



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, May 21, 2024 AT 1:30 PM

**TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN
BLVD., HIGHLAND BEACH, FL**

Town Commission

**Natasha Moore
David Stern
Evalyn David
Donald Peters
Judith M. Goldberg**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin**

**Town Manager
Town Clerk
Town Attorney**

-
- 1. CALL TO ORDER**
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. APPROVAL OF THE AGENDA**
 - 5. PRESENTATIONS / PROCLAMATIONS**

A. Resolution No. 2024-013

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

B. Recognizing and Commending Town Manager Marshall Labadie

- 6. PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

7. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

8. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

March 26, 2024 Town Commission Special Meeting Minutes

B. Approve and authorize the renewal of the permit Class V Injection Well System.

C. Approve and authorize the Mayor to execute contracts with the top five (5) ranked firms for Request for Qualification (RFQ) NO. 24-001 for Continuing Professional Engineering, Architectural, Surveying and Mapping Consulting Services (CCNA).

Baxter & Woodman, Inc.
Hazen and Sawyer
Colliers Engineering & Design
Craig A. Smith & Associates
Caulfield & Wheeler Inc.

9. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Final Fire Rescue Implementation Update

B. Florida Department of Transportation (FDOT) RRR Project Update

C. Resolution No. 2024-008

A Resolution of the Town Commission of the Town of Highland Beach, Florida, dedicating the Highland Beach Fire Rescue Department, Station No. 120 in honor of Former Mayor Douglas Hillman; and providing for an effective date.

10. **NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Approve and authorize Town Staff to proceed with a purchase order for the rehabilitation and media replacement for two (2) scrubbers and one (1) degasifiers at Water Treatment Plant in accordance with the Town Standard Procurement.

11. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

12. TOWN ATTORNEY'S REPORT**13. TOWN MANAGER'S REPORT****14. ANNOUNCEMENTS****Board Vacancies****Meetings and Events**

May 27, 2024 Town Hall Closed in Observance of Memorial Day

June 04, 2024 1:30 P.M. Town Commission Meeting

June 11, 2024 1:00 P.M. Code Enforcement Board Regular Meeting

June 14, 2024 9:30 A.M. Planning Board Regular Meeting

Board Action Report

None.

15. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

File Attachments for Item:

A. Resolution No. 2024-013

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE May 21, 2024
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2024-013

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2024-013 ratifying the selection, appointments, and term of office of a member of the Financial Advisory Board (FAB); and providing for an effective date.

On April 30, 2024, one (1) Board Members term ended which created one (1) vacancy for a three year term ending on April 30, 2027.

The Town Clerk's Office received one (1) board application for Town Commission consideration. The applicant's name are as follows:

Margarita Chappelear (Casa Del Lago)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Human Resources Division reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Margarita Chappelear application and vetting form.
Resolution No. 2024-013

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2024-013 for one applicant to serve a term as outlined in the resolution.



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Ron Reame

DATE: 12/20/2023

SUBJECT: Initial Vetting of Applicant

=====

On 12/20/2023 (date), I met with Margarita Chappellear (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

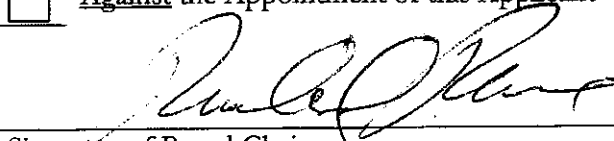
Detail Explanation:

Maggie is well qualified for this position. She has the background and experience. And she has a very analytical background. Has strong computer skills.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☒ For the Appointment of this Applicant

☐ Against the Appointment of this Applicant



Signature of Board Chairperson



Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561) 278-4548 Fax: (561) 265-3582

RECEIVED

DEC 20 2023

Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Margarita (Maggie) Chappelle PHONE: 571-438-2299
HOME ADDRESS: 1015 Bel Air Drive #1 APT. NO. #1
SUBDIVISION: Casa Del Lago EMAIL ADDRESS: maggiechappelle@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

<u>#1</u> ✓ <u>Board of Adjustment & Appeals</u>	<u>#3</u> <u>Code Enforcement Board</u>
<u>#1</u> ✓ <u>Financial Advisory Board</u>	<u> </u> <u>Natural Resources Preservation Board</u>
<u>#2</u> <u>Planning Board</u>	<u> </u> <u>Town Commission *** (If vacancy)</u>
	<u> </u> <u>Other Board /Committee</u>

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Are you currently serving on a Town Board?	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>
Have you ever served on a Town Board/Committee?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Natural Resources Board

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes ☒ No ☐

REV. 10-2022 CLERK-LG

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

Accounting background, business/marketing degree, computer skills - Excel and others, and have already served on a Board in Highland Beach and am familiar w/ meeting procedures + attendance

Please summarize your volunteer experience(s):

- Natural Resources Board co-chair 2020-2023
- Ran for Highland Beach Commissioner 2023
- Current + helping w/ Milani Park Pocket Park
- Worked w/ Town Manager + Police Chief for ICW Marine Patrol Boat ◦ Dune Restoration Presentation for Town

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a 2023 Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

Margaret Chen
Signature of Applicant

12-18-2023
Date

☒ Resume Attached

Margarita O. Chappellear

1015 Bel Air Drive #1
Highland Beach, Florida 33487
571-438-2299
maggiechappellear@gmail.com

REAL ESTATE DEVELOPER/COMPTROLLER

EDUCATION:

Florida Atlantic University

- ☐ Doctoral Candidate (Ed.D.)
- ☐ Specialist Degree in Curriculum & Instruction (Ed.S.)
- ☐ Master's Degree in Elementary Education

Florida State University

- ☐ B.S. Business Marketing

Northern Virginia Community College

- ☐ Interior Design

CURRENT LICENSES HELD IN FLORIDA

Professional Educator's Certificate

Real Estate Broker's License (current)

LANGUAGES: BI-LINGUAL SPANISH

Experience

MANAGING PARTNER-EASTLAND REALTY PARTNERS, LLC.

Highland Beach, Florida- present

Managing partner and Real Estate Broker for Florida-based real estate LLC
Specializing in Multi-family and mixed-use properties.

MANAGING PARTNER- PROPERTY MANAGEMENT/MARKETING/SALES

Underwood Farms, Charlotte Hall, Maryland - present

Managing partner overseeing the development and sale of a 450+ acre real estate vacant land deal located in Southern Maryland. Duties include property management of on-site rental properties, budgeting and accounting, contract administration, marketing and sales of lots for sale, and the planning and design of future phases.

CASA DEL LAGO ASSOCIATION, INC

President/Treasurer -present

Educator/Grant Writer/Curriculum and Instruction

Olympic Height High School (Grades 9-12) Science-Biology Education

Educator of Gifted Students: Boca Raton Middle School

(Grades 7-8) Middle School Science

Accounting

Comptroller, Eastland Development Corporation

Responsible for budgeting, project management, and cash outlays of two real estate developments in excess of \$30 Million. Conducted market research, analysis of data and creation of Pro Formas to evaluate potential projects. Accounting duties included budgeting, purchasing, monthly construction draws, and negotiation of contracts. Managerial responsibilities included supervision of employees who assisted in day to day operations of the department. Prior to serving as comptroller, was company's office manager.

Property Manager, Residential Property Investors, Inc.

Responsible for the day-to-day operations of a portfolio of single-family homes, condominiums, and land trusts in excess of \$25 Million for real estate syndication firm.

Community Service

- ☐ Co-Chair Natural Resources Board Highland Beach, Florida
- ☐ Junior League of Boca Raton

Grants/Acknowledgements

- ☐ Citibank Success Fund Grant Recipient
- ☐ Palm Beach County Schools International Support & Multicultural Awareness Fund Grant,
- ☐ Nominee, "Teacher of the Year" Palm Beach County Schools

Languages: Fluent in Spanish

Computer Skills: Microsoft Office-Excel, Word, PowerPoint, Adobe-Illustrator and In-Design, AUTO CAD, and SketchUp

REFERENCES: AVAILABLE UPON REQUEST



RESOLUTION NO. 2024-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE FINANCIAL ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 4, Sec. 2-155 of the Town's Code of Ordinances establishes the Financial Advisory Board and governs the membership, qualification, function, and rules of the Financial Advisory Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Financial Advisory Board; and

WHEREAS, on April 30, 2024, one (1) Board Members term ended, thereby opening one (1) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received one (1) applications for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the Chairperson of the Financial Advisory Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Financial Advisory Board have submitted a board application for the Town Commission's consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:**

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Financial Advisory Board for a three year term ending April 30, 2027, as follows:

Board Member

Margarita Chappelear

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this
21st day of **May 2024.**

ATTEST:

Natasha Moore, Mayor

**REVIEWED
SUFFICIENCY**

FOR

LEGAL

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Evalyn David
Commissioner Donald Peters
Commissioner Judith M. Goldberg

File Attachments for Item:

B. Recognizing and Commending Town Manager Marshall Labadie

The Town of Highland Beach, Florida

Proclamation

**RECOGNIZING AND COMMENDING
TOWN MANAGER MARSHALL LABADIE**

- WHEREAS,** The members of the Town of Highland Beach gather today to commemorate the significant milestone of the implementation of the Town's First Fire Rescue Department and
- WHEREAS,** In 2021, the Town Commission authorized a comprehensive study of Fire Rescue services for the Town and determine the feasibility of creating its own Fire Rescue Department; and
- WHEREAS,** A referendum was passed with the Town residents voting overwhelmingly to start their own Fire Rescue Department; and
- WHEREAS,** The Town Manager Marshall Labadie was charged with the responsibility of all aspects of creating a Fire Rescue Department for the Town, which involved the decision making for; research and development of costs, securing funds, identifying Fire Rescue service requirements and expectations, seeking out and obtaining county and state certifications and requirements, selecting a Fire Chief and Command Staff personnel, navigating Mutual Aid obligations, and building a Firehouse; and
- WHEREAS,** In April of 2024, the new Highland Beach Fire House was built and finished on schedule and under budget; and
- WHEREAS,** On May 1, 2024, the Highland Beach Fire Rescue started providing fire rescue services to the Town residents; and
- WHEREAS,** The Town of Highland Beach Florida recognizes the exceptional work of the Town Manager Marshall Labadie, whose leadership, perseverance, oversight, and management were responsible for the successful creation of our own Highland Beach Fire Rescue Department.

NOW, THEREFORE, I NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby recognizes:

Marshall Labadie

for his tenacity and unwavering commitment to the Town Highland Beach community.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 21st day of May 2024.

NATASHA MOORE
MAYOR



File Attachments for Item:

A. Approval of Meeting Minutes

March 26, 2024 Town Commission Special Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN TOWN COMMISSION SPECIAL MEETING / SWEARING IN CEREMONY MINUTES

LIBRARY COMMUNITY ROOM, 3618 S. OCEAN
BLVD., HIGHLAND BEACH, FL

Date: March 26, 2024
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Judith Goldberg
Commissioner Donald Peters
Commissioner Evalyn David
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

Mayor Moore made the proposed changes to Section 6:

Moved Item 6.B., Resolution No. 2024-006 as the first item followed by Item 6.A., Resolution No. 2024-004 as the second item, and renamed Section 6 as Resolutions.

MOTION: David/Goldberg - Moved to approve the agenda as amended, which passed unanimously 6 to 0.

5. PUBLIC COMMENTS

Mr. Ronald Reame provided comments.

6. RESOLUTIONS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Resolution No. 2024-006 (Formally Item 6.B.)

A Resolution of the Town Commission of the Town of Highland Beach, Florida, for assistance 2024 under the Florida Inland Navigation District – Waterways Assistance Program and providing for an effective date.

Mayor Moore read the title of Resolution No. 2024-006.

Chief of Police Craig Hartmann presented this item followed by Town Commission discussions concerning the Florida Inland Navigation District – Waterways Assistance program for a 50% matching grant to fund phase one (design) of a town-owned dock on town property behind the library for the police and fire-rescue departments.

Town Manager Labadie will add the boat dock project to the Strategic Priorities list.

MOTION: David/Goldberg - Moved to adopt Resolution No. 2024-006. Upon roll call: Commissioner David (Yes), Commissioner Goldberg (Yes), Commissioner Peters (Yes), Vice Mayor Stern (Yes), and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

B. Resolution No. 2024-004 (Formally Item 6.A.)

A Resolution of the of the Town Commission of the Town of Highland Beach, Florida, declaring each unopposed candidate elected to office and providing for an effective date.

Mayor Moore read the title of Resolution No. 2024-004.

MOTION: David/Peters - Moved to adopt Resolution No. 2024-004. Upon roll call: Commissioner David (Yes), Commissioner Peters (Yes), Commissioner Goldberg (Yes), Vice Mayor Stern (Yes), and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

7. SWEARING IN OF ELECTED OFFICIALS

Town Clerk Gaskins administered the Oath of Office and swore in the elected officials as follows:

Natasha Moore - Office of Mayor-Commissioner

David Stern - Office of Vice Mayor-Commissioner

Judith Goldberg - Office of Commissioner

- 8. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Fire Rescue Implementation Update

Town Manager Labadie provided an update on the temporary certificate of occupancy, fire rescue personnel, final construction punch list, May 1st Fire Rescue Department go live, signage, and painting Town Hall.

Assistant Fire Chief Matthew Welhaf also provided an update on fire rescue as it relates to personnel, landscaping, planning of the April 19 Fire Rescue Opening ceremony and the pre-fire plans.

It was suggested to add “electric bikes” as a point of discussion to the Strategic Priorities Plan.

Mayor Moore opened public comments.

Mr. Jack Halpern provided comments.

Mr. Ron Reame provided comments.

B. Continued discussion of Milani Park.

Mayor Moore provided an update on her meetings with most of the County Commissioners, and she has to meet with one more County Commissioner. The Board of County Commissioners of Palm Beach County meeting agendas are being monitored. The town is following the consultants suggested course of action. In addition, Town Manager Labadie will contact each Town Commissioner to provide them with secondary background information. An appraiser has been ordered on the property.

9. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg thanked her colleague and everyone for their support.

Commissioner Donald Peters also thanked everyone.

Commissioner Evalyn David commented that the Town Commission worked well together. She thanked her colleague and the voters.

Vice Mayor David Stern thanked everyone and the voters.

Mayor Natasha Moore thanked the voters and everyone for their participation. She thanked Town staff. Congratulations to Vice Mayor Stern and Commissioner Goldberg.

10. TOWN ATTORNEY’S REPORT

11. TOWN MANAGER'S REPORT

Town Manager Labadie thanked and congratulated the Town Commission.

12. ANNOUNCEMENTS

April 02, 2024 1:30 P.M. Town Commission Meeting

13. ADJOURNMENT

The meeting was adjourned at 2:28 P.M.

APPROVED: May 21, 2024, Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

Lanelda Gaskins, MMC
Town Clerk

05/21/2024

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

B. Approve and authorize the renewal of the permit Class V Injection Well System.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE: May 21, 2024

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve Injection Well System Permit Renewal Cost

SUMMARY:

We are seeking approval for the renewal of our permit Class V Injection Well System. Our permit (FDEP UIC Permit No. 0183706-007-008-UO/50) is set to expire on 9/12/2024. The permit renewal process happens every five years. Hazen and Sawyer will be the engineers managing the permit renewal process.

An injection well is used for the disposal of the brine or concentrate that is a byproduct of the RO process. Reverse Osmosis is a water purification process that uses a partially permeable membrane to remove ions, unwanted molecules, and larger particles from drinking water. However, this process produces concentrated brine waste, which needs to be disposed of properly. This is often done through injection wells, where the brine is injected deep into the ground, typically into a saline aquifer, to prevent contamination of fresh water sources.

If you have any questions on the Injection Well Permit or process, please feel free to call me.

FISCAL IMPACT:

\$57,300; Professional Fees 401-533.000-531.000

ATTACHMENTS:

P.O. No. 24-0924

RECOMMENDATION:

Commission approval.

PURCHASE ORDER

Town of Highland Beach

**DATE****P.O. No.****24-0924****SUPPLIER:**

VENDOR: 01520
HAZEN AND SAWYER, D.P.C.
77 NEWBRIDGE RD.
HICKSVILLE, NY 11801
PH:
FX:

SHIP TO:

WATER TREATMENT PLANT
DAVID RICHARDS
3616 SOUTH OCEAN BLVD
HIGHLAND BEACH, FL 33487
PH: (561) 243-2084
FX:
DRICHARDS@HIGHLANDBEACH.US

BILL TO:

TOWN OF HIGHLAND BEACH
ATTN: ACCOUNTS PAYABLE
3614 SOUTH OCEAN BLVD.
HIGHLAND BEACH, FL 33487
PH: (561) 278-4548

DEPARTMENT

PUBLIC WORKS/WATER/WASTEWATER

REQUESTOR

DAVID RICHARDS

ACCOUNT**QTY****UNIT****DESCRIPTION/TASK****ACCOUNT****UNIT PRICE****AMOUNT**

1.00	EACH	INJECTION WELL SYSTEM PERMIT RENEWAL	401-533.000-531.000	57,300.00	57,300.00
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TOTAL:**\$57,300.00****COMMENTS / SPECIAL INSTRUCTIONS:**

CLASS V INJECTION WELL SYSTEM PERMIT RENEWAL PROCESS. (SIW-1, SIW-2, SMW-1 AND DMW-2) FDEP UIC PERMIT NO. 0183706-007-008-UO/50. CURRENT PERMIT SET TO EXPIRE ON 9/12/2024.

AUTHORIZED SIGNATURE

TOWN OF HIGHLAND BEACH GENERAL TERMS AND CONDITIONS

Acceptance of Purchase Order:

This Purchase Order is the Town's offer to purchase the goods and/or services described on the reverse side from the Vendor. The Town's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order. Unless otherwise stated, the terms and conditions of this Purchase Order shall supersede any terms and conditions in Vendor's bid, quote or other written materials submitted to the Town by Vendor.

Amendments:

No agreement or understanding to modify this Purchase Order shall be binding upon the Town unless in writing and signed by the Town's authorized agent. All specifications, drawings, and data submitted to the Vendor with this Purchase Order are hereby incorporated and made a part hereof.

Compliance with Laws:

The Vendor certifies that in performing under this Purchase Order, it will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Delivery:

All prices must be F.O.B. destination. Time is of the essence on this Purchase Order. If completed deliveries are not made at the time agreed, the Town reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the Town, in writing, of the earliest possible shipping date for acceptance by the Town.

E-Verify:

The Vendor is required to comply with the E-Verify requirements of section 448.095(2), Florida Statutes, which include, but are not limited to, registering and using the E-Verify system to verify the work authorization status of all newly hired employees and requiring all subcontractors (providing services or receiving funding under this order) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees. Failure to comply with section 448.095(2), Florida Statutes, shall be grounds for termination of this order and may prevent the Vendor from being awarded any future order or contract for at least one year and liable to the Town for any additional costs incurred by the Town as a result of the termination of this order.

Indemnity:

Vendor shall be fully liable for the action of its agents, officers, employees, partners or subcontractors and shall fully indemnify, defend and hold harmless the Town and its officers, agents and employees from suits, actions, damages and costs of every nature and description, including reasonable attorney's fees, arising from or relating to personal injuries, damages to real or personal property and infringement of a trademark, copyright, patent trade secret or intellectual property, that is alleged to be caused in whole or in part by Vendor, its agents, officers, employees, or subcontractors; provided however that the Vendor shall not indemnify for the portion of any loss caused by the negligent acts or omissions of the Town, its officers, agents or employees. Nothing in this purchase order shall be construed or deemed as a waiver of the Town's right to sovereign immunity nor as an agreement by the Town to be sued. There are no third-party beneficiaries to this order.

Independent Contractor:

The Vendor, together with its employees, officers, agents, and subcontractors, shall at all times be independent contractors and at no time or in any manner be considered or deemed employees, joint venturers, partners, agents, or representative of the Town.

Inspection:

Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the Town. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Inspector General:

The Vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this order and to demand and obtain records and testimony from the Vendor and its subcontractors. The Vendor understands and agrees that the failure of the Vendor or its subcontractors to fully cooperate with the Inspector General may be deemed a material breach of this order justifying its immediate termination by the Town.

Insurance:

Unless otherwise stated in this order, the Vendor shall maintain (i) general liability insurance (including coverage for death, bodily injury, products and completed operations liability and property damage) in an amount no less than \$1M/occurrence, \$2M/aggregate; (ii) worker's compensation and employees' liability insurance in compliance with Chapter 440, Florida Statutes; and, (iii) business automobile liability insurance (occurrence form policy) in an amount of \$500,000/occurrence (combined single limit for bodily injury and property damage).

Laws Governing:

This Purchase Order shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this Purchase Order shall be in the Circuit Court for the 15th Judicial Circuit, Palm Beach County, Florida.

Material Safety Data Sheets:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the Town at the time of purchase or delivery.

Payment:

All invoices shall be addressed to the ordering department, Town of Highland Beach, 3614 S Ocean Blvd, Highland Beach, FL 33487 as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

Public Records:

The Town is a public agency subject to Chapter 119, Florida Statutes, and the Vendor, to the extent applicable, shall comply with Florida's Public Records Law (Chapter 119, Florida Statutes) as follows:

- Keep and maintain public records necessary to perform this order.
- Upon request from the Town's custodian of records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
- Ensure that public records that are exempt or confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of this order.

- Upon completion of this order, transfer, at no cost to the Town, all public records in possession of the Vendor, or keep and maintain public records required by the Town to perform this order. If the Vendor transfers all public records to the Town upon completion of this order, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records in a format that is compatible with the information technology systems of the Town.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487, LGASKINS@HIGHLANDBEACH.US, (561) 278-4548.

Risk of Loss:

Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the Town. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

Scrutinized Companies* 287.135 and 215.473:

As provided in section 287.135, Florida Statutes, the Vendor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. Vendor further certifies that it and its affiliates have not been placed on the convicted vendor list under section 287.133, Florida Statutes. The Town and Vendor agree that the Town will have the right to immediately terminate this order if the Vendor, its authorized subcontractors, or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Termination:

Upon thirty (30) calendar days' written notice to Vendor, Town may, without cause and without prejudice to any other right or remedy, terminate this Purchase Order for Town's convenience. The notice of termination to Vendor must state that the Purchase Order is being terminated for the convenience of the Town under this termination clause, the effective date of the termination, and the extent of termination. Vendor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Vendor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.

Uniform Commercial Code:

All applicable portions of the Florida Uniform Commercial Code shall govern this contract with the Town.

Warranty:

The Vendor warrants to the Town that all goods and services furnished hereunder will conform in all respects to the terms of this Purchase Order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. Unless a longer period is provided herein, for the contracted commodities and/or services, Vendor shall provide to the Town a one-year warranty as follows:

- a) against poor workmanship for all services rendered by Vendor;
- b) for all products, materials or equipment provided by the Vendor in the course of providing services to the Town; and,
- c) for all commodities sold to the Town.

The warranty period shall begin on the date of acceptance by the Town.

TOWN SHALL CHECK THE FOLLOWING IF APPLICABLE:

Longer Warranty is applicable and shall be (define warranty period):

If there an Agreement/Contract authorizing the Purchase Order, please indicate with an "X":
_____. The terms of said Agreement/Contract shall supersede conflicting terms, if any, in the Purchase Order.

and following completion of this order if the Vendor does not transfer the records to the Town.

File Attachments for Item:

C. Approve and authorize the Mayor to execute contracts with the top five (5) ranked firms for Request for Qualification (RFQ) NO. 24-001 for Continuing Professional Engineering, Architectural, Surveying and Mapping Consulting Services (CCNA).

Baxter & Woodman, Inc. Hazen and Sawyer Colliers Engineering & Design Craig A. Smith & Associates Caulfield & Wheeler Inc.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 5/21/2024

SUBMITTED BY: Skender Coma, Management Analyst

SUBJECT: EXECUTE AGREEMENTS WITH THE TOP FIVE (5) RANKED FIRMS FOR RFQ NO. 24-001: CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)

SUMMARY:

On February 20th, 2024, the Town Commission authorized staff to initiate negotiations with the top five (5) ranked firms from RFQ No. 24-001, which are as follows:

1. Baxter & Woodman, Inc.
2. Hazen and Sawyer
3. Colliers Engineering & Design
4. Craig A. Smith & Associates
5. Caulfield & Wheeler Inc.

All five agreements have been reviewed for legal sufficiency and submitted for execution.

FISCAL IMPACT:

N/A (Dependent on individual task orders)

ATTACHMENTS:

Agreements for each of the top five ranked firms.

RECOMMENDATION:

Execute all five agreements for Continuing Professional Consulting Services (CCNA).

CONTRACT FOR CONTINUING PROFESSIONAL SERVICES (CCNA)

THIS CONTRACT ("Contract") is entered into by and between the **Town of Highland Beach**, Florida, a municipal corporation ("Town") and **Baxter & Woodman, Inc.** ("Firm") on ____ day of _____, 2024.

RECITALS

WHEREAS, the Town issued RFQ No. 24-001 for Continuing Professional Engineering, Architectural, Landscape Architectural, Surveying and Mapping Consulting Services (CCNA) ("RFQ") and has selected the Firm to perform the non-exclusive services; and,

WHEREAS, the Firm has agreed to the terms and conditions of the Contract and has submitted a Fee Schedule which is attached hereto as **Exhibit A** and incorporated herein; and,

WHEREAS, the Town Commission has determined that it is in the best interests of Town to enter into this Contract with the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: FIRM'S SERVICES.

a. **Scope of Services.** The Firm shall provide the services specifically set forth in the RFQ and the Firm's qualification statement ("Qualifications"). Both the RFQ issued by the Town and the Qualifications are incorporated herein by reference as if set forth in full.

b. **Task Orders.** When the Town identifies a need for the Firm's services, the Town will request a proposal from the Firm to provide the services requested. The Firm's proposal will be based on the Fee Schedule agreed to by the Town and shall be submitted in a form approved by the Town. If a subconsultant(s) is to be utilized for services under a task order, the Firm shall obtain a written proposal from the subconsultant(s) and attach the same to the Firm's proposal submitted to the Town. Upon receipt of the Firm's proposal, the Town shall decide in its sole discretion whether to award the task order to the Firm. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within his purchasing authority) or the Town Commission. If the task order is awarded to the Firm, the Firm shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the Firm's receipt of a fully executed task order for the services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Contract shall have any claim under this Contract or otherwise against the Town for compensation of any kind under this Contract. The relationship between the Town and Firm is that of independent contractors, and

neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Contract is for five (5) years. The parties may agree in writing to renew this Contract for an additional three (3) one-year periods.

b. Termination without cause. In addition to other rights the Town may have at law and pursuant to the Contract with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of any services under this Contract or the RFQ, in whole or in part, at any time upon written notice to the Firm. The Town shall effectuate such Termination for Convenience by delivering to the Firm a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Firm shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

Stop the Work specified as terminated in the Notice of Termination for Convenience;

Immediately deliver to the Town all records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all equipment or materials already installed or purchased.

Upon issuance of such Notice of Termination for Convenience, the Firm shall only be entitled to payment for that work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the any work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the audit.

c. Termination for cause. Either party may terminate this Contract at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Contract. The party electing to terminate this Contract shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If the breach is for non-payment, the breaching party shall have five (5) days from the date of the notice to remedy the breach for non-payment. If such corrective action is not taken within the required time, then this Contract shall terminate at the end of the required time without further notice or demand.

d. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract

(and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Firm shall be paid for services rendered through and including the date of termination.

SECTION 5: COMPENSATION.

a. The Town agrees to compensate the Firm for the services performed in accordance with and not to exceed the hourly rates set forth in **Exhibit A (Fee Schedule)** and the budget for each task order. The fee schedule shall be the basis for all fees proposed by the Firm and in any approved task order. Said fee schedule shall remain in effect for the initial five (5) year term of this Contract. Thereafter, the Firm may request reasonable increases in the hourly rates, and the same will be negotiated by the parties in good faith. The Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Contract and not set forth in **Exhibit A**. Further, the Town shall not be responsible for the payment of any reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. If reimbursable, out-of-pocket expenses are not listed in the Fee Schedule, the hourly rates are deemed to be all inclusive of such costs and expenses. Prior to the Town's payment of any subconsultant costs, the Firm shall provide the Town with the subconsultant's proposal, and the Town shall approve, disapprove, or negotiate the proposal with the Firm.

b. The Town agrees that it will use its best effort to pay the Firm within thirty (30) calendar days from presentation of the Firm's itemized report and invoice and approval of the Town's representative. The Firm shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

c. In accordance with Section 287.055, Florida Statutes, as amended from time to time, professional services under the continuing services contract will be for projects that do not exceed \$4,000,000 in estimated construction costs or \$500,000 in estimated professional services for a study activity. Any changes to these statutory amounts shall automatically apply to this Contract on the effective date of such changes.

SECTION 6: INDEMNIFICATION.

a. The Firm, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers, employees, and representatives from any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate

levels), to the extent caused by the negligent action, omission, recklessness or intentionally wrongful conduct of the Firm and/or other persons employed or utilized by the Firm in the performance of the services under this Contract, including but not limited to subconsultants.

b. Nothing contained in this Contract shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract.

SECTION 7: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations	\$1, 000,000 per occurrence
Contractual, insurance broad form property, Independent Auditor, personal injury)	\$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation	\$ statutory limits

Including employer's liability insurance	\$ 100,000 per occurrence
	\$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Contract.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 12: LAW, VENUE, REMEDIES, AND ENFORCEMENT COSTS. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Town shall not be liable to the Firm for any special, incidental, or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 14: NONDISCRIMINATION. The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 15: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 16: TAXES; ACCESS AND AUDITS.

16.1 The Town is exempt from payment of Florida State Sales and Use Tax.

16.2 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract or as otherwise required by law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will the Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 18: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Firm, shall be sent to:

Baxter & Woodman, Inc.
Attn: Rebecca Travis, Executive Vice President
1601 Forum Place, Suite 400
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 19: ENTIRETY OF CONTRACT. The Town and the Firm agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 20: WAIVER; SEVERABILITY. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 22: MATERIALITY. All provisions of the Contract shall be deemed material.

SECTION 23: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Town.

SECTION 24: SURVIVABILITY. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 25: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract. The parties agree to accept the execution of this Contract by electronic means.

SECTION 26: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Firm acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 27: PUBLIC RECORDS. Firm shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from public agencies custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform

the service. If the Firm transfers all public records to the Owner upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

Failure of the Firm to comply with the requirements of this section shall be a material breach of the Contract, and the Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

SECTION 28: THIRD PARTY BENEFICIARIES. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm.

SECTION 29: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the RFQ, this Contract, the Qualifications and the Fee Schedule (**Exhibit A**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. Any conflicts among the documents shall be resolved in the following order: this Contract, Fee Schedule, the RFQ, and the Qualifications. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;

b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Contract) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;

c. Maintain copies of all subconsultant affidavits for the duration of this Contract;

d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and

f. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Continuing Professional Consulting Services as of the day and year set forth below by the Town.

FIRM: BAXTER & WOODMAN, INC.

BY: 

Signature of Authorized Representative

Print name and position: Rebecca Travis, Executive Vice President

TOWN OF HIGHLAND BEACH:

Attest:

Date: _____

By: _____

Lanelda Gaskins, MMC
Town Clerk

By: _____

Natasha Moore
Mayor

Approved as to Form and
Legal Sufficiency:

By: _____

Len Rubin
Town Attorney

Town of Highland Beach

BAXTER & WOODMAN, INC.
2024 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$260
Vice President	\$250
Engineer VII	\$240
Engineer VI	\$230
Engineer V	\$210
Engineer IV	\$195
Engineer III	\$175
Engineer II	\$155
Engineer I	\$135
Engineering Intern	\$80
Construction Manager II	\$200
Construction Manager I	\$180
Engineering Tech V	\$180
Engineering Tech IV	\$155
Engineering Tech III	\$140
Engineering Tech II	\$120
Engineering Tech I	\$100
Environmental Scientist II	\$130
Environmental Scientist I	\$110
Spatial Technology Manager	\$195
Spatial Technology Professional III	\$170
Spatial Technology Professional II	\$140
Spatial Technology Professional I	\$130
Production Manager	\$180
CADD Tech III	\$150
CADD Tech II	\$135
CADD Tech I	\$100
Administrative Support I to IV	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV IT	\$120
Professional I to III	\$120
Data Analyst I to III	\$140

BAXTER & WOODMAN, INC.
2024 DIRECT COSTS/EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

ITEM	RATES
Personal Owned Vehicle Mileage	Reimbursed at the rate set by the US Internal Revenue Service
Traffic Counters	\$50 per day
Miovision Traffic Data Collection System Flow Meter	\$300 per setup plus \$24 per hour processing
Pressure Data Logger	\$650 per month
Bathymetric Drone Boat	\$50.00 per day per unit
Streetview Camera System	\$300 per day
Underwater Drone Vehicle	\$300 per day
Pavement Management Camera System Aerial	\$500 per day
Drone LiDAR	\$500 per day
Indoor LiDAR Unit (for Revit use)	\$300 per day
Standard Aerial Drone Video/Photo Collection	\$700 per day
Advanced Digital Fieldbook	\$150 per day
Digital Fieldbook	\$1,500 per month
Riegl LiDAR	\$500 per month
Sub-Consultant Costs	\$500 per day
	Invoice costs plus 10%

CONTRACT FOR CONTINUING PROFESSIONAL SERVICES (CCNA)

THIS CONTRACT ("Contract") is entered into by and between the **Town of Highland Beach**, Florida, a municipal corporation ("Town") and **Hazen and Sawyer, P.C.** ("Firm") on ____ day of _____, 2024.

RECITALS

WHEREAS, the Town issued RFQ No. 24-001 for Continuing Professional Engineering, Architectural, Landscape Architectural, Surveying and Mapping Consulting Services (CCNA) ("RFQ") and has selected the Firm to perform the non-exclusive services; and,

WHEREAS, the Firm has agreed to the terms and conditions of the Contract and has submitted a Fee Schedule which is attached hereto as **Exhibit A** and incorporated herein; and,

WHEREAS, the Town Commission has determined that it is in the best interests of Town to enter into this Contract with the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: FIRM'S SERVICES.

a. **Scope of Services.** The Firm shall provide the services specifically set forth in the RFQ and the Firm's qualification statement ("Qualifications"). Both the RFQ issued by the Town and the Qualifications are incorporated herein by reference as if set forth in full.

b. **Ownership of Documents, etc.** All reports as well as original reports, plans, studies, memoranda, computation sheets, survey data, computer hardware or software purchased specifically for the Project, and other documents produced as a deliverable prepared by Firm in connection with the Project shall be the property of the Town unless the Town fails to pay the Firm in accordance with this Contract. Firm may retain copies of such documents. The Town's reuse of such documents on an extension of the Project or on any other project by the Town without written verification or adaptation by the Firm for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to the Firm.

c. **Task Orders.** When the Town identifies a need for the Firm's services, the Town will request a proposal from the Firm to provide the services requested. The Firm's proposal will be based on the Fee Schedule agreed to by the Town and shall be submitted in a form approved by the Town. If a subconsultant(s) is to be utilized for services under a task order, the Firm shall obtain a written proposal from the subconsultant(s) and attach the same to the Firm's proposal submitted to the Town. Upon receipt of the Firm's proposal, the Town shall decide in its sole discretion whether to award the task order to the Firm. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within his purchasing authority) or the Town Commission. If the task order is awarded to the Firm, the Firm shall commence the

identified services upon receipt of a Notice to Proceed from the Town or upon the Firm's receipt of a fully executed task order for the services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Contract shall have any claim under this Contract or otherwise against the Town for compensation of any kind under this Contract. The relationship between the Town and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Contract is for five (5) years. The parties may agree in writing to renew this Contract for an additional three (3) one-year periods.

b. Termination without cause. In addition to other rights the Town may have at law and pursuant to the Contract with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of any services under this Contract or the RFQ, in whole or in part, at any time upon at least seven (7) days written notice to the Firm. The Town shall effectuate such Termination for Convenience by delivering to the Firm a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Firm shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

Stop the Work specified as terminated in the Notice of Termination for Convenience;

Immediately deliver to the Town all records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all equipment or materials already installed or purchased.

Upon issuance of such Notice of Termination for Convenience, the Firm shall only be entitled to payment for that work satisfactorily performed up to and including the date in the Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the any work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the audit.

c. Termination for cause. Either party may terminate this Contract at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Contract. The party electing to terminate this Contract shall provide the other party with written notice specifying the nature of the breach. The party receiving

the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If the breach is for non-payment, the breaching party shall have five (5) days from the date of the notice to remedy the breach for non-payment. If such corrective action is not taken within the required time, then this Contract shall terminate at the end of the required time without further notice or demand.

d. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Firm shall be paid for services rendered through and including the date of termination.

SECTION 5: COMPENSATION.

a. The Town agrees to compensate the Firm for the services performed in accordance with and not to exceed the hourly rates set forth in **Exhibit A (Fee Schedule)** and the budget for each task order. The fee schedule shall be the basis for all fees proposed by the Firm and in any approved task order. Said fee schedule shall remain in effect for the initial five (5) year term of this Contract. Thereafter, the Firm may request reasonable increases in the hourly rates, and the same will be negotiated by the parties in good faith. The Town agrees to compensate the Firm for the costs of any pre-approved subconsultant at cost plus five percent (5%). Prior to the Town's payment of any subconsultant costs, the Firm shall provide the Town with the subconsultant's proposal, and the Town shall approve, disapprove, or negotiate the proposal with the Firm. Except as otherwise set forth herein, the Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Contract and not set forth in **Exhibit A**. Further, the Town shall not be responsible for the payment of any reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. If reimbursable, out-of-pocket expenses are not listed in the Fee Schedule, the hourly rates are deemed to be all inclusive of such costs and expenses.

b. The Town agrees to pay the Firm within thirty (30) calendar days from presentation of the Firm's itemized report and invoice and approval of the Town's representative. The Firm shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

c. In accordance with Section 287.055, Florida Statutes, as amended from time to time, professional services under the continuing services contract will be for projects that do not exceed \$4,000,000 in estimated construction costs or \$500,000 in estimated professional services for a study activity. Any changes to these statutory amounts shall automatically apply to this Contract on the effective date of such changes.

SECTION 6: INDEMNIFICATION.

a. The Firm shall indemnify and hold harmless the Town, including its officers, employees, and representatives from any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Firm and/or other persons employed or utilized by the Firm in the performance of the services under this Contract, including but not limited to subconsultants.

b. Nothing contained in this Contract shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract.

c. PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF FIRM SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES AGREEMENT.

SECTION 7: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Contract. The Town shall provide its administrative instructions, if any, to the Firm in writing.

SECTION 8: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required

hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. **The Firm shall provide City with at least thirty (30) days prior written notice should coverage afforded under any policy be canceled or non-renewed.**

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per claim and \$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000 per occurrence and aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 combine single limit
Worker's Compensation	\$ statutory limits
Including employer's liability insurance (each employee) and \$500,000 Disease (policy limit)	\$ 500,000 each accident, \$500,000 Disease

The commercial general liability and excess liability policies will name the Town as an additional insured. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Contract.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 12: LAW, VENUE, REMEDIES, AND ENFORCEMENT COSTS. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative

and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **Neither party shall be liable to the other for any special, incidental, or consequential damages of any kind whatsoever arising out of or relating in any way to this Contract.** . If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 14: NONDISCRIMINATION. The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 15: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 16: TAXES; ACCESS AND AUDITS.

16.1 The Town is exempt from payment of Florida State Sales and Use Tax.

16.2 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract or as otherwise required by law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will the Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 18: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Firm, shall be sent to:

Hazen and Sawyer, P.C.
Attn: Kurt A. Pfeffer, PE
Associate Vice President
2101 N.W. Corporate Boulevard, Suite 301
Boca Raton, Florida 33431

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 19: ENTIRETY OF CONTRACT. The Town and the Firm agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 20: WAIVER; SEVERABILITY. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 22: MATERIALITY. All provisions of the Contract shall be deemed material.

SECTION 23: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Town.

SECTION 24: SURVIVABILITY. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 25: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract. The parties agree to accept the execution of this Contract by electronic means.

SECTION 26: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Firm acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 27: PUBLIC RECORDS. Firm shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from public agencies custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform the service. If the Firm transfers all public records to the Owner upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

Failure of the Firm to comply with the requirements of this section shall be a material breach of the Contract, and the Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

SECTION 28: THIRD PARTY BENEFICIARIES. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm.

SECTION 29: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the RFQ, this Contract, the Qualifications and the Fee Schedule (**Exhibit A**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. Any conflicts among the documents shall be resolved in the following order: this Contract, Fee Schedule, the RFQ, and the Qualifications. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Contract) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;
- c. Maintain copies of all subconsultant affidavits for the duration of this Contract;
- d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
- f. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Continuing Professional Consulting Services as of the day and year set forth below by the Town.

FIRM: HAZEN AND SAWYER, P.C.

BY: 
Signature of Authorized Representative

Print name and position: Kurt A. Pfeffer, PE, Associate Vice President 5/15/2024

TOWN OF HIGHLAND BEACH:

Attest:

Date: _____

By: _____

Lanelda Gaskins, MMC
Town Clerk

By: _____

Natasha Moore
Mayor

Approved as to Form and
Legal Sufficiency:

By: _____

Len Rubin
Town Attorney

Town of Highland Beach
RFP 24-001: Continuing Professional Engineering Services
Categorical Billing Rates
Hazen and Sawyer, P.C.

Category	Rate
President/Associate Vice President	\$310.00
Senior Associate	\$280.00
Associate	\$220.00
Senior Principal Engineer	\$190.00
Senior Principal Scientist	\$190.00
Principal Engineer	\$160.00
Principal Scientist	\$160.00
Engineer	\$145.00
Assistant Engineer II	\$130.00
Assistant Engineer I	\$120.00
Principal BIM/CAD Designer	\$150.00
Senior BIM/CAD Designer	\$105.00
Technician	\$80.00
Senior Field Coordinator	\$155.00
Field Coordinator	\$140.00
Senior Principal Funding Specialist	\$180.00
Funding Specialist	\$120.00
Principal Administrator	\$135.00

CONTRACT FOR CONTINUING PROFESSIONAL SERVICES (CCNA)

THIS CONTRACT ("Contract") is entered into by and between the **Town of Highland Beach**, Florida, a municipal corporation ("Town") and **Colliers Engineering & Design, Inc.** ("Firm") on ____ day of _____, 2024.

RECITALS

WHEREAS, the Town issued RFQ No. 24-001 for Continuing Professional Engineering, Architectural, Landscape Architectural, Surveying and Mapping Consulting Services (CCNA) ("RFQ") and has selected the Firm to perform the non-exclusive services; and,

WHEREAS, the Firm has agreed to the terms and conditions of the Contract and has submitted a Fee Schedule which is attached hereto as **Exhibit A** and incorporated herein; and,

WHEREAS, the Town Commission has determined that it is in the best interests of Town to enter into this Contract with the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: FIRM'S SERVICES.

a. **Scope of Services.** The Firm shall provide the services specifically set forth in the RFQ and the Firm's qualification statement ("Qualifications"). Both the RFQ issued by the Town and the Qualifications are incorporated herein by reference as if set forth in full.

b. **Task Orders.** When the Town identifies a need for the Firm's services, the Town will request a proposal from the Firm to provide the services requested. The Firm's proposal will be based on the Fee Schedule agreed to by the Town and shall be submitted in a form approved by the Town. If a subconsultant(s) is to be utilized for services under a task order, the Firm shall obtain a written proposal from the subconsultant(s) and attach the same to the Firm's proposal submitted to the Town. Upon receipt of the Firm's proposal, the Town shall decide in its sole discretion whether to award the task order to the Firm. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within his purchasing authority) or the Town Commission. If the task order is awarded to the Firm, the Firm shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the Firm's receipt of a fully executed task order for the services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Contract shall have any claim under this Contract or otherwise against the Town for compensation of any kind under this Contract. The relationship between the Town and Firm is that of independent contractors, and

neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Contract is for five (5) years. The parties may agree in writing to renew this Contract for an additional three (3) one-year periods.

b. Termination without cause. In addition to other rights the Town may have at law and pursuant to the Contract with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of any services under this Contract or the RFQ, in whole or in part, at any time upon written notice to the Firm. The Town shall effectuate such Termination for Convenience by delivering to the Firm a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Firm shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

Stop the Work specified as terminated in the Notice of Termination for Convenience;

Immediately deliver to the Town all records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all equipment or materials already installed or purchased. Any use or re-use of the records and other unfinished documents by the Town without the professional involvement of the Firm shall be at Town's sole risk without liability to the Firm.

Upon issuance of such Notice of Termination for Convenience, the Firm shall only be entitled to payment for that work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the any work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the audit.

c. Termination for cause. Either party may terminate this Contract at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Contract. The party electing to terminate this Contract shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If the breach is for non-payment, the breaching party shall have five (5) days from the date of the notice to remedy the breach for non-payment. If such corrective action is not taken within the required time, then this Contract shall terminate at the end of the required time without further notice or demand.

d. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to

termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Firm shall be paid for services rendered through and including the date of termination.

SECTION 5: COMPENSATION.

a. The Town agrees to compensate the Firm for the services performed in accordance with and not to exceed the hourly rates set forth in **Exhibit A (Fee Schedule)** and the budget for each task order. The fee schedule shall be the basis for all fees proposed by the Firm and in any approved task order. Said fee schedule shall remain in effect for the initial five (5) year term of this Contract. Thereafter, the Firm may request reasonable increases in the hourly rates, and the same will be negotiated by the parties in good faith. Prior to the Town's payment of any subconsultant costs, the Firm shall provide the Town with the subconsultant's proposal, and the Town shall approve, disapprove, or negotiate the proposal with the Firm. Except as otherwise set forth herein, the Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Contract and not set forth in **Exhibit A**. Further, the Town shall not be responsible for the payment of any reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. If reimbursable, out-of-pocket expenses are not listed in the Fee Schedule, the hourly rates are deemed to be all inclusive of such costs and expenses.

b. The Town agrees that it will use its best effort to pay the Firm within thirty (30) calendar days from presentation of the Firm's itemized report and invoice and approval of the Town's representative. The Firm shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

c. In accordance with Section 287.055, Florida Statutes, as amended from time to time, professional services under the continuing services contract will be for projects that do not exceed \$4,000,000 in estimated construction costs or \$500,000 in estimated professional services for a study activity. Any changes to these statutory amounts shall automatically apply to this Contract on the effective date of such changes.

SECTION 6: INDEMNIFICATION.

a. The Firm, its officers, employees and agents shall indemnify, and hold harmless the Town, including its officers, employees, and representatives from any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the action, omission, negligence, recklessness or intentionally wrongful conduct of the Firm and/or other persons employed or utilized by the Firm in the performance of the services under this Contract, including but not limited to subconsultants.

b. Nothing contained in this Contract shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract.

SECTION 7: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability	\$1, 000,000 per occurrence
(Products/completed operations	
Contractual, insurance broad form property,	
Independent Auditor, personal injury)	\$2,000,000 annual aggregate
Excess liability	\$1,000,000

Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation	\$ statutory limits
Including employer's liability insurance	\$ 100,000 per occurrence
	\$ 500,000 annual aggregate

The commercial general liability and excess liability policies will include the Town as an additional insured. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Contract.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 12: LAW, VENUE, REMEDIES, AND ENFORCEMENT COSTS. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Town shall not be liable to the Firm for any special, incidental, or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 14: NONDISCRIMINATION. The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 15: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 16: TAXES; ACCESS AND AUDITS.

16.1 The Town is exempt from payment of Florida State Sales and Use Tax.

16.2 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract or as otherwise required by law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will the Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 18: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Firm, shall be sent to:

Colliers Engineering & Design, Inc.
Attn: Kevin L. Haney, President
101 Crawfords Corner Road, Suite 3400
Holmdel, NJ 07733

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 19: ENTIRETY OF CONTRACT. The Town and the Firm agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 20: WAIVER; SEVERABILITY. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 22: MATERIALITY. All provisions of the Contract shall be deemed material.

SECTION 23: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Town.

SECTION 24: SURVIVABILITY. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 25: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract. The parties agree to accept the execution of this Contract by electronic means.

SECTION 26: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Firm acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 27: PUBLIC RECORDS. Firm shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from public agencies custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform

the service. If the Firm transfers all public records to the Owner upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

Failure of the Firm to comply with the requirements of this section shall be a material breach of the Contract, and the Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

SECTION 28: THIRD PARTY BENEFICIARIES. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm.

SECTION 29: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the RFQ, this Contract, the Qualifications and the Fee Schedule (**Exhibit A**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. Any conflicts among the documents shall be resolved in the following order: this Contract, Fee Schedule, the RFQ, and the Qualifications. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;

b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Contract) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;

c. Maintain copies of all subconsultant affidavits for the duration of this Contract;

d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and

f. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Continuing Professional Consulting Services as of the day and year set forth below by the Town.

FIRM: COLLIERS ENGINEERING & DESIGN, INC.

BY: **Luis Costa**
Signature of Authorized Representative

Digitally signed by Luis Costa
DN: E=luis.costa@collierseng.com, CN=Luis
Costa, OU=FL Boca Raton, OU=Users by
Office, DC=corp, DC=collierseng, DC=com
Date: 2024.05.15 16:20:39-0400

Print name and position: Luis Costa, PE - Geographic Discipline Lead

TOWN OF HIGHLAND BEACH:

Attest:

Date: _____

By: _____
Lanelda Gaskins, MMC
Town Clerk

By: _____
Natasha Moore
Mayor

Approved as to Form and
Legal Sufficiency:

By: _____
Len Rubin
Town Attorney



Engineering & Design

Technical Staff Rates 2024

Billing Titles	Hourly Rates
Executive Principal	350.00
Senior Principal	335.00
Principal	310.00
Senior Technical Director	285.00
Senior Project Manager	260.00
Technical Director	225.00
Project Manager	210.00
Senior Project Specialist	195.00
Project Specialist	185.00
Technical Professional	175.00
Technical Specialist	165.00
Specialist	155.00
Senior Data Technician	145.00
Senior Technical Assistant	135.00
Technical Assistant	120.00
Field Technician	110.00
Data Technician	110.00
Survey Crew – 1 Person w/Robotic Equipment	190.00
Additional Survey Crew Member	80.00
SUE Crew (designating) – 1 Person	155.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	210.00
Additional (locating) Member	80.00
Expert Witness	410.00
Sr. LSRP	320.00
LSRP	275.00

Reimbursable Expenses

General Expenses	Cost + 10%
Travel (Hotel, Airfare, Meals)	Cost + 10%
Sub-Consultants/Sub-Contractors	Cost + 10%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Rates are effective through December 31, 2024

Highland Beach Rates – April 17, 2024

CONTRACT FOR CONTINUING PROFESSIONAL SERVICES (CCNA)

THIS CONTRACT ("Contract") is entered into by and between the **Town of Highland Beach**, Florida, a municipal corporation ("Town") and **Caulfield & Wheeler, Inc.** ("Firm") on 24 day of April, 2024.

RECITALS

WHEREAS, the Town issued RFQ No. 24-0001 for Continuing Professional Engineering, Architectural, Landscape Architectural, Surveying and Mapping Consulting Services (CCNA) ("RFQ") and has selected the Firm to perform the non-exclusive services; and,

WHEREAS, the Firm has agreed to the terms and conditions of the Contract and has submitted a Fee Schedule which is attached hereto as **Exhibit A** and incorporated herein; and,

WHEREAS, the Town Commission has determined that it is in the best interests of Town to enter into this Contract with the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: FIRM'S SERVICES.

a. **Scope of Services.** The Firm shall provide the services specifically set forth in the RFQ and the Firm's qualification statement ("Qualifications"). Both the RFQ issued by the Town and the Qualifications are incorporated herein by reference as if set forth in full.

b. **Task Orders.** When the Town identifies a need for the Firm's services, the Town will request a proposal from the Firm to provide the services requested. The Firm's proposal will be based on the Fee Schedule agreed to by the Town and shall be submitted in a form approved by the Town. If a subconsultant(s) is to be utilized for services under a task order, the Firm shall obtain a written proposal from the subconsultant(s) and attach the same to the Firm's proposal submitted to the Town. Upon receipt of the Firm's proposal, the Town shall decide in its sole discretion whether to award the task order to the Firm. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within his purchasing authority) or the Town Commission. If the task order is awarded to the Firm, the Firm shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the Firm's receipt of a fully executed task order for the services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Contract shall have any claim under this Contract or otherwise against the Town for compensation of any kind under this Contract. The relationship between the Town and Firm is that of independent contractors, and

neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Contract is for five (5) years. The parties may agree in writing to renew this Contract for an additional three (3) one-year periods.

b. Termination without cause. In addition to other rights the Town may have at law and pursuant to the Contract with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of any services under this Contract or the RFQ, in whole or in part, at any time upon written notice to the Firm. The Town shall effectuate such Termination for Convenience by delivering to the Firm a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Firm shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

Stop the Work specified as terminated in the Notice of Termination for Convenience;

Immediately deliver to the Town all records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all equipment or materials already installed or purchased.

Upon issuance of such Notice of Termination for Convenience, the Firm shall only be entitled to payment for that work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the any work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the audit.

c. Termination for cause. Either party may terminate this Contract at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Contract. The party electing to terminate this Contract shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If the breach is for non-payment, the breaching party shall have five (5) days from the date of the notice to remedy the breach for non-payment. If such corrective action is not taken within the required time, then this Contract shall terminate at the end of the required time without further notice or demand.

d. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract

(and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Firm shall be paid for services rendered through and including the date of termination.

SECTION 5: COMPENSATION.

a. The Town agrees to compensate the Firm for the services performed in accordance with and not to exceed the hourly rates set forth in **Exhibit A (Fee Schedule)** and the budget for each task order. The fee schedule shall be the basis for all fees proposed by the Firm and in any approved task order. Said fee schedule shall remain in effect for the initial five (5) year term of this Contract. Thereafter, the Firm may request reasonable increases in the hourly rates, and the same will be negotiated by the parties in good faith. The Town agrees to compensate the Firm for the costs of any pre-approved subconsultant at cost plus ten percent (10%). Prior to the Town's payment of any subconsultant costs, the Firm shall provide the Town with the subconsultant's proposal, and the Town shall approve, disapprove, or negotiate the proposal with the Firm. Except as otherwise set forth herein, the Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Contract and not set forth in **Exhibit A**. Further, the Town shall not be responsible for the payment of any reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. If reimbursable, out-of-pocket expenses are not listed in the Fee Schedule, the hourly rates are deemed to be all inclusive of such costs and expenses.

b. The Town agrees that it will use its best effort to pay the Firm within thirty (30) calendar days from presentation of the Firm's itemized report and invoice and approval of the Town's representative. The Firm shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

c. In accordance with Section 287.055, Florida Statutes, as amended from time to time, professional services under the continuing services contract will be for projects that do not exceed \$4,000,000 in estimated construction costs or \$500,000 in estimated professional services for a study activity. Any changes to these statutory amounts shall automatically apply to this Contract on the effective date of such changes.

SECTION 6: INDEMNIFICATION.

a. The Firm, its officers, employees and agents shall indemnify, defend, and hold harmless the Town, including its officers, employees, and representatives from any and all

liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the action, omission, negligence, recklessness or intentionally wrongful conduct of the Firm and/or other persons employed or utilized by the Firm in the performance of the services under this Contract, including but not limited to subconsultants.

b. Nothing contained in this Contract shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract.

SECTION 7: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
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Including employer's liability insurance	\$ 100,000 per occurrence
	\$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Contract.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 12: LAW, VENUE, REMEDIES, AND ENFORCEMENT COSTS. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Town shall not be liable to the Firm for any special, incidental, or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees.

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SECTION 14: NONDISCRIMINATION. The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

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SECTION 16: TAXES; ACCESS AND AUDITS.

16.1 The Town is exempt from payment of Florida State Sales and Use Tax.

16.2 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract or as otherwise required by law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will the Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

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Town of Highland Beach
Attn: Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Firm, shall be sent to:

Caulfield & Wheeler, Inc.
Attn: John F. Wheeler, President
7900 Glades Road, Suite 100
Boca Raton, FL 33434

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 19: ENTIRETY OF CONTRACT. The Town and the Firm agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 20: WAIVER; SEVERABILITY. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 22: MATERIALITY. All provisions of the Contract shall be deemed material.

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SECTION 26: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Firm acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 27: PUBLIC RECORDS. Firm shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from public agencies custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform

the service. If the Firm transfers all public records to the Owner upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

Failure of the Firm to comply with the requirements of this section shall be a material breach of the Contract, and the Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

SECTION 28: THIRD PARTY BENEFICIARIES. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm.

SECTION 29: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the RFQ, this Contract, the Qualifications and the Fee Schedule (**Exhibit A**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. Any conflicts among the documents shall be resolved in the following order: this Contract, Fee Schedule, the RFQ, and the Qualifications. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;

b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Contract) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;

c. Maintain copies of all subconsultant affidavits for the duration of this Contract;

d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and

f. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Continuing Professional Consulting Services as of the day and year set forth below by the Town.

FIRM: CAULFIELD & WHEELER, INC.

BY: 
Signature of Authorized Representative

Print name and position: John F. Wheeler, P.E., President

TOWN OF HIGHLAND BEACH:

Attest:

Date: _____

By: _____
Lanelda Gaskins, MMC
Town Clerk

By: _____
Natasha Moore
Mayor

Approved as to Form and
Legal Sufficiency:

By: _____
Len Rubin
Town Attorney



CAULFIELD & WHEELER INC.

Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591

Surveying: LB0003591

Landscape Architecture: LC0000318

- Boca Raton Office: 7900 Glades Road, Suite 100 | Boca Raton, Florida 33434 | Phone: 561 • 392-1991 | Fax: 561 • 750-1452
□ Port St. Lucie Office: 240 NW Peacock Blvd Suite 201, Port Saint Lucie, FL 34986 | Phone: 772 • 408-1920 | Fax: 772 • 408-1925

Caulfield & Wheeler, Inc. 2023 Fee Schedule

Principals	\$190.00/hr.
Expert Witness Testimony	\$275.00/hr.
Laser Scanning Survey Crew	\$250.00/hr.
GPS Survey Crew.....	\$165.00/hr.
Robotic Survey Crew	\$140.00/hr.
Field Survey Crew	\$140.00/hr.
Professional Land Surveyor	\$140.00/hr.
Engineering Design	\$140.00/hr.
Landscape Architect/Site Planning	\$135.00/hr.
CADD/Technician/Draftsperson	\$100.00/hr.
Office Technician.....	\$75.00/hr.
Engineering Inspector.....	\$90.00/hr.
Prints.....	\$0.30/s.f.
Mylars	\$4.50/s.f.
Federal Express/Overnight Deliveries	\$25.00/each
Federal Express First Overnight Deliveries	\$75.00/each
Courier Deliveries	Cost plus 10%

CONTRACT FOR CONTINUING PROFESSIONAL SERVICES (CCNA)

THIS CONTRACT ("Contract") is entered into by and between the **Town of Highland Beach**, Florida, a municipal corporation ("Town") and **Craig A. Smith & Associates, LLC** ("Firm") on ____ day of _____, 2024.

RECITALS

WHEREAS, the Town issued RFQ No. 24-0001 for Continuing Professional Engineering, Architectural, Landscape Architectural, Surveying and Mapping Consulting Services (CCNA) ("RFQ") and has selected the Firm to perform the non-exclusive services; and,

WHEREAS, the Firm has agreed to the terms and conditions of the Contract and has submitted a Fee Schedule which is attached hereto as **Exhibit A** and incorporated herein; and,

WHEREAS, the Town Commission has determined that it is in the best interests of Town to enter into this Contract with the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: FIRM'S SERVICES.

a. **Scope of Services.** The Firm shall provide the services specifically set forth in the RFQ and the Firm's qualification statement ("Qualifications"). Both the RFQ issued by the Town and the Qualifications are incorporated herein by reference as if set forth in full.

b. **Task Orders.** When the Town identifies a need for the Firm's services, the Town will request a proposal from the Firm to provide the services requested. The Firm's proposal will be based on the Fee Schedule agreed to by the Town and shall be submitted in a form approved by the Town. If a subconsultant(s) is to be utilized for services under a task order, the Firm shall obtain a written proposal from the subconsultant(s) and attach the same to the Firm's proposal submitted to the Town. Upon receipt of the Firm's proposal, the Town shall decide in its sole discretion whether to award the task order to the Firm. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within his purchasing authority) or the Town Commission. If the task order is awarded to the Firm, the Firm shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the Firm's receipt of a fully executed task order for the services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Contract shall have any claim under this Contract or otherwise against the Town for compensation of any kind under this Contract. The relationship between the Town and Firm is that of independent contractors, and

neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Contract is for five (5) years. The parties may agree in writing to renew this Contract for an additional three (3) one-year periods.

b. Termination without cause. In addition to other rights the Town may have at law and pursuant to the Contract with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of any services under this Contract or the RFQ, in whole or in part, at any time upon written notice to the Firm. The Town shall effectuate such Termination for Convenience by delivering to the Firm a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Firm shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

Stop the Work specified as terminated in the Notice of Termination for Convenience;

Immediately deliver to the Town all records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all equipment or materials already installed or purchased.

Upon issuance of such Notice of Termination for Convenience, the Firm shall only be entitled to payment for that work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the any work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the audit.

c. Termination for cause. Either party may terminate this Contract at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Contract. The party electing to terminate this Contract shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If the breach is for non-payment, the breaching party shall have five (5) days from the date of the notice to remedy the breach for non-payment. If such corrective action is not taken within the required time, then this Contract shall terminate at the end of the required time without further notice or demand.

d. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract

(and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Firm shall be paid for services rendered through and including the date of termination.

SECTION 5: COMPENSATION.

a. The Town agrees to compensate the Firm for the services performed in accordance with and not to exceed the hourly rates set forth in **Exhibit A (Fee Schedule)** and the budget for each task order. The fee schedule shall be the basis for all fees proposed by the Firm and in any approved task order. Said fee schedule shall remain in effect for the initial five (5) year term of this Contract. Thereafter, the Firm may request reasonable increases in the hourly rates, and the same will be negotiated by the parties in good faith. Prior to the Town's payment of any subconsultant costs, the Firm shall provide the Town with the subconsultant's proposal, and the Town shall approve, disapprove, or negotiate the proposal with the Firm. Except as otherwise set forth herein, the Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Contract and not set forth in **Exhibit A**. Further, the Town shall not be responsible for the payment of any reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. If reimbursable, out-of-pocket expenses are not listed in the Fee Schedule, the hourly rates are deemed to be all inclusive of such costs and expenses.

b. The Town agrees that it will use its best effort to pay the Firm within thirty (30) calendar days from presentation of the Firm's itemized report and invoice and approval of the Town's representative. The Firm shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

c. In accordance with Section 287.055, Florida Statutes, as amended from time to time, professional services under the continuing services contract will be for projects that do not exceed \$4,000,000 in estimated construction costs or \$500,000 in estimated professional services for a study activity. Any changes to these statutory amounts shall automatically apply to this Contract on the effective date of such changes.

SECTION 6: INDEMNIFICATION.

a. The Firm, its officers, employees and agents shall indemnify, defend, and hold harmless the Town, including its officers, employees, and representatives from any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at

the trial and appellate levels), to the extent caused by the action, omission, negligence, recklessness or intentionally wrongful conduct of the Firm and/or other persons employed or utilized by the Firm in the performance of the services under this Contract, including but not limited to subconsultants.

b. Nothing contained in this Contract shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract.

SECTION 7: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability	\$1, 000,000 per occurrence
(Products/completed operations	
Contractual, insurance broad form property,	
Independent Auditor, personal injury)	\$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence

Worker's Compensation	\$ statutory limits
Including employer's liability insurance	\$ 100,000 per occurrence
	\$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Contract.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 12: LAW, VENUE, REMEDIES, AND ENFORCEMENT COSTS. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Town shall not be liable to the Firm for any special, incidental, or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 14: NONDISCRIMINATION. The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 15: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 16: TAXES; ACCESS AND AUDITS.

16.1 The Town is exempt from payment of Florida State Sales and Use Tax.

16.2 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract or as otherwise required by law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will the Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 18: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

and if sent to the Firm, shall be sent to:

Craig A. Smith & Associates, LLC
Attn: Aneesh Goly, Manager
4152 W. Blue Heron Blvd., Suite 116
Riviera Beach, FL 33404

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 19: ENTIRETY OF CONTRACT. The Town and the Firm agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 20: WAIVER; SEVERABILITY. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 22: MATERIALITY. All provisions of the Contract shall be deemed material.

SECTION 23: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Town.

SECTION 24: SURVIVABILITY. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 25: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract. The parties agree to accept the execution of this Contract by electronic means.

SECTION 26: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Firm acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 27: PUBLIC RECORDS. Firm shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from public agencies custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform

the service. If the Firm transfers all public records to the Owner upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

Failure of the Firm to comply with the requirements of this section shall be a material breach of the Contract, and the Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

SECTION 28: THIRD PARTY BENEFICIARIES. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm.

SECTION 29: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the RFQ, this Contract, the Qualifications and the Fee Schedule (**Exhibit A**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. Any conflicts among the documents shall be resolved in the following order: this Contract, Fee Schedule, the RFQ, and the Qualifications. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

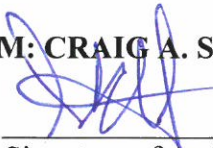
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- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Contract) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;
- c. Maintain copies of all subconsultant affidavits for the duration of this Contract;
- d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and

f. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Continuing Professional Consulting Services as of the day and year set forth below by the Town.

FIRM: CRAIG A. SMITH & ASSOCIATES, LLC

BY: 
Signature of Authorized Representative

Print name and position: STEPHEN C. SMITH, PRESIDENT

TOWN OF HIGHLAND BEACH:

Attest:

Date: _____

By: _____
Lanelda Gaskins, MMC
Town Clerk

By: _____
Natasha Moore
Mayor

Approved as to Form and
Legal Sufficiency:

By: _____
Len Rubin
Town Attorney

**CRAIG A. SMITH & ASSOCIATES
2024 HOURLY RATE SCHEDULE**

Principals	\$250.00
Court Testimony	\$250.00
Vice President.....	\$225.00
Senior Supervising Engineer	\$195.00
Supervising Engineer	\$170.00
Project Manager	\$145.00
Project Engineer	\$125.00
Senior CADD Technician.....	\$125.00
CADD Technician	\$90.00
Senior Field Representative	\$125.00
Field Representative.....	\$95.00
Professional Surveyor and Mapper	\$150.00
Survey Coordination Manager.....	\$120.00
Survey Technician	\$90.00
Clerical.....	\$65.00
Survey Crew (2-man)	\$160.00
Survey Crew (3-man)	\$195.00
Survey Crew, Lidar	\$375.00
Survey Crew - pile staking.....	\$225.00
Utility Locate Crew.....	\$150.00
Soft Dig Crew (per hole)	\$600.00
3D Radar Crew	\$450.00
3D Radar Processor	\$175.00

These rates are in effect for services rendered commencing January 1, 2024 and are subject to change.

CRAIG A. SMITH & ASSOCIATES

2024 REIMBURSABLE EXPENSES

- Computer Usage (CADD) \$2.50/hour
- Reproductions
 - Engineering (24 x 36) \$2.50/sht
 - Engineering Color \$3.50/sht
 - Standard Copies \$0.30/sht
 - Standard Color \$0.40/sht
 - Ledger (11 x 17) \$0.40/sht
 - Ledger Color \$0.55/sht
- Recording & Permit Fees Cost + 10%
- Services of Outside Consultants Cost + 10%
- Federal Express or Courier Services Cost + 10%
- Commercial Air Travel Cost + 10%
- Long Distance Phone Cost + 10%
- Auto Travel Expense \$ 0.585 / mile
- Meals – Per Diem \$65.00
- Lodging Cost + 10%

These rates are in effect for services rendered commencing January 1, 2024 and are subject to change.

File Attachments for Item:

C. Resolution No. 2024-008

A Resolution of the Town Commission of the Town of Highland Beach, Florida, dedicating the Highland Beach Fire Rescue Department, Station No. 120 in honor of Former Mayor Douglas Hillman; and providing for an effective date.



RESOLUTION NO. 2024-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, DEDICATING THE HIGHLAND BEACH FIRE RESCUE DEPARTMENT, STATION NO. 120 IN HONOR OF FORMER MAYOR DOUGLAS HILLMAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Douglas “Doug” Hillman, the former Mayor, has made significant contributions to our community; and

WHEREAS, in May of 2019, the Town Commission appointed Douglas Hillman to the Financial Advisory Board; and

WHEREAS, in March of 2020, Douglas Hillman was elected to the Office of Mayor-Commissioner, and

WHEREAS, in March of 2023, Douglas Hillman was reelected to the Office of Mayor-Commissioner and served in the capacity of Mayor until March 15, 2024; and

WHEREAS, Douglas Hillman also served as the President of both Dalton Place Condominium and Boca Highland Beach Club and Marina; and

WHEREAS, Mayor Hillman’s legacy of service and significant contributions to establishing and funding the first Town of Highland Beach Fire Rescue Department are deserving of the highest honor and recognition from the community.

WHEREAS, Fire Station 120, as a cornerstone of our community's safety and progress, shall forever stand as a tribute to Mayor Hillman's legacy and a symbol of safety, unity, and progress.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF HIGHLAND BEACH THAT:

Section 1. The Highland Beach Fire Rescue Station 120 named in honor of former Mayor Hillman for his service from March of 2020 through March of 2023 will be permanently memorialized within the station.

Section 2. A permanent bronze memorial plaque shall be prominently displayed within the Highland Beach Fire Rescue, Station 120, serving as a lasting tribute to the former Mayor Douglas “Doug” Hillman’s legacy and as a reminder of his enduring impact on the safety and welfare of the Highland Beach community.

Section 3. This Resolution shall be effective immediately upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **21st** day of **May** 2024.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Evalyn David
Commissioner Donald Peters
Commissioner Judith M. Goldberg

File Attachments for Item:

A. Approve and authorize Town Staff to proceed with a purchase order for the rehabilitation and media replacement for two (2) scrubbers and one (1) degasifier at Water Treatment Plant in accordance with the Town Standard Procurement.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *May 21, 2024*

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Town Standard Procurement - Rehabilitation and media replacement for two (2) scrubbers and one (1) degasifier at water treatment plant.

SUMMARY:

Town staff is seeking approval for the rehabilitation and media replacement for two (2) scrubbers and one (1) degasifier at the water treatment plant.

Maintenance of scrubbers and degasifier in a water treatment plant is important because the gases they filter out can cause corrosion in pipes and other water system components, and can also affect the taste and odor of the water. The scrubbers and degasifier work by exposing the water to a stream of air or steam, which strips out the dissolved gases. The gas-free water is then collected at the bottom of the degasifier for further treatment or distribution.

The current infrastructure is over 18 years old and in need of maintenance to assure that our water remains in excellent condition. TSC-Jacobs, the vendor that originally installed the system, performed a site visit in January to determine the condition of the system and the scope of work required to rehabilitate it. After the site visit was conducted, TSC-Jacobs sent a proposal request to Pro-Mec Engineering Services, one of their certified subcontractors, who provided a quote for \$99,750 to rehabilitate all three of the water treatment plant's media vessels. TSC-Jacobs will have a project manager onsite to oversee project coordination until the work is completed.

For price comparison, Globaltech, one of the Town's previously contracted utilities engineering firms, provided a quote for \$115,900 to only rehabilitate two of the structures.

FISCAL IMPACT:

\$99,750; Improvements Other Than Buildings 401-533.000-563.000

ATTACHMENTS:

Highland Beach TSC-Jacobs Quote

Globaltech Quote

RECOMMENDATION:

Commission approval of Town Standard Procurement for rehabilitation and media replacement for two (2) scrubbers and one (1) degasifier at water treatment plant.

March 29, 2024

David Richards
Water Plant Superintendent
Town of Highland Beach
3616 S. Ocean Boulevard
Highland Beach, FL 33487

Re: Proposal for Odor Control Scrubber Packing Replacement

Globaltech is pleased to submit our scope and proposal for the Odor Control Scrubber Packing Replacement to the Town of Highland Beach, Florida, as per the site visit and conversations with David Richards and Pat Roman.

Construction Services

1. Mobilize onsite.
2. Establish a staging area with City staff.
3. Procure 500 CF of 3.5-inch Jaeger Tri-Pack® vessel packing.
4. Remove and dispose of existing packing from the two (2) on-site odor control scrubbers.
5. Clean/pressure wash the interior of scrubber vessels.
6. Install new scrubber vessel packing in the two (2) on-site odor control scrubbers.
7. Oversee and inspect construction.
8. Assist with startup.
9. Clean up site and demobilize.

Total Project Lump Sum

\$115,900

Assumptions

1. It is assumed that there will be no gap in work between odor control scrubbers No. 1 and No. 2.
2. The city is responsible for operating valves.
3. Building and health department permits are assumed not to be required.
4. No bonds will be required for this project.
5. Record drawings of the installation are not required.
6. Demister packing replacement is not required.
7. Equipment and system start-up services shall be provided by others.
8. Scrubber disinfection and bacteriological testing shall be done by others.

Globaltech will begin work following the approval of this proposal and receipt of the Notice to Proceed.

We appreciate your consideration and look forward to the opportunity to work with the Town of Highland Beach.

Don't hesitate to contact me if you have any questions or concerns.

Sincerely,



Bruce Rahmani, PE.
VP of Construction
Globaltech, Inc.



Media change for (3) Vessels

Location: Highland Beach, FL



Since our founding in 2000, Pro-MEC Engineering Services, Inc. has operated with strong values aimed at understanding and serving client needs. Pro-MEC will provide a technical approach to ensure your system is continually operating at a premium performance level. Pro-MEC has skilled technicians, testing equipment and the expertise to make your equipment op effectively and efficiently.

Highland Beach WTP
3616 S. Ocean Blvd.
Highland Beach, FL 33487

Prepared By:

Ted Fattal

Tedf@pro-mec.com

517-627-8532

Pro-MEC Engineering Services

PO Box 513

480 Promec Dr

Grand Ledge, MI 48837

Dan Beem

DanielB@pro-mec.com

517-627-8532

Pro-MEC Engineering Services

PO Box 513

480 Promec Dr

Grand Ledge, MI 48837

REPRESENTATIVE

TSC Jacobs South

11021 Countryway Blvd.

Tampa, FL 33626

Duggan Jacobs

C: (727) 278-4973

djacobs@tscjacobs.com

Proposal #08JK032124S0

**Project Summary:**

TSC-Jacobs South requests a proposal for a media change on (2) scrubbers and (1) degasifier. Project to take place at the Highland Beach WTP facility in Highland Beach, FL. Details outlining the scope of supply were provided in RFQ email with attachments from Duggan Jacobs.

Description of Services:

Pro-MEC Engineering Services, Inc. will provide labor/tools/material to change the media in the (2) scrubbers and (1) degasifier. Project specifics, assumptions and exclusions are detailed below.

Scope of Supply:

- General
 - PMES to supply all labor
 - PMES to supply all travel and living expenses
 - PMES to supply forklift/manlift
 - Customer to supply dumpster/disposal
 - Customer to supply all materials unless noted
 - PMES assumes there will be a material lay down area within 100' of working location
 - All foundation/masonry/concrete work by others
 - All building/roof penetrations and alterations made by others
 - All building penetrations/alterations finished/flushed by others
 - PMES assumes plant follows standard OSHA safety procedures and requirements, anything above and beyond could incur additional costs and may be invoiced per T&M rate sheet
 - PMES assumes a (1) hour onsite orientation and safety training prior to starting the project
- Project Details
 - PMES assumes open access to scrubbers for duration of project to complete the scope
 - PMES to remove and place in container/dumpster the packing from scrubbers T-5-10/T-5-11 and 1 aerator T-5-2-1
 - PMES assumes there will be a properly rated container/dumpster (provided by others) for disposing of the old, contaminated packing onsite prior to start of work
 - PMES assumes container/dumpster to be within 50ft of working area
 - PMES assumes packing to be free flowing for removal
 - If packing is found to be fused or stuck together, any delays caused by this will be invoiced separately per T&M rate sheet
 - PMES to install and provide new packing in scrubber T-5-10
 - Packing to be:
 - 200 CF 3.5" NSF JTP PP (60" dia. x 10'-0" packing depth)
 - 20 CF 2" NSF JTP PP (60" dia. x 1'-0" packing depth - Demister)
 - PMES to install and provide new packing in scrubber T-5-11
 - Packing to be:
 - 200 CF 3.5" NSF JTP PP (60" dia. x 10'-0" packing depth)
 - 20 CF 2" NSF JTP PP (60" dia. x 1'-0" packing depth - Demister)



- PMES to install and provide new packing in Aerator T-5-2-1
 - Packing to be:
 - 900 CF 3.5" NSF JTP PP (108" dia. x 14'-0" packing depth)
 - 70 CF 2" NSF JTP PP (108" dia. 1'-0" packing depth)
- Schedule
 - Proposal is based on (1) mobilization
 - Sundays and holidays are not included and will be invoiced separately per T&M Rate Sheet
 - Any additional time required due to Covid-19 are not included and may incur additional charges per rate sheet
 - Work stoppage or delays by customer/end user will be invoiced separately per T&M rate sheet
 - Work stoppage or delays due to severe inclement weather will be invoiced separately per T&M rate sheet

Items Supplied by Pro-MEC Engineering:

Non-Union Labor to perform services listed above
All travel expenses
Manlift/Forklift
Packing

Items Supplied by Customer:

Customer to supply 110vac power
Customer to supply restrooms
Customer to supply 24-hour unencumbered site access
Customer to supply dumpster/disposal

Items Not Supplied by Pro-MEC Engineering:

Excluded from our scope of supply are all parts and services not mentioned, in particular
Permits/Licenses/Fees/Bonds
Cranes
3rd party safety training
3rd part drug/covid testing
Full time safety supervisor
Confined space work
Electrical
Materials (other than previously listed)
Scope of supply (other than previously listed)



Investment required:

** Pricing based upon all information provided at the time of the request, and projects of “like” scope previously performed.

** All final pricing contingent upon “Released for construction” (RFC/IFC) drawings.

**This proposal is based on the project specifics, assumptions and exclusions listed above. All deviations from the project specifics, assumptions, and exclusions listed above will result in additional charges per T&M Rate Sheet.

** Material Price Increase Clause: PMES shall be entitled to additional compensation from customer when the price for materials to be used on the project increases between the time the contract is signed and materials are purchased.

Media Change	PRICE
• Project as listed above	\$99,750.00

- Shipping
 - Not included – FOB point of origin
- Payment/Purchasing Terms
 - See below for standard terms

Please issue Purchase Orders, along with this signed acceptance, to:

Email:

Or Mail to:

Pro-MEC Engineering Services Inc

PO Box 513

Grand Ledge, MI 48837

Please include the following on your Purchase Order:

Pro-MEC Engineering Services Inc proposal # 08JK032124S0

Jobsite address

Job type and/or scope

Purchase price

Desired work dates.

- Acceptance of Project Total

Signature: _____

Date: _____

Print Name: _____

PO #: _____



Terms & Conditions

DEFINITIONS: Where the context permits, the following words shall have the meanings indicated.

"Field Service" means installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto.

"Field Service Representative" means the person(s) authorized by Pro-MEC Engineering Services, Inc. to furnish Field Service hereunder.

"Customer" means the person, partnership, company, or corporation purchasing Field Service hereunder.

The following policies apply to all field service which Pro-MEC Engineering Services, Inc. (Pro-MEC), its affiliates, whether by direct employees or contracts to an independent third party and the service is performed by visitation to the customer's facility. The customer understands that policies set below shall be controlling, service will be provided under these policies only.

PRICE AND PAYMENT TERMS

- Unless otherwise specified or agreed, charges for the Services performed by Field Service Representative(s) are as set forth in the current Pro-MEC Standard Field Service Price list attached hereto as Attachment B and/or prepared proposal. Pro-MEC shall have the right to change the prices from time to time without notice to Customer.
- Price is based on normal working hours. In case that second or third shift work is required to complete the scope of work, additional cost will be incurred at premium labor rates.
- All change orders will be in writing and signed by both the Field Service Representative and the customer, and shall be incorporated in, and become part of the contract and shall take place before any additional scope of work is performed.
- Projects where the work scope is more than 30 days, progressive terms will apply.
- For contract amounts under \$10,000 payment terms are Net30 upon completion.
- For contract amounts larger than \$10,000 payment terms are 30% upon receipt of Purchase Order, 40% billed upon project milestones, and remainder of contract Net30.
- All proposed prices are good for 30 days from date of proposal.
- All accepted Purchase Orders that are cancelled will have all costs incurred plus profit invoiced along with a 15% cancellation fee, payable by the Customer to Pro-MEC Engineering Services, Inc.
- If payment is late, Customer is subject to a late charge of (18%) of the unpaid fees per annum (1.5% per month) or the maximum allowable by law.
- In the event the Customer fails to pay periodic or installment payment due, Field Service Representative may cease work without penalty or breach of contract pending payment or resolution of dispute.
- All collection and enforcement costs, for late payment, including attorney's fees, shall be borne by Customer.

Scheduling and Reports

- All Field Services require (2) two weeks for scheduling upon receipt of hard copy purchase order.
- Any job requiring scheduling in less time will acquire additional charges.
- Field Service Representative may only be requested in writing by the Customer to make changes to the general scope of the Field Service consisting of additions, deletions, changes to the Schedule in duration or sequence, or other revisions, and the contract price and the Schedule shall be adjusted accordingly.
- Before starting the revised Field Service scope, the Field Service Representative will submit to the Customer a change order for adjustment to the contract price and/or the schedule. Field Service Representative will not commence any such changed or revised Field Service until receipt of a written change order from the Customer incorporating an adjustment to the contract price and/or schedule in accordance with the above.
- Pro-MEC's Field Services shall be considered complete when Field Service Representative notifies Customer that the Field Service has been completed in accordance with the specifications. The Customer's inspection of the Field Service shall take place within twenty-four (24) hours from receipt of notice from Field Service Representative. Customer's acknowledgement on the Work Completion Form shall constitute acceptance of the Field Services rendered.
- All final written reports will be completed within three to four weeks after completion of onsite work.



Storage and Facilities

- Customer will provide at its expense sufficient storage space to Field Service Representative, which is fully protective of materials and equipment furnished for the Field Service at the place of work performed.
- Customer will provide at its expense all light, heat, power and water which is required by Field Service Representative for performance of the Field Service in the custom and practice of Field Service Representative's trade.
- Field Service Representative shall be responsible for protecting the Field Service, or portions thereof, during the time the Field Service or portions of it are under its control; provided, however, that during such time, Field Service Representative shall not be responsible for loss or damage caused by others, nor for any damages whatsoever while Field Service Representative is not on site.
- The Customer shall prepare all Field Service areas so as to be acceptable for mobilization by Field Service Representative. Field Service Representative will not be called upon to start Field Service until sufficient areas are ready to ensure continued Field Service until job completion. Field Service Representative shall not be responsible for damage to any property (a) which is to be replaced by Customer, or (b) which is damaged as a result of removal by Field Service Representative prior to performance of the Field Service in order to perform Field Service despite Field Service Representative exercising reasonable care to prevent damage.

LABOR PERMITS, TAXES, CERTIFICATIONS

- The Customer shall, at his own expense, secure any work permit, labor permit, tax exemption certificate, or any other authorization which may be required to permit Field Service Representative to perform the requested Services.
- If special certification, pre-qualification or other examinations are obtained at the Customer's request, the cost incurred shall be the responsibility of the Customer.
- Any loss of Field Service Representative's services pending the procurement of any such permit, authorization, certification or examination shall be the responsibility of the Customer.

DELAYS, SUSPENSION, DEFERMENT

- If Services are suspended or if Field Service Representative suffers delay in performance due to any cause beyond its reasonable control, including but not limited to acts of God, act or failure to act of government, act or omission of Customer, war, fire, flood, strike, or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation; the time of performance shall be extended a period of time equal to the period of time of the delay and its consequences.
- Field Service Representative will give to Customer notice in writing within a reasonable time after Field Service Representative becomes aware of any such delay. If the Services are suspended because of such delay, Field Service Representative may temporarily withdraw the Field Service Representative and/or its subcontractor's and return them to the job when needed and available. Rates current at the time the Services are resumed and any additional costs (including travel time and expense) incurred by Field Service Representative because of the foregoing will be charged to the Customer.
- If for any reason the Customer defers start of Services, the Customer will give Field Service Representative written notice immediately. It is understood that Field Service Representative may not be able to furnish the Field Service or its subcontractor at the precise date the work is rescheduled to start, but it will make every reasonable effort to do so. The Customer shall, at his own expense, incur the extra cost to keep the Field Service on the adjusted schedule.

PROPRIETARY INFORMATION

- All sketches, drawings, performance calculations, and other design criteria submitted with this proposal and/or engineering submittals are the propriety property of Field Service Representative. They are intended only for the use by the buyer as a means of description and clarification for field services offered for sale.
- These items must not be reproduced nor submitted to other parties without Field Service Representative's written consent.

WARRANTY

- Pro-MEC agrees to properly address a warranty issued to the Customer due to faulty workmanship
- The workmanship will be warrantied for 30 days post acceptance.
- Modifications made to work by others not authorized by Pro-MEC will void warranty.
- The warranty provided herein shall be in addition to and not in limitation of any warranty or remedy required or provided by law or by the contract documents.