in aqua; Board Member Carey 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 5-0.

## CRA BOARD MEMBER COMMENTS

### **Chair DuBois**

None

### **Vice-Chair Daly**

None

### **Board Member Carey**

None

### **Board Member Balius**

None

### **Board Member Osterman**

None

### **Board Member Suiter**

None

### **Board Member Francois**

None

**Executive Director Maria Davis** stated that there would be another second change order forthcoming on the Park Avenue Streetscape Project due to another irrigation pump failure.

**ADJOURNMENT**

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Carey and seconded by Board Member Balius, and by unanimous vote, the meeting adjourned at 8:05 p.m.

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

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

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

(Town Seal)

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

# TAB 2

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

Meeting Date: December 17, 2008

Agenda Item No. *Tab 2*

- |   |   |
|---|---|
| <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:** Notification of Park Avenue Streetscape Change Order # 4

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Executive Director *W. Davis* Date: *12/17/08*

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

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

<b>Originating Department:</b>  <b>Executive Director</b>	<b>Costs: \$5,590</b>  <b>Funding Source:</b> Acct. # _____	<b>Attachments:</b> <b>Change Order Form</b>
<b>Department Review:</b> <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 _____
<b>Advertised:</b> 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 _____:  <i>Please initial one.</i>

**Summary Explanation/Background:** At its November 5, 2008 meeting, the Board was notified by the Executive Director that a second existing irrigation pump located on 9<sup>th</sup> Street and Park Avenue failed and that it was being replaced for an amount of \$1,790.

**Additionally, the Executive Director authorized the contractor to prune the existing Royal Palms and Oak Trees to create a neat and orderly appearance with the finished landscape in the amount of \$3,800. These two expenditures are added to the original contract in the form of Change order # 4 in the amount of \$5,590 which brings the contract to a grand total of \$301,980.**

CHRIS WAYNE AND ASSOCIATES, INC.

CHANGE ORDER - 4

TO OWNER:

TOWN OF LAKE PARK  
535 PARK AVE

LAKE PARK, FLORIDA 33403

FROM CONTRACTOR:

CHRIS WAYNE AND ASSOCIATES, INC.  
15863 97TH DRIVE NORTH  
JUPITER, FL 33476

PROJECT NAME: P O NUMBER 54440 - PARK  
AVENUE STREETSCAPE IMPROVEMENTS

ARCHITECT OF RECORD:

CONTRACT DATE: 12/20/07  
CONTRACT FOR: LANDSCAPE  
CONSTRUCTION

CONTRACT NO:  
PERIOD OF: NOVEMBER 04, 2008

COPIES FURNISHED TO:

OWNER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

Specify \_\_\_\_\_

Description of item causing purpose of this CHANGE ORDER:

Replace 9th Street pump with self priming StaRite centrifugal 5 HP pump. \$1,790.00.

Prune all Royal Palms and Oak Trees in accordance with Best Management Practices to create a neat and orderly appearance and to promote healthy growth and to limit liability of fawns falling on vehicular and pedestrian traffic. \$3,800.00

1. ACTUAL COST OF ITEM.....	\$	5,590.00
2. ANTICIPATED COST .....	\$	0.00
3. DIFFERENCE (Line 1 - 2).....	\$	5,590.00
4. TOTAL AMOUNT DUE FROM THIS CHANGE ORDER .....	\$	5,590.00

CONTRACTOR:

By: *[Signature]* Date: 11/4/08

Print: Christopher W. DeLage, P.E.A.

OWNER:

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

Print: \_\_\_\_\_

# TAB 3



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

**Meeting Date:** December 17, 2007

Agenda Item No. *Tab 3*

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

**SUBJECT:** Award of Contract to The BG Group for Bid No. 05-2008, Building Demolition, 723-755 Foresteria Drive, in the amount of \$163,250.

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Executive Director *[Signature]* Date: *12/9/08*

Richard Pittman/CRA Project Manager  
Name/Title

December 8, 2008  
Date of Actual Submittal

<b>Originating Department:</b> Executive Director	<b>Costs:</b> \$ 163,250.00  <b>Funding Source:</b> CRA Property Acquisition Acct. # 110-55-552-520-61500	<b>Attachments:</b> Bid Tabulation
<b>Department Review:</b> <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 _____
<b>Advertised:</b> Date: <u>Sept. 28, 2008</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case: <u>RDP</u> <u>RDP</u> Please initial one.

**Summary Explanation/Background:** In August of this year the CRA purchased the apartment buildings addressed as 723-755 Foresteria Drive. The property became available through a foreclosure and was purchased with a planned demolition of the buildings to provide for future parking for businesses on Park Avenue. The apartment buildings contain twenty-nine rental units. The majority of the tenants had vacated the property prior to the closing on the property. All of the tenants were out of the buildings prior to the demolition project being advertised for bid. The buildings have since been used for training purposes by the Palm Beach County Sheriff and Fire Rescue departments.

Bid number 05-2008, Building Demolition, 723-755 Foresteria Drive was advertised for bid on September 28, 2008. Bids were opened November 25, 2008 with twelve bids having been received. The BG Group submitted the low bid in the amount of \$163,250.00 (see attached bid tabulation).

The demolition project includes the placement of a wind screen on the existing fence to help contain dust and debris on site. Water will also be used to minimize dust. In addition to building demolition and disposal, removal of the trees, vegetation and all concrete slabs and underground piping is included in the bid.

A major item of the project is the environmental concerns. Asbestos containing materials have been identified inside the buildings and will require removal and disposal under regulated conditions prior to the buildings being demolished. This asbestos removal is included in the bid. The Palm Beach County Department of Environmental Health and Engineering serving as the Department of Environmental Protection will be reviewing the contractor's work plan for removal of asbestos containing materials and issuing a permit. The contract bid item "L" provides unit price adjustments based on quantities of regulated materials required to be removed. A deduct to the contract price based on measured quantities is anticipated.

The contract allows ninety calendar days to complete the project from the Notice to Proceed date.

The BG Group is based in Boca Raton. The company has been in business since 2003 specializing in building demolition. The BG Group has an annual contract with Palm Beach County and the City of Miami and an extensive list of demolition projects accomplished for the public and private sectors. Their subcontractor for asbestos abatement is ACT. The BG Group and ACT are considered a "good combination" by the Palm Beach County Department of Environmental Health and Engineering.

Restoration of the site is not included in the contract. A separate contract is proposed to accomplish soil improvements, sod and irrigation system on the property.

Approval of Award of Contract to The BG Group is recommended.

**BID TABULATION**  
**BUILDING DEMOLITION 723-755 FORESTERIA DRIVE**  
**BID NUMBER 05-2008 CRA PROJECT NUMBER 0810**

BID OPENING 11/25/08

BID ITEM DESCRIPTION	UNIT	COMPANY						
		THE BG GROUP	PAW MATERIALS	CUBACOR	ALL PHASE SERVICES	SUNRISE SYS. OF BREVARD	PALM BEACH GROUP	CROSS CONST. SERVICES
		\$	\$	\$	\$	\$	\$	\$
A INDEMNIFICATION	JOB	100.00	100.00	100.00	100.00	100.00	100.00	100.00
B REGISTRATION, PERMITS, MOBILIZATION	L.S.	1,500.00	3,755.40	1,000.00	2,500.00	2,050.00	9,100.00	10,000.00
C WIND SCREEN & FILTER FABRIC	L.S.	1,630.00	1,900.00	2,300.00	3,850.00	4,595.00	7,000.00	6,650.00
D ASBESTOS REMOVAL WORK PLAN	L.S.	800.00	500.00	800.00	2,000.00	1,225.00	12,000.00	200.00
E ENVIRONMENTAL CONSULTANT OVERSIGHT	L.S.	10,350.00	10,500.00	10,350.00	12,000.00	15,000.00	7,500.00	14,600.00
F REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL	L.S.	103,700.00	102,043.00	103,700.00	57,500.00	94,589.00	25,000.00	119,085.00
G DISPOSAL OF BUILDING CONTENTS	L.S.	700.00	5,007.00	XXXXX	5,000.00	510.00	15,000.00	4,770.00
H. TREE, VEGETATION & GRASS REMOVAL	L.S.	700.00	1,001.44	XXXXX	5,000.00	817.00	3,500.00	6,800.00
I BUILDING DEMOLITION & DISPOSAL	L.S.	42,070.00	35,050.40	47,860.00	75,000.00	52,787.00	95,000.00	38,490.00
J SITE CLEARING, GRADING & CLEANUP	L.S.	500.00	2,503.60	1,500.00	4,500.00	715.00	9,000.00	7,480.00
K MISCELLANEOUS INCL. FENCE MODIFICATION OFF-SITE CLEANUP, DUST CONTROL, UTILITY DISCONNECT & PLUG, PRESERVE WELL, SLATTED WALL REMOVAL, MEETING WITH TOWN AND P.B. COUNTY DEPT OF ENVIRONMENTAL HEALTH AND ENGINEERING	L.S.	1,200.00	2,753.96	XXXXX	4,000.00	1,225.00	7,000.00	4,925.00
<b>TOTAL ITEMS A. thru K.</b>		<b>163,250.00</b>	<b>165,116.00</b>	<b>167,610.00</b>	<b>*171,450.00</b>	<b>*173,613.00</b>	<b>190,200.00</b>	<b>213,100.00</b>
L ADJUSTMENT FOR QUANTITIES OF ASBESTOS CONTAINING MATERIAL								
Wall Material add/deduct	\$/s f	1.10	XXXXX	1.10	0.95	1.49	2.00	1.25
Textured Ceiling Material add/deduct	\$/s f	1.95	XXXXX	1.95	1.80	1.38	2.00	2.75
Popcorn Ceiling Finish add/deduct	\$/s f	2.00	XXXXX	2.00	1.60	1.31	2.00	2.75
Floor and/or Mastic add/deduct	\$/s f	1.50	XXXXX	1.50	2.00	1.60	2.00	1.50
M Deduct Item "E" (Environmental Consultant to be provided by Town * CORRECTED	L.S.	10,350.00	10,350.00	10,350.00	12,000.00	15,000.00	7,500.00	14,800.00

PAGE 1 OF 2

TABULATED BY Richard Petman, CRA Project Manager

**BID TABULATION**  
**BUILDING DEMOLITION 723-755 FORESTERIA DRIVE**  
**BID NUMBER 05-2008 CRA PROJECT NUMBER 0810**

BID OPENING 11/25/08

COMPANY							
BID ITEM DESCRIPTION	UNIT	RKC LAND DEVELOPMENT	BERG DEMOLITION	KIMMINS CONTRACTING	LVI SERVICES	CST ENVIRONMENTAL	
		\$	\$	\$	\$	\$	
A INDEMNIFICATION	JOB	100 00	100 00	100.00	100 00	100 00	
B REGISTRATION, PERMITS, MOBILIZATION	L S	2,500 00	38,500 00	15,000.00	2,500 00	14,300 00	
C WIND SCREEN & FILTER FABRIC	L S	2,917 00	1,500 00	2,000 00	7,300 00	5,200 00	
D ASBESTOS REMOVAL WORK PLAN	L S	XXXXX	1,250 00	2,000 00	500 00	4,800 00	
E ENVIRONMENTAL CONSULTANT OVERSIGHT	L S	XXXXX	7,000 00	2,700 00	11,250 00	26,000 00	
F REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL	L.S.	138,500 00	128,800 00	145,000 00	205,000 00	210,000 00	
G DISPOSAL OF BUILDING CONTENTS	L.S.	XXXXX	4,000.00	3,500 00	2,500 00	3,800 00	
H TREE, VEGETATION & GRASS REMOVAL	L S	1,200 00	1,300 00	3,875 00	1,500 00	5,000 00	
I BUILDING DEMOLITION & DISPOSAL	L S	62,315 00	50,000.00	119,700.00	75,100 00	60,000 00	
J SITE CLEARING, GRADING & CLEANUP	L.S.	XXXXX	1,500 00	1,000 00	1,000 00	10,000 00	
K MISCELLANEOUS INCL FENCE MODIFICATION OFF-SITE CLEANUP, DUST CONTROL, UTILITY DISCONNECT & PLUG, PRESERVE WELL, SLATTED WALL REMOVAL, MEETING WITH TOWN AND P.B COUNTY DEPT OF ENVIRONMENTAL HEALTH AND ENGINEERING	L.S.	15,763 00	5,000 00	1,500 00	2,500 00	10,000 00	
<b>TOTAL ITEMS A. thru K.</b>		<b>223,295.00</b>	<b>238,950.00</b>	<b>296,175.00</b>	<b>309,150.00</b>	<b>349,200.00</b>	
L ADJUSTMENT FOR QUANTITIES OF ASBESTOS CONTAINING MATERIAL							
Wall Material add/deduct	\$/s f	XXXXX	2 50	1 56	2 00	3 00	
Textured Ceiling Matenal add/deduct	\$/s f.	XXXXX	2.50	2.19	2.95	1.40	
Popcorn Ceiling Finish add/deduct	\$/s f.	XXXXX	2.50	2.19	3.05	2.85	
Floor and or Mastic add/deduct	\$/s.f	XXXXX	2 50	1 56	2 05	1 50	
M Deduct Item "E" (Environmental Consultant) to be provided by Town	L S	XXXXX	7,000 00	2,700 00	11,250 00	26,000 00	

PAGE 2 OF 2

TABULATED BY Richard Pitman, CRA Project Manager

# TAB 4

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

**Meeting Date: December 17, 2008**

Agenda Item No. *Tab 4*

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

**SUBJECT: University of Miami School of Architectural Proposal for Services**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Executive Director *[Signature]* Date: *12/12/08*

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

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

<b>Originating Department:</b>  Executive Director	<b>Costs: \$12,000</b> <b>Funding Source:</b> <b>Professional Services</b> Acct. #	<b>Attachments:</b> <b>UM Proposal for Services</b>
<b>Department Review:</b> <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 _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background: Staff met with Director Sonia Chow and Professor Allan Shulman to discuss the overall design and the production of a master plan for Park Avenue and the adjacent business district. It was determined that a "two pronged" approach would be the best course of action.**

**The immediate priority is façade improvement design criteria and an attendant manual for the Park Avenue business district. The overall approach would be to provide the Town with a master plan for the CRA.**

**Contingent upon Board approval it was agreed that the project would commence in mid-January 2009. Attached is the University's standard "general" agreement. A more specific scope of work is forthcoming and will be presented to you at the next Board meeting. This agreement is being presented at this point in time so as to not delay the commencement of work in January.**

**Director Chow indicated that there will be up to 12 graduate students working on the project. Staff has reviewed the proposal and found the cost of services to be reasonable and in line for a non-profit graduate student project.**

**PROPOSAL FOR SERVICES**  
**TOWN OF LAKE PARK, FL DESIGN STUDIO**

[DRAFT]

**NAME:** University of Miami  
School of Architecture  
Center for Urban & Community Design

**ADDRESS:** 1223 Dickinson Drive, 49B, 101  
Coral Gables, Florida 33146

**PHONE:** 305-284-3439, 305-284-5597 fax

**CONTACT:** Sonia Cháo, Director schao@miami.edu  
Carolina Moscoso, Research Affiliate cmoscoso@arc.miami.edu  
Luis Valdes Bartroli, Office Assistant lvaldes@arc.miami.edu

**WEB:** <http://arc.miami.edu/community/center-for-urban-community-design>



**STATEMENT OF WORK PRODUCT:**

**GENERAL DESCRIPTION AND SCOPE**

As defined by \_\_\_\_\_ (hereafter referred to as the "Client") we understand the general scope of work addressed by this proposal to be an Upper Level Studio Design course on \_\_\_\_\_.

The University of Miami School of Architecture's Center for Urban and Community Design ("CUCD") will coordinate an Upper Level Design Studio titled \_\_\_\_\_, the central focus of which will be \_\_\_\_\_ (hereinafter the "Project"). The Course will be led by Prof. Sonia Cháo and Prof. Allan Shulman and will result in a detailed articulation of a vision, as defined during the progression of the course.

For CUCD mission please See Attachment A.

**STUDIO TEAM/PARTICIPANTS**

The Studio meetings will be conducted by the University of Miami faculty and guest lecturers. The Studio Team will consist of School of Architecture faculty members, alumni, students and local professionals, as deemed appropriate. Faculty member Allan Shulman will coordinate and lead the design studio and all activities related to the course. The CUCD will be responsible for arranging the participation of guest lecturers in studio activities and any travel arrangements.

**PROJECT PREPARATION**

The Client shall forward to the CUCD any data, files, drawings, archival materials, designs, plans or information which Client has related to the Studio or Client's or third-parties' development or operational plans (the "Project Information") as they become available. Inasmuch as the Project is non-specific in nature and no Project work will be committed in advance for use on any specific commercial enterprise, such Project Information will be offered to the Studio solely for the purpose of providing the students and their advisors with real-world, hypothetical data to guide them in their creative efforts and the CUCD shall not be responsible for any inaccuracies or corrections in such Project Information.

CUCD will advise Client if CUCD knows of inconsistencies between or questions arising because of the Project Information provided by Client and the independent analysis performed by CUCD.

Upon CUCD's request, Client shall designate an individual ("Client's Representative") as its agent for all purposes in dealing with the CUCD. The CUCD team and any consultant(s) will be authorized to deal directly with, and rely upon, the Client's Representative for all purposes hereunder, and all references in this Agreement to Client shall be deemed to refer as well to the Client's Representative. CUCD is not authorized to rely solely on the Client Representative to amend this Agreement. Any such amendment will require separately confirmed Client board of director authorization.

## SCOPE OF SERVICES

### *STUDIO*

To be performed by the CUCD/S&T studio under the leadership of Allan Shulman (hereinafter "Basic Services"):

- Compilation of documentation provided by client
- Coordination of ancillary resources required for the course, including studio meeting spaces
- Coordination of pre-course meeting between Client, SOA Faculty, CUCD Director and possibly other parties involved, if required
- Analysis of work to a degree that will sufficiently allow the team to complete their designs.
- Street Sections as required. (min. of 2 sections).
- Studio site visit
- Provision of information attained to the Client for its media and communication efforts

### *POST-STUDIO*

- Preparation of course findings; this report will contain the major findings and recommendations that result from the Studio process, including, as appropriate, drawings, sketches and/or written recommendations. The final report will be submitted as an electronic version in pdf format. The report shall be used solely in matters related to the Agreement. *The CUCD shall be deemed the author of the report and shall retain all common law, statutory and other reserved rights under applicable copyright laws.*
- Feedback on schematic design and reasonable response to Client based on mutual review and post-studio discussion.
- The report may be used by Client in connection with planning and development of the Project.
- The use of The University of Miami or the CUCD's logo may not be utilized without prior written approval.

## OWNERSHIP OF MATERIAL

Any design produced during the course of the Studio will remain the intellectual property of the student and the UM School of Architecture CUCD. Anything that bears the University of Miami (UM), School of Architecture (SOA) or Center for Urban & Community Design (CUCD) logo may not be used for any purpose without prior written approval.

## ADDITIONAL SERVICES

The following services are available in addition to the Basic Services outlined in the "Schedule of Fees" attached hereto and incorporated herein as Attachment "C" (the "Basic Service"). Any such additional services would be provided at additional cost only in response to a written request by Client:

- Preparation of presentation models, 3D or computer generated models.
- Substantial revision of design schemes due to new programmatic input.
- Services of consultants for structural, electrical, mechanical, lighting engineering, traffic, landscape, economic revitalization, and marketing outside of coursework.
- Reproductions, reprographics, photographic materials and prints
- Renderings including rendered perspectives, plans and sections, etc.
- Recommendations on development incentives
- Recommendations on enhanced economic viability
- Facilitating and seeking public input in the form of public forum discussions and meetings with residential and commercial property owners, business owners, developers, and the general public, if so required prior to or post Studio
- Other services deemed necessary to enhance the project
- Presentations to 3<sup>rd</sup> parties, including county, city, or state agencies

**TERMS AND COMPENSATION**

Basic Services will be provided for the fixed fee described in the Schedule of Fees in Attachment “C”, and shall be paid to the University of Miami School of Architecture, Center for Urban and Community Design as follows:

Payment due upon execution of this agreement	\$6,000 (six thousand dollars)
Payment due within 30 days, after execution date of this agreement	\$6,000 (six thousand dollars)

**SERVICE COSTS:**

See Attachment C.

**REFERENCES:**

**Barbara Gomez-Rodriguez, Director  
City of Miami  
Department of Community Development  
444 SW 2 Avenue, 2nd Floor  
Miami, Florida 33130  
305-416-2080**

**Mayor John Hornbuckle  
Village of Biscayne Park  
640 NE 114 Street  
Biscayne Park, Fl 33161  
305-899-8000 X214  
jhornbuckle@biscayneparkfl.gov**

**Ms. Joyce Newman, President  
Riviera Neighborhood Association  
305-667-4339  
newmanjoy@aol.com**

**AGREEMENT**

Contractor:  
Center for Urban & Community Design  
(CUCD)

Client/Agency:  
Town of Lake Park, FL

\_\_\_\_\_  
Principal Investigator Date  
Sonia R. Cháo, Director  
Center for Urban & Community Design

\_\_\_\_\_  
Authorizing Official Date  
Maria Davis  
Town Manager

\_\_\_\_\_  
Authorizing Official Date  
Elizabeth Plater-Zyberk, Dean  
University of Miami, School of Architecture

\_\_\_\_\_  
Authorizing Official Date  
Don O'Donniley  
CRA Economic Development Director

\_\_\_\_\_  
Mr. Alan Fish, Vice President Date  
University of Miami, Business Services

Cc: Elizabeth Plater-Zyberk, Dean  
University of Miami School of Architecture

Clients Initials \_\_\_\_\_ 5  
Consultants Initials \_\_\_\_\_

## **Attachment A**

### **The Center for Urban & Community Design University of Miami School of Architecture**

#### **CUCD Staff:**

Sonia Chao, Director  
Carolina Moscoso, Research Affiliate  
Luis Valdes, Office Assistant

#### **Mission:**

The Center for Urban and Community Design fosters a collaborative interdisciplinary approach that supports the people, places and processes essential for creating and sustaining family oriented and environmentally responsible communities.

The CUCD has from its inception, at the heels of Hurricane Andrew in 1992, sought to serve as a facilitator, bringing to bear the extensive variety of individual knowledge and understanding required to address the multifaceted and wide-ranging physical limitations and opportunities of South Florida. The main conduit of the CUCD's civic engagement is academically based community service. The goal is to continue to support our local community, at large, so the quality of life in Miami Dade County's towns, cities and unincorporated areas may further improve and consequently, all reap the benefits.

The CUCD also recognizes Miami's cultural diversity and that our faculty and students are a reflection of this melting pot reality. Miami's strategic geographic location has placed it as an educational, political and business center, thus becoming the gateway for the Caribbean and Latin America. The CUCD's goal is to extend its ties to these surrounding regions and assist faculty and students in their research and collaborations with our neighbors.

The CUCD is committed to environmental sustainability and seeks to offer undergraduate and graduate students a full range of experiences with opportunities to participate directly with communities in design-build or green architecture projects that are supportive of the New Urbanism principles. An integrated design studio affords students the opportunity to learn first hand of the complete building process and, cutting across a range of social, environmental and physical issues. The goal of the Center is to develop international exchange programs, forge partnerships with local professional institutions and to offer lectures that in concert would support the School's priorities by developing forums that more closely examine and discuss the social and physical challenges of sustainable design in the tropics.

#### **Contact Information:**

University of Miami, School of Architecture  
Center for Urban & Community Design  
1223 Dickinson Drive, 49B, 101  
Coral Gables, Florida 33186  
Tel. 305-284-3439 Fax. 305-284-5597  
Sonia Chao, [schao@miami.edu](mailto:schao@miami.edu)  
<http://arc.miami.edu/community/center-for-urban-community-design>

**Attachment C**  
**Schedule of Fees**

**PROPOSAL FOR SERVICES**

December 10, 2008

<b><u>Task</u></b>	<b><u>Stipulated Sum</u></b>
Task 1	
Total payment: (A payment of \$6,000 (six thousand dollars) is required to be delivered upon execution of the Agreement, and a second payment of \$6,000 (six thousand dollars) is required within 30 days, after execution date of this agreement.)	\$ 12,000
Task 2	
Additional Service and Support	Hourly <sup>2</sup>

<sup>1</sup> Exclusive of all reimbursable expenses and additional services not included in the Basic Service.

<sup>2</sup> Based on the hourly rates shown below.

<b><u>HOURLY RATES</u></b>	
<b><u>Category</u></b>	<b><u>Hourly Rate</u></b>
Administrative Director	\$225
Director	\$175
Management Director	\$155
Project Manager / Project Leader	\$135
Project Designer/Planner	\$100
Graphic Designer	\$90
CADD Manager	\$80
CADD Technician	\$60
Administrative Assistant	\$60
Research Assistant	\$60
Technician/Draftsman	\$50
Clerical	\$45

Note: All consultant fees are in addition to the fees and costs set forth in this proposal and Agreement, and can be submitted upon request (consultants: i.e. structural, electrical, mechanical, lighting engineering, surveying, retail, traffic, landscape, economic revitalization, marketing, etc.).

Clients Initials \_\_\_\_\_ 7  
 Consultants Initials \_\_\_\_\_

## Attachment D - Schedule of Terms and Conditions

University of Miami School of Architecture  
Center for Urban & Community Design

Date Submitted: 12/10/08  
Project Name: Town of Lake Park [TBD]

### I. Fees for Services

- A. CUCD shall be paid hereunder in accordance with the schedule of payments by task outlined in the Agreement or, if no such schedule of payment by tasks is included, in accordance with CUCD's normal billing practices.
- B. For time related tasks, including those hourly tasks for any additional work orders not included in the Basic Service, CUCD shall be compensated at the Hourly Fee Rates corresponding to the services performed by the designated individuals shown in Attachment "C" of the Agreement. No such additional services shall be performed except by written request of Client.
- C. Schedule of Services:  
Additional Services: Only in response to written request of Client.
- D. Terms and Compensation:  
Basic Services will be provided for a fixed fee to be paid to the University of Miami School of Architecture, Center for Urban and Community Design as follows:  
Initial payment: \$6,000 (six thousand dollars) is required to be delivered upon execution of the agreement.  
Last payment: \$6,000 (six thousand dollars) is required within 30 days, after execution date of this agreement.
- E. Client acknowledges that the CUCD's fees are not contingent on the Client's success or failure in any land use approval process, bid/proposal procurement process or competition, in any litigation or public referendum conducted in connection with the Project or otherwise affecting the Project or on the Client's sale or continued ownership of the Property. Payment is due as set forth herein whether or not the Client proceeds with the Project.
- F. The CUCD does not carry comprehensive professional liability coverage.
- G. The CUCD team shall be comprised of faculty, students and alumni, thus the work executed in relation to this project shall not be deemed as professional services and the CUCD shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project, since these are solely the building architects', engineers', consultants', or contractors' responsibilities under their contracts with the Client. The CUCD shall not be responsible for any consultants' or contractors' schedules, delays and/or failure to carry out the work in accordance with the contract documents. The CUCD shall not be liable for the acts or omissions of the building architects, engineers, consultants, contractors, subcontractors, or their agents or employees, or of any other persons performing services for the Client.

Client shall indemnify, defend and hold harmless CUCD, its trustees, officers, faculty, agents, employees, and students from and against any and all damage, liabilities, claims, losses, lawsuits, judgments costs and/or expenses including reasonable attorney's fees through the appellate levels, which may be incurred by or brought against the foregoing arising directly or indirectly from or reasonably attributable to (a) any gross negligence or intentional wrongdoing of Client, persons, contractors, subcontractors and/or consultants under its control, its agents or employees, or (b) *any breach or alleged breach by Client of the warranties or representations contained herein.*

## II. Reimbursable Expenses

- A. Project related costs, referred to as direct expenses, including those of consultants, incurred only by written request of the Client, would be in addition to the fee for Basic Services and billed to Client at a multiple of one-and-fifteen hundredths (1.15) times the actual cost to CUCD without discounts. Reimbursable expenses to CUCD shall include all expenditures (other than direct personnel and normal overhead expenses) made in the interest of the Project, including, but not limited to, transportation and living accommodations when traveling in connection with the requirements of the Project; drafting equipment and materials, automobile mileage; long distance telephone calls, faxing, and other communications; photocopying, printing of drawings and specifications, printing cover and exhibit graphics, printing, collation, and assembly of reports; graphics and display boards; fees paid to governmental authorities in connection with the project; photography; film; model materials; equipment and furniture rental; traffic counting; postage; event catering and delivery charges on any of the preceding.
- B. Other Consultants – Subconsultants, engaged by CUCD for project services, are in addition to the fees for Basic Services and shall be billed at a multiple of one-and-fifteen hundredths (1.15) times the amount billed to CUCD.
- C. CADD – For Computer-Aided Design and Drafting (CADD), CUCD services shall be billed as follows:  
CADD at \$20 per machine hour.  
The above charges are exclusive of personnel costs.

## III. Payments

- A. Payment – A payment of \$6,000 (six thousand dollars) is required to be delivered upon execution of the Agreement, and a second payment of \$6,000 (six thousand dollars) is required within 30 days, after execution date of this agreement.
- B. Submittal and Payment of Invoices – Invoices for additional services authorized by written request of Client shall be submitted on a monthly basis. Payment shall be due upon receipt and no later than the \_\_\_ day of each month. The Client agrees to pay interest of 1.5% per month to be calculated from the next day of the date on each invoice, on any invoice balances outstanding more than sixty (60) days beyond the due date of the invoice. CUCD reserves the right to withhold work products or to stop work until payment is received in full. The Client assures CUCD that financial arrangements have been made to fulfill the Client's obligations under this Agreement. The Client agrees that CUCD shall not be required to provide backup, in the form of hourly detail for any kind, in support of invoicing for stipulated sum tasks.

CUCD shall be entitled to reimbursement of all costs actually incurred in collecting overdue accounts under this contract, including, without limitation, legal fees and costs through appeal. Client shall have no right of setoff or deduction from payments due CUCD outlined in this Agreement.

## IV. General Terms

- A. Acceptance and Review –
- B. The proposal to which these terms and conditions are attached is subject to renegotiation if not accepted by the Client in writing within 30 days. If an extension is desired the Client shall notify CUCD in writing prior to the expiration date. When accepted, the attached proposal and these terms and conditions shall become the "Agreement".
- C. Ownership of Property / Construction Lien – In the event that Client is not the record owner of the Property, CUCD may consider the Client's signature as evidence that the Client has the Owner's permission and consent to enter into this Agreement. Client shall

Clients Initials \_\_\_\_\_ 9  
Consultants Initials \_\_\_\_\_



provide CUCD, within 30 calendar days of the execution of this Agreement, the legal description of specific parcel or parcels of real property referred in this Agreement and the name(s) and addresses of the actual legal owners of the Property. It shall be the Client's responsibility to inform CUCD of any change in ownership, and provide the same owner information described before, or any other change in circumstances that may affect CUCD's ability to place a Construction Lien on the property for payments not received according to the terms of this Agreement. The Client hereby acknowledges and agrees that CUCD's services are professional services that shall be performed in the practice of CUCD's profession as a designer, planner, or other professional in connection with the specific parcel or parcels of real property referred to in this Agreement and that CUCD shall be entitled to a lien upon such real property for the money owing to CUCD for such service pursuant to Section 713.03, Florida Statutes (1989 or its successor), or otherwise pursuant to law or equity. CUCD has the right to notify any or all of these property owners that CUCD holds these owners responsible for all unpaid fees and reimbursable expenses and that CUCD will place a construction lien on their property for any unpaid amounts.

- D. Termination – Either party may terminate this Agreement for any reason by delivery of written notice to the other party, seven (7) days in advance. In the event of termination full payment shall be made for the fees for all services performed through the termination date, all project expenses then due, and for all termination expenses. If the Agreement is terminated prior to the completion of the services described herein, use of any interim reports or other documentation is limited to the Client's internal purposes and no distribution thereof to others shall be made without CUCD's specific written authorization.

#### V. Use of Name

- A. Client shall not, without prior written consent of the University of Miami's Vice President of Business Services, or his designee: (a) use the names, marks or logos of the University of Miami or any of its affiliates, subsidiaries, groups or divisions; or, (b) publicly discuss the financial details of this agreement, such written consent not to be unreasonably withheld. Notwithstanding the foregoing, to optimize the public relations benefit to Client of the relationship formalized by this agreement, subject to the prior approval of the University of Miami's Vice President of Business Services, or his designee, Client may publicly announce, advertise, and otherwise publish the operational nature of such relationship, including but not limited to the goals of the course, activities of the students and faculty, the nature of the resulting product(s), the results of any competition, provided that such publicity shall not suggest or imply any endorsement, approval, responsibility or liability on the part of the University of Miami with respect to any products and or services of the Client.

The foregoing restrictions shall not apply in the event of a media interview or talk show appearance when it is not possible for the Client to obtain the prior approval of the University's Vice President for Business Services, or his designee, for use of the University name. In such limited occurrences, Client can describe the nature of the relationship between the parties, the resulting product(s), and the result of any competition but shall not suggest or imply any endorsement, approval, responsibility or liability on the part of the University of Miami with regard to any products and/or services of the Client.

This Agreement and all subsequent agreements and amendments shall be governed and construed in accordance with the laws of the State of Florida. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts residing in Miami-Dade County, Florida.

Clients Initials \_\_\_\_\_ 10  
Consultants Initials \_\_\_\_\_