Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
December 17, 2025
Immediately Following the Special Called Community Redevelopment Agency Meeting

Roger Michaud	—	**Mayor**
Michael Hensley	—	**Vice Mayor**
John Linden	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Judith Thomas	—	**Commissioner**
Richard J. Reade	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, MMC	—	**Town Clerk**

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

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Twiggs Academy
2. Discussion - 2026 State of Florida Legislative Session - Ms. Ellyn Bogdanoff - Becker & Poliakoff.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

3. Regular Commission Meeting Minutes - November 19, 2025.
4. Resolution 99-12-25 Purchase of 32' Dovetail Equipment Trailer – Right Trailers, Inc. – $23,044.40.
5. Resolution 100-12-25 - Annual Pest Control Service - Town Facilities - Northwest Exterminating Co., LLC - $23,580 (3-Year Agreement).
6. Resolution 101-12-25 – Agreement - Evergreen House Restoration Project - Professional Architectural Design and Consulting Services (RFQ #109-2025) - Baker Design Build – $78,120.

7. Resolution 102-12-25 – Agreement - Kelsey Park Splash Pad. (RFQ #121-2025) - Professional Architectural Design and Consulting Services - Kimley-Horn and Associates, Inc. - $123,125.65.
8. Resolution 103-12-25 – Agreement - 10th Street Road and Green Infrastructure (Stormwater) Improvements (RFQ #115-2025) - Professional Engineering & Design Services - Baxter & Woodman, Inc. - $423,898.
9. Resolution 104-12-25 - Agreement - Lake Park Neighborhood Water and Sanitary Sewer Improvement Project (10th Street Property - Town Owned) - Seacoast Utility Authority (SUA).
10. Resolution 105-12-25 – Purchase Quick View Video Inspection Pole Camera – Environmental Products Group, Inc. – $19,500.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

11. Resolution 106-12-25 - Agreement (Piggyback) - Copier & Multi-Function Devices - Canon USA, Inc.
12. Resolution 107-12-25 - Agreement (1st Renewal) - Financial, Purchasing, Human Resource, Utility Billing, Business Licensing, Code Compliance and Permitting Software Subscription and Support - Tyler Technologies, Inc.
13. Resolution 108-12-25 - Fiscal Year 2025/2026 Budget Adjustment - Re-Encumber Open Purchase Order Funding from the Fiscal Year 2025 Budget.
14. Resolution 109-12-25 - Agreement – Right-of-Way Improvement & Maintenance (Nautilus 220) - Forest Development LLC.
15. Discussion - Town Manager Annual Performance Evaluation.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 7, 2025.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025
Originating Department: Clerk
Agenda Title: Proclamation - Twiggs Academy

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Proclamation

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Summary Explanation/Background:

Twiggs Academy has considered the Town of Lake Park, Florida, home since they opened their doors in the fall of 1989. They chose the Town of Lake Park due to the small town atmosphere, the Town's vibrant offerings and the many young families that have long cherished life in Lake Park generation after generation.

Twiggs Academy began with a capacity of 34 students and grew quickly to serve up to 93 students.

Twiggs Academy recently received the "Lifetime Achievement" award for providing quality preschool education for children beginning at six weeks of age to twelve years of age.

The Town of Lake Park would like to publicly recognize and commend Twiggs Academy for their dedication and service in the Town.

Dr. Pierre Michel and Mellisa Michel of Twiggs Academy are expected to be in attendance to receive the Proclamation.

Recommended Motion:
N/A

HONORING
TWIGGS ACADEMY

WHEREAS, ***Twiggs Academy*** has considered the Town of Lake Park, Florida, home since they opened their doors in the fall of 1989; and

WHEREAS, the ***Twiggs Academy*** owners chose the Town of Lake Park, Florida, due to the tranquil atmosphere, the Town's vibrant offerings, and the many young families that have long cherished life in Lake Park generation after generation; and

WHEREAS, ***Twiggs Academy*** began with a capacity of 34 students and grew quickly to serve a capacity of 93 students; and

WHEREAS, ***Twiggs Academy*** has experience a need to expand its capacity to 227 by the year 2027 due to educational excellence and community impact; and

WHEREAS, ***Twiggs Academy*** received from BRIDGES at Lake Park in August 2025 the "Lifetime Achievement" award for providing quality preschool education for children beginning at six weeks of age to twelve years of age;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize and commend ***Twiggs Academy*** for their dedication and service in the Town of Lake Park, Florida.

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 17th of December 2025.*

ATTEST:

BY: _____ _____

Roger Michaud, Mayor *Vivian Mendez, Town Clerk*

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Communications and Grants

Agenda Title: Discussion - 2026 State of Florida Legislative Session - Ms. Ellyn Bogdanoff - Becker & Poliakoff

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: N/A **Newspaper:** _____

Attachments: PowerPoint Presentation

Please initial one:

_____ Yes I have notified everyone

MA Not applicable in this case

Summary Explanation/Background:

The Town Commission is requested to consider, discuss and provide input/direction on proceeding with Town's legislative priorities, grants and appropriations for the upcoming the 2026 State of Florida Legislative Session (the first day of session begins on Tuesday, January 13, 2026 and is expected to conclude on March 13, 2026).

The Town has engaged the law firm of Becker & Poliakoff to provide lobbying activities on behalf of the Town. Ms. Ellyn Bogdanoff serves as the Town's primary lobbyist, supporting the Town's legislative priorities, grants and appropriations within the state of Florida.

Ms. Bogdanoff will be in attendance to provide an overview of current Town appropriation requests and legislative expectations for the upcoming 2026 State of Florida Legislative Session.

Some of the legislative topics that Ms. Bogdanoff plans to address include:

- 2026 Legislative Session Information (Dates and Deadlines)
- 2026 Appropriation Requests
- Budget Outlook (Recent Office of Economic and Demographic Research (EDR) Report)
- Bill Watch (Tagged Bills)
- Property Tax Bills
- Municipal Service Taxing Unit (MSTU) Local Bill (Annexation)

Recommended Motion:

The Town Commission consider, discuss and provide input/direction on proceeding with the Town's 2026 State of Florida Legislative Session legislative priorities, grants and appropriation requests.

2026 Legislative Session Outlook

December 17th, 2025

Becker

Your State Lobbying Team



Ellyn S. Bogdanoff
Shareholder
Becker



Cody Rogers
Government Relations Specialist
Becker

Becker
Becker & Poliakoff

2026 Legislative Session Information

The Florida State Constitution requires the Florida Legislature to meet in Tallahassee for regular session for 60 days every year:

- The regular session begins on the first Tuesday after the first Monday in March for odd-numbered years, and on the second Tuesday after the first Monday in January for even-numbered years.
- "The seat of government shall be the City of Tallahassee, in Leon County, where the offices of the governor, lieutenant governor, cabinet members and the supreme court shall be maintained, and the sessions of the legislature shall be held…"
- January 13th, 2026 - Regular Session convenes
- March 13th, 2026 - Last day of Regular Session
- There are six interim committee weeks between now and the start of the 2025 Legislative Session

The Florida Legislature is constitutionally required to pass a balanced state budget, officially titled the General Appropriations Act, during the annual regular session.

- This is the only piece of legislation legislators are required to pass each year.

2026 Appropriation Projects

The Town is currently seeking funding for two appropriation projects this Session:

- Town of Lake Park – Traffic Safety Upgrade - $800,000
  - Upgrading traffic safety in Lake Park by creating an Oval about at a well-traveled five-way intersection will reduce the number of vehicular crashes that occur in that area
  - 27 in the 10 years ending 1/1/25, 24 of which occurred in the last five of those years.
  - It will also create traffic-calming benefits by reducing travel speeds, increase mobility, and provide residents, local business owners, and visitors to Lake Park with an increased level of serving
- Town of Lake Park – Septic-to-Sewer Conversion - $500,000
  - Partnership with PBC – Lake Worth Lagoon Initiative
  - Construction includes removal of existing septic systems and installation of lateral connections and other components to existing sewer system.
  - The project represents the final 42 parcels to complete a town-wide conversion of 4,374 total parcels

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Recent State Appropriation Success

- **2017**
  - $600,000 – Lakeshore Drainage – Sen. Powell
- **2019**
  - $29,000 – Road Stripping Improvement Project - Sen. Powell & Rep. Jacquet
- **2022**
  - $700,000 – Lake Shore Drive Drainage Improvements - Sen. Powell & Rep. Caruso
- **2023**
  - $1,000,000 – Septic to Sewer Conversion Project – Sen. Powell & Rep. Edmonds
- **2024**
  - $1,000,000 - Palm Beach Shores - Lake Worth Inlet/Singer Island Channel Dredging Project – Sen. Harrell & Rep. Caruso

$3.3 Million!

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Budget Outlook

- On September 12th, the Legislative Office of Economic and Demographic Research presented an updated Long-Range Financial Outlook to the Legislative Budget Commission.
  - The State of Florida's General Revenue Fund collections were slightly over the March 2025 estimates for Fiscal Year 2024-25; however, the August 2025 estimates generally retain the previous forecast due to expected short-term weakness in key economic variables.
  - Although actions taken by the Legislature in the 2025 Session improved the state's financial position, expenditure projections are expected to outpace available General Revenue beginning in Year 2 of the Outlook.
  - A minimum reserve equivalent to 3.9 percent of the revenue estimate is maintained in the General Revenue Fund for each year of the Outlook.
  - The Outlook does not account for any new or expanded programs.

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Budget Outlook
(cont.)

- The forecasts assume the legislature will continue spending on the priorities of the recent years like:
  - Popular tax cuts and holidays
  - Investment in affordable housing
  - Increases for health care workers and providers
  - Florida's universal school voucher program
  - Medicaid growth and a shortfall in the employee health insurance program.
- The outlook also demonstrates the shift in Federal funding to State funding.
- The FY 24/25 Budget was $117.4 billion post Vetoes.

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Bill Watch

- HB 217/SB 218 – Land Use Regulations – by Rep. Abbott & Sen. Gaetz
  - Defines the term “impacted local government” for counties under specified federal disaster declarations and revises land use restrictions and enforcement processes in those disaster-impacted areas.
  - Defines “impacted local government” to include counties designated under certain federal disaster declarations for Hurricanes Debby, Helene, or Milton, as well as any municipality within those counties.
  - Substitutes the term “impacted local government” for “county or municipality” in existing provisions related to post-hurricane land use regulations.
  - Prohibits newly defined impacted local governments from imposing moratoria or more restrictive land use regulations on hurricane-damaged property until October 1, 2027, invalidating any such proposals retroactively.
  - Ensures residents or business owners in affected areas can bring civil actions against impacted local governments for noncompliance, with provisions governing attorney fees and damages.
  - Applies these changes retroactively to August 1, 2024. ; Effective Date: July 1, 2026
  - Status: Awaiting first committee hearing in both chambers

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Bill Watch

- HB 405/SB 526 – Commercial Construction Projects– by Rep. Griffitts Jr. & Sen. Grall
  - Expand contractor protections for delays in public construction contracts and mandate uniform commercial building permit application processes statewide.
    - Void clauses in public construction contracts that limit contractor recovery of costs or time extensions for delays caused by the awarding body, including concurrent delays
    - Create a uniform commercial building permit application to be used statewide and prohibit local modifications, while allowing standardized trade-specific and supplemental forms
    - Require local enforcement agencies to allow simultaneous permitting reviews and permit additional documentation only as necessary to ensure code compliance
    - Define commercial construction projects and require local enforcement agencies to reduce or forfeit permit fees for such projects when private providers perform plan review or inspection services
    - Effective Date: July 1, 2026
    - Status: Second committee stop in the House; referenced in the Senate

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Property Tax

- CATEGORICAL ELIMINATIONS
  - HJR 201 by Rep. Steele eliminates non-school homestead property taxes.
  - HJR 203 by Rep. Miller phases out non-school homestead property taxes over a ten-year period. Each year homeowners would receive an additional $100,000 exemption. After ten years, all non-school homestead property taxes would be eliminated.
  - HJR 205 by Rep. Porras exempts Florida residents over the age of 65 from paying non-school homestead property taxes
- ADDITIONAL EXEMPTIONS
  - HJR 207 by Rep. Abbott creates a new homestead exemption for non-school property taxes equal to 25% of the assessed value of the house. In addition to providing relief to current homeowners, it would also benefit first-time homebuyers.
  - HJR 209 by Rep. Busatta creates a new property insurance relief homestead tax exemption. Homestead property owners who have property insurance will be entitled to an additional $100,000 exemption on non-school property taxes.
- REFORMS
  - HJR 211 by Rep. Overdorf eliminates the cap on portability, allowing a homeowner to transfer their entire accumulated Save Our Homes benefit to their new home, even if that home has a lesser value.
  - HJR 213 by Rep. Griffitts limits the growth in assessed value of non-school homestead property taxes to 3% over three years for homestead property (currently it is 3% per year) and 15% over three years for non-homestead property (currently it is 10% per year).
  - HB 215 by Rep. Albert makes various statutory changes including requiring a 2/3 vote for any increase in the millage rate and allowing newly married couples to combine their accumulated Save Our Homes benefits The outlook also demonstrates the shift in Federal funding to State funding

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MSTU Local Bill

THANK YOU!

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025 Regular Commission Meeting
Originating Department: Clerk
Agenda Title: Regular Commission Meeting Minutes - November 19, 2025

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-B, Comment Cards

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Recommended Motion:
I move to approve the minutes of the November 19, 2025 Regular Commission Meeting.

Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday November 19, 2025 6:30pm

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

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

CALL TO ORDER/ROLL CALL

6:37 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance

APPROVAL OF AGENDA:

Commissioner O'Rourke pulled item number 6 from the Consent Agenda.

Motion to approve the agenda as amended made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

SPECIAL PRESENTATION/REPORT:

1. Presentation - Introduction of PBC League of Cities Executive Director - Amelia N. Jadoo

Ms. Ameila Jadoo introduced herself to the Commission.

The Commission welcomed Ms. Jadoo and wished her luck as the new Executive Director.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

-James Sullivan expressed concern regarding traffic at the intersection of Park Avenue and 10th Street.

-Michael Steinhauer provided comments via Exhibit A.

Commissioner O'Rourke stated that the comment cards that were submitted during this meeting and the last did not all have an address indicated on the cards.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Motion to approve the Consent Agenda as amended made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

2. Minutes - Regular Commission Meeting - November 5, 2025
3. Resolution 92-11-25 – Kelsey Park Pro-Shop Windows and Doors Replacement – Mueller Construction & Management Company – $23,418.95
4. Resolution 93-11-25 – Lake Park Library South End Front Door Replacement – Mueller Construction & Management Company – $27,293.70
5. Resolution 94-11-25- Cancel Regular Commission Meeting - December 3, 2025
7. Resolution 96-11-25 – First Renewal – WebTMA Annual Software Subscription and Support – TMA Systems

Item Number 6 pulled from the Consent Agenda.

6. Resolution 95-11-25 - Final Budget Adjustment - Fiscal Year 2024/2025

Commission O'Rourke stated that he is not challenging this item, only that it be heard for transparency. Finance Director Barbara Gould explained the budget adjustment and explained it as a simple realignment. She stated that moving forward she would not place budget adjustments on the consent agenda.

Motion to approve item number 6 made by Vice Mayor Hensley; Seconded by Commissioner O'Rourke. Voting aye: All

BOARD MEMBER NOMINATION:

8. Appointment - Tree Board - Ms. Mary Beth Taylor

Ms. Mary Beth Taylor introduced herself and explained why she would be a good fit for the Tree Board. The Commission asked Ms. Taylor questions.

Motion to appointment Mary Beth Taylor to the Tree Board made by Commissioner Linden, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

9. Ordinance No. 05-2025 – Amendment – Comprehensive Plan - Five-Year Capital Improvements Schedule Update (2nd Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE OF THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Karen Golonka explained the item (Exhibit B).

Motion to approve Ordinance 05-2025 on second reading made by Commissioner Thomas, Seconded by Commissioner O'Rourke.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Town Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

10. FY 2026 Town of Lake Park Pay Grade Chart & Amend Pay Grades - Four (4) Positions

Town Manager Reade explained that they would like to change two Public Works positions to "trainee" and a Finance cashier position to "accounting tech". Commissioner O'Rourke asked if the new accounting technician position would encompass the duties of the cashier. Town Manager Reade stated that yes it would and that there would be a net savings in salary. Commissioner Thomas spoke about the difficulty Public Works has had filling positions and expressed a concern with having to hire trainees being more difficult and wanted to know what the training process and post-training process would look like. Public Works Director Jaime Morales explained that the intent is to attract new applicants through reduced job requirements. He stated that there would be a training program that would be developed for these hires and he spoke about the various ways the Town is soliciting for these positions. Commissioner Thomas suggesting partnering with local high schools to provide on the job training for students once they graduate. The Commission

spoke in favor of a training program and internships. Public Works Director Morales stated that he can put together a training program draft for the Commission to review. Commissioner Linden brought up a disparity in pay between a regular position and a trainee position and asked Town Manger Reade to look into it.

Motion to approve the FY 2026 Town of Lake Park Pay Grade Chart & Amend Pay Grades - Four (4) Positions made by Commissioner Thomas, seconded by Commissioner Linden. Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

11. Discussion - Town Manager Annual Performance Evaluation

Commissioner O'Rourke asked to table the item until the December 17th meeting to allow more time to review. Vice Mayor Hensley and Commissioner Linden both agreed to the postponement of the item to December 17th. Commissioner O'Rourke stated that he was informed that a complaint was made to the Inspector General's Office regarding employee pension funds. He stated that he contacted the Inspector General's Office and spoke with the Director who verified that there is an ongoing investigation, but no further information was available. He went on to say that the outcome of this investigation could impact the results of the Town Manager's performance evaluation and that is partially why he has requested the item be delayed. Commissioner Thomas stated that she does not agree with postponing the item because the item is only to select the evaluation tool, not to perform the evaluation. Mayor Michaud stated that consensus was reached to postpone the item to the December 17th meeting. Commissioner Thomas explained that this process is already past the contractual requirement and delaying the item would delay the evaluation process even further. Commissioner O'Rourke stated that this agenda item is too extensive and more time is needed to review. Commissioner Linden requested that the evaluation process be amended in regards to how the evaluation is presented because of the potentially embarrassing information that is conveyed. Vice Mayor Hensley agreed that the evaluation should be more intimate.

Motion to move the item to the December 17th meeting made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner O'Rourke.

Voting Nay: Vice Mayor Hensley, Commissioner Thomas.

Town Manager Reade was provided the opportunity to address the pension situation that was brought up. Town Manager Reade explained that he was made aware two weeks ago that there were issues with the Town's pension. He went on to say that the conversion to the Florida Retirement System that should have become active on July 1, 2025 did not take place, but they have since initiated the paperwork process and the funds are ready to be sent to the State. He also stated that he was unaware that the Inspector General's Office was involved and planning a visit to the Town. Town Manager Reade wanted to assure the Commission that this was just a mistake that happened and it has been resolved. Mayor Michaud asked if the Town Manager had received any correspondence from the Inspector General's Office. Town Manager Reade stated he did not receive anything except a phone call from the State.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird provided an update on 1100 2nd Court. He stated that the code violation has been corrected and an inspection of the storage unit revealed only construction material inside, which is allowable. The parties have filed disclosures followed by discovery and the process is very long and costly. Town Attorney Baird requested authority to dismiss the lawsuit. Motion made to authorize the Town Attorney to dismiss the lawsuit by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Linden, Commissioner O'Rourke.

Voting Nay: Commissioner Thomas

Town Attorney Baird wished everyone a happy Thanksgiving.

-Town Manager Reade made the following announcements; Thanksgiving holiday office closures, Holiday Celebration December 5th from 6-8pm at the Town Green, three candidates have qualified for the upcoming Mayoral election; Roger Michaud, Rafael "Ralph" Moscoso and Kelly "Steele" McNamara. He wished everyone a happy Thanksgiving.

-Commissioner O'Rourke had no comments.

-Commissioner Thomas felt the ribbon cutting at Studio Ten was beautiful. She wished everyone a happy Thanksgiving.

-Commissioner Linden thanked Palm Beach Sheriff's Office (PBSO) for their assistance for the turkey give-a-way. He announced that Lake Park Elementary will have some holiday caroling on

December 11th. He expressed concern regarding the lack of communication for the Community Watch Meeting. He suggested moving the podium in front of the camera during these meetings. The Commission gave consensus to changing the angle of the camera so that speakers are visible during the Commission meetings. He wished everyone a happy Thanksgiving.

-Vice Mayor Hensley wished everyone a happy Thanksgiving.

-Mayor Michaud recognized Tamara Smith, a teacher from Lake Park Elementary who invited the Mayor to attend a government session with her fourth grade class, which he enjoyed very much. He also wished everyone a happy Thanksgiving.

REQUEST FOR FUTURE AGENDA ITEMS:

Commissioner Linden requested a discussion on pay grades in advance of the next budget.

Commissioner Linden also requested a discussion on streamlining the permitting process.

ADJOURNMENT:

Motion to adjourn made by Vice Mayor Hensley, seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Meeting adjourned 8:19 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on December 17, 2025.

_____

Mayor Roger D. Michaud

Town Seal

_____

Town Clerk, Vivian Mendez, MMC

_____

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Exhibit A

Written Testimony for the Lake Park, FL Commission Meeting

Regarding: 1) Proposed Ordinance on Developer Campaign Contributions 2) Considering the 3-Minute Practice of Public Comments and 3) Resident Driven Public Safety Initiatives

FOR THE PUBLIC RECORD

November 19, 2025 Michael Steinhauer, 435 Greenbriar Dr., Lake Park.

Pipestone1992@gmail.com 608-332-5547

Good evening. I am a resident and speak also on behalf of the nonprofit Lake Park Society for the Advancement of Civic Engagement.

This is a sort of heads-up report. Tonight, I will address you on 3 topics in the pipeline of interest to us.

1) I have attached to my testimony a document proposing a new ordinance, a simple and local **"Developer Donation Disclosure and Recusal Ordinance."** It's modeled on ordinances that a few Florida cities (like Palm Beach Gardens and Coral Gables) already use, so it fits within state law. I request your attention in considering codifying this issue and placing it as an upcoming agenda item, to formally converse towards satisfactory language.

2) Recently I emailed all parties around the topic of revisiting the 3-minute public testimony practice. The email was sent on October 6, 2025. Some of you responded, some of you didn't bother. Copies are available again. I ask for the topic to be placed as a formal agenda item so we can have open, good faith discourse about several proposals I specified to promote meaningful opportunities for public dialog with you.

3) We will soon start a campaign to solicit resident volunteer interest in serving in 1 or more defined capacities around public safety in Lake Park. Participation options include Citizens on Patrol, Neighborhood Watch, and a Citizens Emergency Response Team. After a years' worth of meetings with all first responder stakeholders and several of you individually, a vision is in place to accept resident's contribution to public safety. In January, the town will help provide credibility and recruitment support. These programs will include safety checks for town leadership who live in Lake Park. This initiative helps address our mission toward engaging residents in Lake Park affairs.

These timely town topics are contemplated in full transparency and in thoughtful good faith. Please find space on your busy agendas to examine these matters.

PS: Under most challenging circumstances, I believe Richard Reade is doing excellent work for Lake Park. Thank you.

ATTACHMENT: November 19, 2025 Lake Park Commission Meeting

Lake Park Society for the Advancement of Civic Engagement Public Testimony

Subject: *Proposal for a Local* ***"Developer Donation Disclosure and Recusal Ordinance"***
To: *Mayor Roger Michaud, Town Commissioners, Town Attorney, Town Manager*
From: *Katia Zestkova and Michael Steinhauer and Concerned Residents of Lake Park*
Date: *November 19, 2025*

Dear Mayor Michaud and Commissioners,

Lake Park residents value honest, transparent decision-making. To strengthen public confidence in our ongoing town development reviews of P3 and PADD negotiations, we respectfully propose adoption of a **"Developer Donation Disclosure and Recusal Ordinance,"** *modeled on similar measures used by other Florida municipalities.*

Purpose

To ensure that land-use and contract decisions are free from both actual and perceived influence by campaign contributors who have matters pending before the Town.

Key Provisions

1. **Disclosure.** Any commissioner who has received campaign contributions of $250 or more from a developer, applicant, or their agent with a pending project must publicly disclose that contribution before discussion or vote.
2. **Recusal Option.** After disclosure, the commissioner may voluntarily abstain or may participate only after the Town Attorney provides a written opinion confirming no conflict of interest under Chapter 112, F.S.
3. **Cooling-Off Period.** No candidate or sitting commissioner may accept campaign contributions from any entity with an active development application until the final vote on that matter or six months after its withdrawal or denial.
4. **Public Database.** The Town Clerk would maintain an online register of campaign contributions to sitting commissioners from applicants or contractors who have appeared before the Town within the past 24 months.
5. **Enforcement.** Violations would be addressed through existing ethics procedures and may be referred to the Florida and Palm Beach County Commissions on Ethics.

Request

We ask the Commission to direct the Town Attorney to draft a version of this ordinance for public discussion and workshop within 60 days. Our community deserves clear rules that protect both our elected officials and our residents from any appearance of undue influence.

Respectfully, Katia Zestkova and Michael Steinhauer on behalf of the Lake Park Society for the Advancement of Civic Engagement

A More Detailed Explanation of the Proposed Ordinance:

Here's what a simple, local **"Developer-Donation Disclosure and Recusal Ordinance"** could look like. It's modeled on ordinances that a few Florida cities (like Palm Beach Gardens and Coral Gables) already use, so it fits within state law.



Concept: Fair-Process and Transparency Ordinance

Purpose:
To prevent the appearance that land-use or contract decisions are influenced by campaign money from developers who have business before the Town.



Disclosure requirement

Any commissioner who has accepted a campaign contribution of $250 or more from:

- the applicant, owner, developer, or principal in any pending development application; or
- any affiliated company, agent, or attorney for that project

must publicly disclose that contribution **on the record** before discussion or vote on the item.

(This doesn't ban contributions—it just forces sunlight at the critical moment.)



Recusal option

After disclosure, the commissioner may:

- **Voluntarily abstain** from voting on that matter; or
- **Participate** only after the Town Attorney confirms in writing that no conflict of interest exists under §112.3143, F.S.

---

3 Cooling-off period

No candidate or sitting commissioner may **accept contributions** from any developer, applicant, or agent **with an active application** before the Town until:

- the final vote is taken, or
- six months after withdrawal or denial of the application.

---

4 Public database

The Town Clerk maintains an online list showing:

- All campaign contributions to current commissioners from land-use applicants or contractors.
- The dates of contributions and any corresponding votes.

---

5 Enforcement

Violations would be handled the same way as other ethics breaches:

- First offense → public reprimand by the Commission.
- Repeated or willful violations → referral to the Florida and Palm Beach County Commissions on Ethics.

Exhibit B

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 19, 2025

Originating Department: Community Development

Agenda Title: Ordinance No. 05-2025 – Amendment – Comprehensive Plan - Five-Year Capital Improvements Schedule Update (2nd Reading)

Agenda Category (i.e., Consent, New Business, etc.)**:** **Ordinance on 2nd Reading**

Approved by Town Manager: _____ **Date:** _____

Cost of Item: To be billed **Funding Source:** General Fund - Legal

Account Number: 001-514-108-31100 **Finance Signature:** _____

Advertised: _____ **Newspaper:** _____

Attachments: Ordinance # 05-2025, Legal Ad

Please initial one:

_____ Yes I have notified everyone

KJG Not applicable in this case

Summary Explanation/Background:

The Community Development Department is requesting that the Town Commission to amend the Town's Comprehensive Plan to update the Capital Improvement Schedule within the Capital Improvements Element in accordance with state law.

Note: State Statute 163.3177 (3) (a) (4) requires that municipalities annually update their Capital Improvements Element of their Comprehensive Plan to reflect their latest adopted Five-Year Capital Improvements Schedule.

The Town's Capital Improvement's Plan (CIP) was last adopted on Sept 18, 2025 as part of the FY 2026 Budget. Thus, the proposed amendment to the Town's Comprehensive Plan, if approved, would meet the requirements outlined within state law.

Note: Unlike other amendments to the Comprehensive Plan the update of the Capital Improvements Schedule is not required to be reviewed by the state's Office of Economic Opportunity, which serves as the state planning agency, and will become effective upon 2nd reading.

The proposed Ordinance was approved on 1st reading on November 4, 2025 by the Town Commission and is being presented for 2nd and final reading. If approved, the proposed Ordinance would be effective immediately.

The proposed Ordinance was prepared by the Community Development staff and reviewed by the Finance Director and the Town Attorney.

Recommended Motion:

Motion to approve Ordinance 05-2025 on 2nd reading to amend the Comprehensive Plan of the Town of Lake Park by updating the Town's Five-Year Capital Improvements Schedule within the Capital Improvements Element.

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- **Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.**
- **Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.**
- **Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.**
- **Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.**
- **A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.**
- **All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.**

Meeting Date 11/19/2025

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: J Sullivan
Address: 378 S Lake Shore Blvd

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:

_____

I would like to make comments on the following ***Non-Agenda Item(s)***:
On a serious traffic matter - Sabine & 10 ave intersection

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Town of Lake Park
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Meeting Date 11/19/25

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Michael Steinhaker
Address: on file

If you are interested in receiving Town information through Email, please provide your E-mail address: on file

I would like to make comments on the following *Agenda Item*:

I would like to make comments on the following *Non-Agenda Item(s)*:

(3) Topics of proposed programs

Instructions: Please complete this card, including your name and address, once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Exhibit A

Written Testimony for the Lake Park, FL Commission Meeting

Regarding: 1) Proposed Ordinance on Developer Campaign Contributions 2) Considering the 3-Minute Practice of Public Comments and 3) Resident Driven Public Safety Initiatives

FOR THE PUBLIC RECORD

November 19, 2025 Michael Steinhauer, 435 Greenbriar Dr., Lake Park.

Pipestone1992@gmail.com 608-332-5547

Good evening. I am a resident and speak also on behalf of the nonprofit Lake Park Society for the Advancement of Civic Engagement.

This is a sort of heads-up report. Tonight, I will address you on 3 topics in the pipeline of interest to us.

1) I have attached to my testimony a document proposing a new ordinance, a simple and local **"Developer Donation Disclosure and Recusal Ordinance."** It's modeled on ordinances that a few Florida cities (like Palm Beach Gardens and Coral Gables) already use, so it fits within state law. I request your attention in considering codifying this issue and placing it as an upcoming agenda item, to formally converse towards satisfactory language.

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These timely town topics are contemplated in full transparency and in thoughtful good faith. Please find space on your busy agendas to examine these matters.

PS: Under most challenging circumstances, I believe Richard Reade is doing excellent work for Lake Park. Thank you.

ATTACHMENT: November 19, 2025 Lake Park Commission Meeting

Lake Park Society for the Advancement of Civic Engagement Public Testimony

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To: *Mayor Roger Michaud, Town Commissioners, Town Attorney, Town Manager*
From: *Katia Zestkova and Michael Steinhauer and Concerned Residents of Lake Park*
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Dear Mayor Michaud and Commissioners,

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Purpose

To ensure that land-use and contract decisions are free from both actual and perceived influence by campaign contributors who have matters pending before the Town.

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Request

We ask the Commission to direct the Town Attorney to draft a version of this ordinance for public discussion and workshop within 60 days. Our community deserves clear rules that protect both our elected officials and our residents from any appearance of undue influence.

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Public Works

Agenda Title: Resolution 99-12-25 Purchase of 32' Dovetail Equipment Trailer – Right Trailers, Inc. – $23,044.40

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $23,044.40 **Funding Source:** Machinery & Equipment

Account Number: 402-538-402-64100 **Finance Signature:** *Barbara A. Gould*

001-408-597

Advertised:

Date: _____ **Newspaper:** _____

Attachments:
- RFQ No. 133-2025
- RJ Trailers Quote
- Warranty Information

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to purchase a new 32-foot dovetail equipment trailer to support Stormwater operations, including transporting heavy machinery for ongoing maintenance, emergency response, and infrastructure protection.

As a result, the Town issued a Request for Quotation (RFQ No. 133-2025 – October 29, 2025) in accordance with the Town's Procurement Policy. The intent of this RFQ was to solicit competitive pricing from qualified vendors to provide one 32' dovetail equipment trailer with a 30,000-pound load capacity.

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246.

Thresholds for the procurement of goods and services.

1. For goods and services with a value greater than $10,000, but less than $35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods, and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ 133-2025 and published addendums, as required.

To ensure the lowest possible price, staff recommends that the Town purchase the trailer from Right Trailers, Inc., for the amount of $23,044.40. If approved, the Town Commission would accept Right Trailers, Inc.'s approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this purchase is available within the FY 2026 Budget – Stormwater Fund (available balance: $108,670.00). This funding is generally provided through the Town's stormwater non-ad valorem assessment revenues.

The proposed purchase of the trailer, if approved, is expected to be delivered within sixty (60) days after execution of the Agreement and is covered under a one-year Manufacturer's Limited Warranty, which includes protection against defects in materials and workmanship for twelve (12) months from the date of delivery.

The proposed Agreement was prepared by the Public Works Department, in coordination with the Finance Director and the Town Attorney, and has been reviewed and accepted by the proposed vendor, Right Trailers, Inc.

Recommendation:

I move to approve Resolution 99-12-25 and authorize the purchase of the 32' dovetail equipment trailer from Right Trailers, Inc., in the amount of $23,044.40; and authorize the Mayor to execute the associated purchase documents.

RESOLUTION 99-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH RIGHT TRAILERS, INC. FOR THE PURCHASE OF ONE 32-FOOT DOVETAIL EQUIPMENT TRAILER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town issued a Request for Quotation (RFQ No. 133-2025) on October 29, 2025, for the purchase of one (1) 32-foot dovetail equipment trailer with a 30,000-pound load capacity; and

WHEREAS, all proposals were received, reviewed, and evaluated in accordance with the published RFQ criteria; and

WHEREAS, Right Trailers, Inc. was determined to be the lowest, most responsive, and most responsible vendor; and

WHEREAS, the Town Commission finds it in the best interest of the Town to award an agreement to Right Trailers, Inc. in an amount not to exceed Twenty-Three Thousand Forty-Four Dollars and Forty Cents ($23,044.40);

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with Right Trailers, Inc., attached hereto as Exhibit A.

Section 3. This Resolution shall take effect immediately upon adoption.

AGREEMENT FOR THE PURCHASE OF A 32-FOOT DOVETAIL EQUIPMENT TRAILER

THIS AGREEMENT ("Agreement") is made and entered into this 19 day of November, 2025, by and between the **Town of Lake Park**, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and **Right Trailers, Inc.**, 7220 US Highway 98 North, Lake Land, FL. 33809 ("Vendor").

WITNESSETH THAT

WHEREAS, the Town issued Request for Quotation RFQ No. 133-2025 for the purchase of one (1) 32-foot dovetail equipment trailer with a 30,000-pound G.V.W.R. ("Equipment"); and

WHEREAS, Right Trailer Inc. submitted a quotation in response to RFQ No. 133-2025; and

WHEREAS, the Town determined that Vendor submitted the lowest, most responsive, and most responsible quotation; and

WHEREAS, the Town desires to enter into an agreement with Vendor for the purchase of the Equipment;

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

1. Scope of Purchase

The Vendor shall furnish and deliver one (1) new 32-foot dovetail equipment trailer meeting or exceeding the specifications set forth in RFQ No. 133-2025 and the Vendor's submitted quotation. The Equipment shall include:

- 30,000-pound G.V.W.R.
- Dovetail configuration
- Required safety, lighting, and braking systems
- All standard manufacturer components and accessories
- Vendor shall deliver the Equipment fully assembled and ready for operational use.

2. Warranty

The Equipment shall be provided with the PJ Trailers Manufacturer's Limited Warranty, which warrants coverage against defects in materials and workmanship for a period of twelve (12) months from the date of delivery.

3. Delivery

Vendor shall deliver the Equipment to the Public Works Department located at 535 Park Avenue, Lake Park, Florida 33403, within the timeframe mutually agreed upon following execution of this Agreement.

4. Compensation

The Town shall pay Vendor a total amount of $23,044.40 for the Equipment. Payment shall be made after delivery and inspection confirming compliance with Town specifications.

5. Public Records Compliance

Vendor shall comply with Florida's Public Records Law, Chapter 119, Florida Statutes, including all requirements applicable to contractors providing goods or services to a public agency.

6. Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK

By: _____

Name: _____

Title: _____

Date: _____

RIGHT TRAILERS, INC.

By: _____

Name: Michael Scott, Right Trailers, Inc.

Title: President

Date: 11/19/2025

TOWN OF LAKE PARK, FLORIDA
REQUEST FOR QUOTES RFQ 133-2025
32' DOVE TAIL EQUIPMENT TRAILER WITH A 30,000-LBS LOAD CAPACITY

I. Introduction

The Town of Lake Park is requesting quotes from qualified vendors to provide a 32' Dovetail Equipment Trailer with a 30,000 pound-load capacity, with electric brakes.

II. Specifications

- 32' Dovetail Equipment Trailer
- Low-Profile 3" Pintle hitch eye
- 30,000 G.V.W.R.
- Electric brakes
- 5' dovetail, flip over monster ramps- lift assist, five pair D-rings
- Dual HD 25,000-lbs, Jost Jacks
- Four extra side marker lights - 2 per side
- 17,500-lbs winch w/HD Plate & Battery - roller on rear of deck for winch cable
- Rubrail & stake pockets, retractable steps on both sides
- Lockable front tool box
- 102" wide deck, DOT reflective tape, DOT approved flush mount LED lights

III. Quote Submission Requirements

Each quote must be submitted electronically via email: townclerk@lakeparkflorida.gov, or in person/by mail to:
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Please clearly label all submissions:
RFQ 133-2025
32' DOVE TAIL EQUIPMENT TRAILER WITH A 30,000-LBS LOAD CAPACITY

Submissions should include the following:

1. A detailed pricing breakdown.
2. Warranty information and details of ongoing maintenance or support services offered locally.

IV. RFQ Questions

Questions must be submitted via email: townclerk@lakeparkflorida.gov by **Wednesday November 5, 2025, at 10:00 AM (EST).**

V. Evaluation Criteria

Submissions will be evaluated based on the following criteria:

1. **Total cost and value** for money.
2. **Quality and certification** of the proposed materials.
3. **Warranty terms** and ongoing local support offerings.

VI. Terms and Conditions

The Town of Lake Park reserves the right to:

1. The Town reserves the right to reject any or all submissions.
2. Late quotes will not be accepted.
3. All quoted prices must remain valid for 90 calendar days.
4. No unauthorized use of the Town seal is permitted.

VII. Submission Deadline

All quotes must be submitted by:
Wednesday, November 12, 2025, at 2:00 PM (EST)

VIII. Contact Information

For RFQ questions:
Vivian Mendez, Town Clerk – townclerk@lakeparkflorida.gov

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.10.29 15:09:24 -04'00'

RIGHT TRAILERS INC.

Company Info:
7220 US HWY 98 N
LAKELAND, FL 33809, USA

Sales Info:
Tommy Williams
Phone : (863) 667-4448

Customer Info:
Town of Lake Park

Low-Pro Pintle with Duals

Quote #242726

- 32 feet
- 3" Pintle Eye $0.00
- (2) 16,000# w/235/75R17.5" LR-J Dual T&W Electric / Spring $6,179.60
- 5' Dovetail w/ 2 Flip-over Monster Ramps $1,234.80
- Primer + Black Powder Coat $0.00



Options:
5 Extra Pair D-Rings $222.60, 30, 000 GVWR Must have 30k coupler/12k axles or higher $0.00, Dual HD 25k Jost Jacks $655.20, 4 Extra Side Marker Lights, 2 Per Side $148.40, Winch 17.5K w/HD Plate & Battery $2, 203.60, Roller on Rear of Deck for Winch Cable $172.20

* actual product may vary from image shown

Notes:

Standard Features

- 25,000 lb. G.V.W.R.
- 10,000 lb. x 2 G.A.W.R.
- 3" Pintle Eye Face Mount Coupler
- Safety Chains
- 2 - Drop Leg Jacks (10,000 lb.)
- 2 - Oil Bath Brake Axles (10,000 lb.)
- Heavy Duty Spring Suspension
- 8 Dual Wheels, 16" Black, 8 on 6.5" Bolt Pattern
- 8 - 16" 235/80R16 Radial Tires (3,090 lb)
- Rubrail & Stake Pockets
- Electric Breakaway Kit w/ Charger
- DOT Reflective Tape
- Retractable Monster Steps on Both Sides
- Lockable Front Toolbox
- 8' Ramps w/ Holders
- 12â€ x 19 lb. I-Beam Tongue & Main Frame
- 3" Channel Crossmembers 16" on Center
- 2" x 6" x 1/8â€ Rectangular Tubing Outer Deck Frame
- 2" Treated Pine Lumber Deck
- 102" Wide Deck
- DOT Approved Flushmount Lifetime LED Lights
- Amber Side Turn Flashers
- All-Weather Wiring Harness (7-way RV)
- Sand Blasted, Acid Washed, Powder Coated
- Spare Tire & Mount
- TwistGuardâ„¢ Standard on 30' and up
- Industry Leading Axle and Structural Warranty ***See Warranty Guide***

Trailer Price:	$27,966.40
Discount:	-$5,761.00
Taxes:	$0.00
Fees:	$839.00
Registration:	$0.00
Other:	$0.00

Total Price: $23,044.40



PJ TRAILERS

WARRANTY POLICY

1.1 WARRANTY POLICY

1.1.1 MANUFACTURER'S WARRANTY

PJ trailers warrants that it's product to the original purchaser will be free of defect(s) for a period of one (1) year, providing that the following conditions are met and satisfied.

1.1.2 WARRANTY COVERS

Warranty covers the main frame for 3 years, ramps, crossmembers, railings and any non wearing items for 1 year. Normal wear items will not be replaced due to wear. These normal wear items include but are not limited to flooring, paint, brake lining(s), bearings and hoses. All auxiliary parts such as brakes, calipers, jacks, wheels, bearings, tires, suspension, lights, hydraulic dump cylinder and controls are covered by the warranty of their manufacturer.

1.1.3 LIMITATIONS

The sole responsibility of PJ Trailers under this limited warranty shall be to repair and replace parts at the PJ Trailers factory, or at a PJ Trailers authorized dealer, or another location (with prior written approval by PJ Trailers). All other obligations or liabilities, including incidental or consequential damages or contingent liabilities arising out of the failure of any parts to operate properly are hereby excluded, including but not limited to any damages resulting from loss of use, inconvenience, loss of time, commercial loss, or any other type of damages general or specific, foreseen or unforeseen, unless applicable state law provides otherwise. PJ Trailers will not reimburse any claimant for any adjustment or repair of a PJ Trailers trailer without prior written approval by PJ Trailers. Any repairs performed at a location other than PJ Trailers manufacturing, will be allotted $25.00 per hour for labor costs.

1.1.4 WARRANTY VOID

PJ trailers is not responsible for damage caused by accident, negligence, abuse, misapplication, or misuse of a trailer or any of its component parts. Loading in excess of gross vehicle load rating stated on the certificate plate will invalidate any and all warranties. Any modifications, alterations, or repair to any product manufactured by PJ Trailers without PJ Trailers prior knowledge and written consent will void manufacturer's warranty.

1.1.5 TRANSPORTATION COSTS EXCLUDED

Transportation of any trailer to and/or from your dealer, or an approved repair facility, or PJ Trailers factory shall be the responsibility of the trailer owner. PJ Trailers shall not be held responsible for any such costs.

1.1.6 DISCLAIMERS

This warranty is expressly given in lieu of all other warranties and representations. PJ Trailers makes no representation or warranty of any kind, express or implied, with respect to PJ Trailers weather as to merchantability, fitness for a particular purpose or any other matter. No one, including an authorized PJ Trailers dealer is authorized to make further or additional warranties on behalf of PJ Trailers.

1.1.7 DEALER RESPONSIBILITIES

The dealer is responsible for submitting the manufacturer any claim you wish to make under this Limited Warranty.

1.1.8 REQUIRED WARRANTY CLAIM PROCEDURE

1. Within five (5) days after discovering a problem with your PJ Trailers trailer, return your trailer for inspection to your PJ Trailers dealer where you bought your trailer.
2. If your dealer cannot repair the problem free of charge and you want to file a claim under this warranty, your local dealer must send to PJ Trailers by registered letter or fax a warranty claim form, together with all the required information within ten (10) days of the discovery of your defect.
3. PJ Trailers will acknowledge such receipt of a claim by registered letter or fax to the dealer and the claimant. PJ Trailers will respond as soon as possible, being later than thirty (30) days after receipt of the claim.
4. Any defected parts must be sent by prepaid freight to PJ Trailers, in order to qualify the claimant for replacement or reimbursement under this limited warranty. Any defective parts must be returned to PJ Trailers WITHIN THIRTY (30) DAYS OF THE DATE OF APPROVAL TO QUALIFY FOR REIMBURSEMENT.
5. PJ Trailers reserves the right to not pay unreasonable cost for replacement or repair of defects to a PJ Trailers trailer, and may at it's discretion, establish reasonable reimbursement or parts for any authorized work performed under the terms of this Limited Warranty.
6. When required, photos of defective part(s), or the actual part(s), may have to accompany the warranty approval before payment can or will be made.
7. PJ Trailers HERE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THE USER'S MANUAL.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	December 17, 2025
Originating Department:	Public Works
Agenda Title:	Resolution No. 100-12-2025 - Annual Pest Control Service - Town Facilities - Northwest Exterminating Co., LLC - $23,580 (3-Year Agreement)

Agenda Category (i.e., Consent, New Business, etc.): Consent

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$7,860.00 per year	**Funding Source:**	General Fund/Marina Fund
Account Number:	001-597-408-34000 ($7,284) 401-579-800-34000 ($576)	**Finance Signature:**	*Barbara A. Gould*
Advertised:			
Date:	N/A	**Newspaper:**	

Attachments:
- Resolution No. 100-12-2025
- Agreement for Pest Control Services for Town Facilities – Northwest Exterminating Co., LLC
- RFQ 1305-2025 Request for Quotes
  Northwest Exterminating Proposal

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to obtain a qualified contractor to provide monthly pest control services for the following Town facilities:

- Town Hall
- Town Library

- Public Works
- PBSO District 10 Building
- Recreation Building
- Evergreen House
- Kelsey Park West (Restroom and Utility)
- Kelsey Park East (Pro Shop)
- Kelsey Park East (Pavilion) Kelsey Park East (Restroom)
- Lake Park Harbor Marina

As a result, the Town issued a Request for Quotation (RFQ) for pest control services for town facilities (RFQ #135-2025 – November 13, 2025) in accordance with the Town's Procurement Policy. The intent of this RFQ was to select a qualified contractor to provide pest control services for town facilities for three (3) years, with the option to renew for two (2) additional one-year terms.

The Public Works Department is recommending that the Town enter into a three (3) year agreement with Northwest Exterminating Co., LLC, for the annual cost of $7,860 (or $23,580 over the 3-Year term of the proposed Agreement).

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246. Thresholds for the procurement of goods and services.

1. For goods and services with a value greater than $10,000, but less than $35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ 135-2025 and published addendums, as required.

If approved, the Town Commission would accept Northwest Exterminating Co., LLC's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this project is available within the FY 2026 Budget – Various Funds.

If approved, the initial agreement will commence on December 17, 2025 and will run until December 17, 2028 with the option to renew for two (2) additional one-year terms.

The proposed Agreement was prepared by the Town's Public Works Director and reviewed by the proposed vendor, Northwest Exterminating Co., LLC, the Finance Director and the Town Attorney.

The Town has previously contracted with Northwest Exterminating Co., LLC and they are an established firm with a strong record of performance in the pest control industry.

Recommended Motion:

I move to approve Resolution 100-12-2025 and authorize a Pest Control Services Agreement with Northwest Exterminating Co., LLC., in the amount of $23,580, with; and authorize the Mayor to execute the proposed Agreement with Northwest Exterminating Co., LLC.

RESOLUTION NO. 100-12-2025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH NORTHWEST EXTERMINATING CO., LLC FOR PEST CONTROL SERVICES FOR TOWN FACILITIES PURSUANT TO RFQ #135-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town has identified the need for pest control services the following Town facilities: Town Hall, Town Library, Public Works PBSO District 10, Recreation Building, Kelsey Park West (Restroom and utility), Kelsey Park East (Pro Shop), Kelsey Park East (Pavilion), Kelsey Park East (Restroom), Lake Park Harbor Marina, and the Evergreen House; and

WHEREAS, the Town issued RFQ #135-2025 seeking competitive quotes for pest control services, and Northwest Exterminating Co., LLC submitted the only responsive and responsible quote for the annual amount of $7,860.00. The total three (3) year term amount of $23,580.00, inclusive of all required labor, materials, delivery, permits, and applicable taxes; and

WHEREAS, the Town Commission desires to fund this purchase through the General Fund Account No. 001-597-408-34000 and proceed with the acquisition in accordance with the Town's Procurement Policy.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an Agreement with Northwest Exterminating Co., LLC, attached hereto as Exhibit "A," to provide pest control services for three (3) year term amount of $23,580.00.

Section 3. Funding for this purchase shall be provided from the General Fund Account No. 001-597-408-34000; any future costs associated with maintenance, warranty, or replacements shall be budgeted in subsequent fiscal years as necessary.

Section 4. This Resolution shall take effect immediately upon adoption.

AGREEMENT FOR THE PROVISION OF PEST CONTROL SERVICES FOR TOWN FACILITIES

THIS **AGREEMENT** (the "Agreement") is made and entered into this 17 day of December, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Northwest Exterminating Co., LLC, 2420 North Andrews Ave Ext, Pompano Beach, FL 33064 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued Request for Quotation RFG #130-2025 on October 10, 2025 for pest control services for town facilities; and

WHEREAS, Northwest Exterminating Co., LLC submitted the only responsive and responsible quote for the total amount of $23,580.00; and

WHEREAS, the Town Commission finds it in the best interest of the Town to enter into an agreement with Northwest Exterminating Co., LLC for pest control services for town facilities in accordance with the RFQ and the Vendor's quote; and

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

Scope of Services/Supply – Contractor shall provide pest control services for the following Town facilities: Town Hall, Town Library, Public Works PBSO District 10, Recreation Building, Kelsey Park West (Restroom and utility), Kelsey Park East (Pro Shop), Kelsey Park East (Pavilion), Kelsey Park East (Restroom), Lake Park Harbor Marina, and the Evergreen House, in accordance with the specifications outlined in RFQ #135-2025 and Contractor's proposal dated November 16, 2025, both of which are incorporated herein by reference.

Agreement Term and Compensation – The initial agreement will commence on December 17, 2025, and will run until December 17, 2028, with the option to renew for two (2) additional one-year terms. The Town shall pay the Contractor annually $7,860.00. The total three (3) year term amount of $23,580.00 is inclusive of all labor, materials, delivery, permits, taxes, and associated costs.

Licenses and Insurance – Contractor shall maintain all required licenses and insurance, including general liability, workers' compensation, and fumigation certification, during the term of this Agreement.

Compliance with Laws – Contractor shall perform all obligations in accordance with applicable federal, state, and local laws and regulations.

Termination – The Town may terminate this Agreement for cause or convenience upon written notice.

Public Records – Contractor shall comply with Chapter 119, Florida Statutes, relating to public records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK	Northwest Exterminating Co., LLC
By: _____	By: _____
Name: _____	Name: Ron Ellman
Title: _____	Title: Service Center Manager
Date: _____	Date: 11/28/2025

RFQ 135-2025 Pest Control Services

By:

Northwest Exterminating

2420 North Andrews Ave Ext

Pompano Beach, FL 33064

954-344-8686

www.callnorthwest.com

Prepared For:

Town of Lake of Park

480 Hibiscus St

West Palm Beach, FL 33401

11/16/2025

Scope of Work as per RFQ 135-2025

Pest Control:

Item #	Location	Address	Approx. Sq Ft	Monthly Price per Location (MP)	Annual Cost (12 x MP)
1	Town Hall	535 Park Avenue	15,372	$54.00	$648.00
2	Library	529 Park Avenue	9,685	$30.00	$360.00
3	Public Works	640 Old Dixie Hwy	4,200	$38.00	$456.00
4	PBSO District 10	700 6th Street	5,350	$41.00	$492.00
5	Recreation Building	800 Park Avenue	2,156	$21.00	$252.00
6	Evergreen House	601 Federal Hwy	1,169	$18.00	$216.00
7	Kelsey Park West (Restroom and utility)	601 Federal Hwy	1,200	$18.00	$216.00
8	Kelsey Park East (Pro-Shop)	700 Lake Shore Dr	735	$18.00	$216.00
9	Kelsey Park East (Pavilion)	700 Lake Shore Dr	1,740	$21.00	$252.00
10	Kelsey Park East (Restroom)	700 Lake Shore Dr	675	$18.00	$216.00
11	Lake Park Harbor Marina	105 Lake Shore Dr	6,734	$26.00	$216.00
			TOTAL	**ANNUAL:**	**$3,540.00**

**The pest control service includes rodent traps placed inside buildings. These traps will be checked on a monthly basis. For effective control, an intensive service is recommended; please refer to Item #10 for more details.*

Rodent Control:

Item #	Location	Address	Number of Bait Boxes to be Installed	Monthly Price per Location (MP)	Annual Cost (12 x MP)
12	Town Hall	535 Park Avenue	12	$72.00	$864.00
13	Library	529 Park Avenue	8	$48.00	$576.00
14	Public Works	640 Old Dixie Hwy	12	$72.00	$864.00
15	PBSO District 10	700 6th Street	8	$48.00	$576.00
16	Recreation Building	800 Park Avenue	3	$18.00	$216.00
17	Evergreen House	601 Federal Hwy	4	$24.00	$288.00
18	Kelsey Park West (Restroom and utility)	601 Federal Hwy	0	$0.00	$0.00
19	Kelsey Park East (Pro-Shop)	700 Lake Shore Dr	3	$18.00	$216.00
20	Kelsey Park East (Pavilion)	700 Lake Shore Dr	2	$12.00	$144.00
21	Kelsey Park East (Restroom)	700 Lake Shore Dr	3	$18.00	$216.00
22	Lake Park Harbor Marina	105 Lake Shore Dr	5	$30.00	$360.00
			TOTAL	**ANNUAL:**	**$4,320.00**

ADIITIONAL SERVICES

Item #	Description	Unit Price
23	Additional Rodent Bait Station	$6.00
24	Intensive Rodent Trapping service - per occurrence, per location, when needed, includes 4 visits, every 3-4 days	$325.00

TOTAL ANNUAL COST (Items 1-22) – 7,860.00 (no price adjustments for 3 years)

Recent References:

City of Delray Beach – pest and rodent control services for 50 locations
City of Oakland Park – pest and rodent control services for 23 locations
Fort Lauderdale Airport - pest and rodent control services for 21 buildings
Palm Beach County Water Treatment Plants - pest and rodent control services for 4 facilities
City of North Miami Beach - pest and rodent control services for 18 locations

TOWN OF LAKE PARK, FLORIDA
REQUEST FOR QUOTES (RFQ) 135-2025
PEST CONTROL SERVICES FOR TOWN FACILITIES

I. Introduction

The Town of Lake Park is soliciting sealed quotes from qualified Contractors to provide pest control services for town facilities.

- **Contract Period** - The anticipated contract term resulting from this RFQ is for three (3) years, with the option to renew for two (2) additional one-year terms. The initial agreement will take effect on December 17, 2025, and will remain in effect until December 17, 2028.
- **Payment** - Invoices for payment will be submitted every month for the duration of the contract.

II. Scope of Services

Vendor shall provide the following goods and services for the following Town Facilities:

Location Name	Address	Approx. Sq. Ft.
Town Hall	535 Park Avenue	15,372
Library	529 Park Avenue	9,685
Public Works	640 Old Dixie Hwy	4,200
PBSO District 10	700 6th Street	5,350
Recreation Building	800 Park Avenue	2,156
Evergreen House	601 Federal Hwy	1,169
Kelsey Park West (Restroom and utility)	601 Federal Hwy	1,200
Kelsey Park East (Pro-Shop)	700 Lake Shore Drive	735
Kelsey Park East (Pavilion)	700 Lake Shore Drive	1,740
Kelsey Park East (Restroom)	700 Lake Shore Drive	675
Lake Park Harbor Marina	105 Lake Shore Drive	6,734

The Contractor shall furnish all professional/special pest control services, including supervision, labor, materials, pesticides, tools, equipment, insurance, permits, and fees necessary to accomplish pest control tasks. These tasks include surveillance, trapping, pesticide application, and pest removal, which assist in controlling vermin and pests, including carpenter ants, crawling insects, and nuisance rodents.

Pests are defined as, but not limited to, the following: American brown banded cockroaches, ants, silverfish, pantry pests, rats, mice, spiders, and other vermin. Rodents are defined as, but not limited to, the following: rats, mice, squirrels, and other small animals that may infiltrate building spaces.

Required Service - Monthly Insect and Rodent Control. This service level shall be provided on a monthly treatment basis.

a. The Contractor shall adequately control the following pests:
    - All indoor populations of ants, cockroaches, rodents (including mice and rats), spiders, fleas, and millipedes, as well as outdoor populations of the same pests within 5 feet of any building, including individual excluded pests that occasionally invade buildings.
b. The Contractor shall use non-pesticide methods of control wherever possible.
    - These methods include the use of portable vacuums for initial clean-outs of cockroach infestations, swarming insects, and spiders in webs, as well as low-visibility trapping devices for indoor fly control and other methods that preclude the use of chemical pesticides. (Low visibility precludes the use of fly strips hung in public areas.)
c. As a general rule, the Contractor shall apply insecticides as "crack and crevice" treatment only (using an appropriate application tool or nozzle). Bait formulations should be used for cockroach and ant control wherever appropriate. Sticky traps should be used to guide and evaluate indoor insect control efforts.
d. The contractor shall provide rodent control inside and outside occupied buildings. The contractor shall primarily accomplish control using traps (including bait boxes for each location. All such devices must be concealed in a protected area to prevent them from being affected by routine cleaning and other operations.
e. In exceptional circumstances, when rodent poisons are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain approval from the Town's Public Works department before using those poisons. All rodent poisons shall be placed in inaccessible locations and in EPA-approved tamper-resistant bait boxes. Frequency of bait box servicing depends on the level of rodent infestation. Bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on protecting non-target organisms.
f. All bait boxes shall be placed out of general view and in locations that will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface. Place bait in the baffle-protected feeding chamber and never in the runway of the box.

III. Quote Submission Requirements

Each quote must be submitted electronically via email: townclerk@lakeparkflorida.gov, or in person/by mail:
Town Clerk
Town of Lake Park

535 Park Avenue
Lake Park, FL 33403

Please clearly label all submissions:
RFQ 135-2025 - Pest Control Services for Town Facilities

Required quote details:

- Annual Cost (per year for the first three (3) year term)
- Annual price adjustment percentage
- Confirmation of insurance and compliance with Florida codes
- W-9 form (Required for vendors not registered with the Town)

IV. RFQ Questions

Vendors are encouraged to contact Public Works to schedule site visits before submitting their quotes. Site visits must be scheduled with Public Works by **Monday, November 17, 2025**.

All questions must be submitted in writing to:
townclerk@lakeparkflorida.gov by **Tuesday, November 18, 2025, at 3:00 pm EST**.

V. Evaluation Criteria

Quotes will be evaluated based on:

- Total cost
- Qualifications and experience
- Compliance with scope and specifications
- Service availability and responsiveness

VI. Terms and Conditions

- The Town reserves the right to reject any or all submissions.
- Late quotes will not be accepted.
- All quoted prices must remain valid for 90 calendar days.
- No unauthorized use of the Town seal is permitted.
- All work must comply with current Florida Building and Environmental Codes.

VII. Price Adjustments

In recognition of market fluctuations, annual unit price adjustments may be considered on the anniversary of the contract. Adjustments, if any, shall be based on the Consumer Price Index (CPI) and subject to approval by the Town.

VIII. Deadline for Submission

All quotes must be submitted by:
Friday, November 21, 2025, at 2:00 PM (EST)

IX. Contact Information

For RFQ questions:
Vivian Mendez, Town Clerk – townclerk@lakeparkflorida.gov

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.11.13 08:46:39 -05'00'

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	December 17, 2025
Originating Department:	Public Works
Agenda Title:	Resolution 101-12-25 – Agreement - Evergreen House Restoration Project - Professional Architectural Design and Consulting Services (RFQ #109-2025) - Baker Design Build – $78,120

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$78,120.00	**Funding Source:**	Special Project Fund/Public Improvement Fund
Account Number:	301-521-301-63821/160-559-160-63000	**Finance Signature:**	*Barbara A. Gould*
Advertised Date:	06/01/2025	**Newspaper:**	Palm Beach Post

Attachments:

1) Resolution to Execute an Agreement with Baker Design Build
2) Architectural Services Proposal from Baker Design Build

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

On ____, the Town issued a Request for Qualification (RFQ #109-2025) for Professional Architectural Design and Consulting Services for the Evergreen House Restoration Project, in accordance with the Town's Purchasing Code and Florida's Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes.

An Evaluation Committee recommended RJ Heisenbottle Architecture and Baker Design Build as the top two highest ranked firms. As a result, staff has been working on a proposed

Agreement to complete the outlined scope of work for the proposed Evergreen House Restoration Project.

The scoring results were as follows:

- RJ Heisenbottle Architecture – 459 points
- Baker Design Build – 422 points
- The Tamara Peacock Company Architecture – 413 points
- ACi – 0 points

On September 3, 2025, the Town Commission approved the evaluation committee's ranking for (RFQ #109-2025 and authorized the Public Works Director to negotiate with the top-ranked firm, RJ Heisenbottle Architecture (Resolution #56-09-25). However, the Town was unable to reach a reasonable and equitable agreement with this firm, and, in accordance with the RFQ process, negotiations were then initiated with the second-ranked firm, Baker Design Build.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 109-2025 and published addendums, RFQ Advertisement, Resolution to negotiate with top firm, etc.

As a result, negotiations with Baker Design Build have been completed, and staff is requesting the Town Commission to consider a proposed Professional Architectural Design and Consulting Services for the Evergreen House Restoration Project in the amount of $78,120. The proposed Agreement, if approved, would include scope definition, design development, construction document preparation, permitting coordination, and engineering support services necessary for the completion of the Evergreen House Restoration Project.

Funding for this proposed project is being provided through a Historical Preservation Improvements Grant by the Florida Department of State - Division of Historical Resources.

The proposed Agreement was prepared by the proposed firm, Baker Design Build, and reviewed by the Public Works Director, the Project Manager - Capital Projects, the Finance Director, and the Town Attorney.

The Town has not previously worked with Baker Design Build; however, this firm has been utilized by other municipalities, who have reported that Baker Design Build has provided quality work and responsive customer service.

Recommendation:

I move to approve Resolution 101-12-25 and approve an Agreement with Baker Design Build for Professional Architectural Design and Consulting Services to support the Evergreen House Restoration Project, in the amount of $78,120; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION NO. 101-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BAKER CONSULTING & ENGINEERING, LLC. (dba: Baker Design Build), TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR THE KELSEY PARK EVERGREEN HOUSE RESTORATION PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #109-2025) in accordance with the Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S., for Professional Architectural Design and Consulting Services, for the Evergreen House Restoration project]; and

WHEREAS, the Town received proposal submittals on July 10, 2025; three proposals were received; and

WHEREAS, on August 13, 2025, the proposal Evaluation Committee reviewed, evaluated and scored the received proposals. The evaluation and scoring resulted in the following results:

1. RJ Heinsenbottle Architects (459 points)
2. Baker Design Build ((422 points)
3. The Tamara Peacock Co. (413 points)

WHEREAS, the Town Commission, on September 03, 2025, accepted the evaluation committee's rankings and authorized the commencement of pricing negotiations with the high score vendor; and

WHEREAS, the town was unable to come to an equitable agreement with the high score vendor

WHEREAS, the Town proceeded with the pricing negotiations with the second highest scored vendor, Baker Design Build, resulting in a successful scope of services and work compensation negotiation between the Town and Baker Design Build; and

WHEREAS, the Town desires to enter into an agreement with Baker Design Build to provide such services in accordance with the negotiated terms and conditions;

NOW THEREFORE, the Town and the Consultant, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Consultant shall perform the professional services described in this agreement, and incorporated herein.

Term – This Agreement shall commence on December 17, 2025 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.

Compensation – The Town shall pay the Consultant **$78,120.00,** as set forth in Exhibit B, Payment Schedule.

Public Records Compliance – The Consultant shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK

By: _____

Name: _____

Title: _____

Date: _____

Baker Consulting and Engineering, LLC
dba: Baker Design Build

By: _____

Name: Tamara G. Baker

Title: CEO

Date: 12-5-25

PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES AGREEMENT FOR LAKE PARK HISTORIC EVERGREEN HOUSE RESTORATION

THIS **AGREEMENT** (the "Agreement") is made and entered into this 17th day of December, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Baker Consulting & Engineering, LLC (dba Baker Design Build), 219 N Newman Street, 2nd Floor, Jacksonville, Florida 32202("Consultant").

PROFESSIONAL SERVICES

This Task Order (Agreement) between the Town of Lake Park, a Florida municipal corporation ("TOWN"), and Baker Design Build ("PROFESSIONAL SERVICES CONSULTANT"), is pursuant to the Architectural Design and Consulting Services RFQ #109-2025 issued by TOWN on June 02, 2025 and due before 2:00 PM on July 10, 2025

PROJECT BACKGROUND

The objective of the proposed Task Work Order (The Project) is to perform a condition assessment of the Evergreen House facility and develop architectural design plans design as required for performing preservation and restoration work in conjunction with the construction preservation scope of work approved by the Florida Division of Historical Resources..

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT will be as follows:

Task 1: Architectural Credentials

CONSULTANT shall provide a copy of the professional architectural / engineering firms credentials and a project timeline (schedule) of the proposed work.

Deliverable: Credential information for submittal to grant agency

Task 2: Project Evaluation and Expectations

CONSULTANT will meet with TOWN representatives on-site to discuss the TOWN's goals for the project. Through discussion, Q+A, and photographs, it is anticipated that CONSULTANT will be given a full and accurate description of the Town's objectives.

Meetings anticipated during this task:

One (1) meeting with staff: One on-site to review scope, and discuss project with TOWN staff.

Deliverable: None.

Task 3: Obtain Limited Existing Topographic Data Along the Proposed Accessible Route

Town will provided CONSULTANT will topographical survey of the Evergreen House location and the surrounding area including sidewalks and topographic data along the proposed accessible route.

Deliverable: CONSULTANT will provide CAD site base plan and PDFs with topographic survey data points as described above.

Task 4: Perform a Condition Assessment of the Existing Facility

CONSULTANT will perform a condition assessment of the existing facility, including, but not limited to the building interior & exterior structural systems and components, the exterior roof, the exterior windows and doors, the existing plumbing and air conditioning mechanical systems and the existing electrical system.

Deliverable: CONSULTANT will provide condition assessment report for review by the TOWN.

Task 5: Estimate Schedule for the Project's Design Phase

CONSULTANT will deliver to the TOWN a PDF document that outlines the anticipated schedule for the design phase of the project.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments of the proposed project design schedule with Town staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDF project schedule for review by the TOWN.

Task 6: Conceptual Design Drawings for Review and Approval

CONSULTANT will deliver to the TOWN a set of PDF documents that are conceptual and preliminary in nature.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments with TOWN staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs drawings for review by the TOWN as they deem necessary and for their general use and distribution.

Task 7: Final Construction Documents for Review and Approval

CONSULTANT will deliver to the Town a set 100% Architectural Design Plans in PDF format that are ready for bidding, permitting and construction

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any final review comments with Town staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs for review, and final electronically signed and sealed PDFs for the Town's use in permitting and General Contractor solicitations.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall provide additional cost pricing for the Additional Services as identified below.

- Additional site visits
- Additional submittals and/or reviews requested by the TOWN
- Additional exhibits requested by the TOWN
- Development of architectural renderings
- Scope additions to that outlined herein that have not been listed above

METHOD OF COMPENSATION

CONSULTANT will perform the services in Tasks 1 - 6 on a lump sum fee plus expense basis plus expenses as shown below.

Task 1 Submit Firms Credentials	
Task 2 Project Evaluation & Expectations	
Task 3 Limited Topographic Survey	
Task 4 Condition Assessment	
Task 5 Estimated Time Line Schedule	
Task 6 Conceptual Design	
Task 7 Final Construction Documents	
Total Architectural Services Amount:	**$ 78,120.00**

PERFORMANCE SCHEDULE

CONSULTANT and the TOWN will agree on a mutually beneficial project schedule. The following is proposed by the CONSULTANT.

Task 1 Provide Firms Credentials	3 days following Notice to Proceed (NTP)
Task 2 Project Evaluation & Expectations	1 day following Notice to Proceed (NTP)
Task 3 Limited Topographic Survey	2 days following Notice to Proceed (NTP)
Task 4 Condition Assessment	2 weeks following Notice to Proceed (NTP)
Task 5 Estimate Design Phase Schedule	1 weeks following Notice to Proceed (NTP)
Task 6 Conceptual Design	6 weeks following Notice to Proceed (NTP)
TOWN review and comment period	*TOWN will review expeditiously.*
Task 7 Final Construction Documents	4 weeks following receipt of review comments

GENERAL PROVISIONS

CONSULTANT will not exceed the total lump sum fee shown without authorization from the TOWN. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

For additional work assignments that are agreed to be billed hourly, the following Labor Rates will apply.

If unforeseen circumstances, or changes to previously approved work, create the need for work beyond the scope proposed herein, additional time shall be allotted to complete the affected tasks, and additional fees in accordance with the rates for hourly services shall apply. CONSULTANT will notify TOWN in writing prior to proceeding with changes in the project scope, and obtain TOWN's approval in writing before commencing.

TOWN's experience with, and understanding of, Architectural and Engineering Services recognizes the follow as consistent and agreeable terms and conditions:

1. CONSULTANT shall rely on information transmitted to him by TOWN or their consultants as being accurate, and shall not be liable for decisions based on those assumptions.
2. It is understood that this is a contract for architectural and engineering services only, and CONSULTANT is not a construction company and will, therefore, not be installing, repairing, replacing, or renovating building materials or components.
3. CONSULTANT shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this contract. Changes made necessary by newly enacted laws, codes and regulations after the agreement date shall entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Contract.
4. The project will be reviewed under the current locally adopted version of the Florida Building Code (FBC). Compliance with any other codes or standards will be considered Additional Services.
5. It is understood that professional certification of CONSULTANT work effort is attached to all limits of liability established by Florida Statutes.
6. Post-construction certification of The Project cannot be done unless a commiserate level of construction observation is requested and paid for by TOWN. If said certification is requested in the absence of adequate construction observation, it will be necessarily limited in scope to exclude all work concealed from view, and will be considered an Additional Service.
7. Payment for services shall be as stated herein and will be invoiced monthly based on the work performed. Invoices shall be due and payable upon receipt of invoice. Invoices past due 30 days will be surcharged 1-1/2% per month on the unpaid balance.
8. Work will cease on any project with invoices 60 days past due. CONSULTANT will not be held liable for any damages resulting from the delay of The Project due to work which is stopped due to delinquent payment.
9. TOWN shall make no claim for professional negligence, either directly or by way of a cross complaint against Baker Design Build, herein referred to as CONSULTANT, unless TOWN has first provided The Consultant with a written certification executed by an independent Florida Registered Engineer practicing Engineering in the State of Florida. This

certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to CONSULTANT not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

10. This agreement can be terminated by either party without cause via written notification of such intentions. Upon receipt of termination, CONSULTANT will finalize all work in progress within 5 working days. TOWN agrees by virtue of this agreement and the issuance of a written termination that CONSULTANT is due all fees earned prior to the receipt of termination letter.

11. **Statement of Grant Funding**: This project is sponsored in part by the State of Florida, Department of State, Division of Historical Resources.

    With this sponsorship comes compliance requirements applicable to State Resources; the compliance requirements may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at http://apps.fldfs.com/fsaa/.

12. **No Discrimination Clause:** The contractor will not discriminate against any employee, under this Agreement, or applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regards to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising, layout or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contacting officer setting forth the provisions of this nondiscrimination clause.

13. **Related Project and Grant Information:**

Design and Construction Budget:

Architectural Services	$ 100,000.00
Exterior Construction Services	$ 172,000.00
Interior Construction Improvements	$ 125,000.00
Total Grant + Town Match Award Amount:	$ 397,000.00

Grant Tentative Project Timeline

Work Item	Starting Date	Ending Date
1) Architectural Design	November 2025	February 2026
2) Review & Approval by Historic Preservation Board	January 2026	January 2026
3) Bidding & Contract Procurement	February 2026	March 2026
4) Construction	April 2026	June 30, 2026
5) Project Close-out	June 2026	June 30, 2026

Grant performance Scope of Work:

Grant funds will be used to restore and renovate the historic Evergreen House in Lake Park. Work items include repair / replace roof, including gutters and downspouts: repair/replace a minimum of nineteen (19) windows; repair/replace a minimum of three (3) doors; repair/replace wood framing; clean exterior walls; repair exterior finishes; seal/waterproof exterior openings, apply exterior sealant/waterproofing to exterior façade, apply exterior finish coat to exterior façade including exterior doors, and exterior painting; replace eleven (11) window awnings; install trellis framing at exterior uncovered patio area; construct ADA compliant sidewalk and ramp; repair/replace interior trims, moldings, casings, doors and hardware; repair/replace damaged interior drywall and plaster wall finishes; repair interior sub-flooring and install new flooring in the bathroom and kitchen areas, and refinish interior wood floors; paint/stain interior walls, doors, trims, and moldings; upgrade plumbing and HVAC; updated electrical systems, including installing a new electrical service panel if needed, installing appropriate fixtures and low voltage improvements. Grant funds will also be used for architectural/engineering services and grant administration.

TOWN OF LAKE PARK

By: _____

Roger Michaud - Mayor *Date*

ATTEST

By: _____

Town Clerk - Vivian Mendez MMC

_____

Date

TOWN ATTORNEY

By: _____ _____

Thomas Baird Jones Foster, PA *Date*

Professional Services Contractor / Consultant:

Company Name: Baker Consulting and Engineering, LLC
dba: Baker Design Build

Address: 219 N. Newman Street, 2nd Floor
Jacksonville, Florida 32202

Phone Number: (904) 356-8520

Authorized Agent for Baker Design Build:

Name: Tamara G. Baker
Printed Name

CEO
Title

Signature::

12-5-25
Date

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PROPOSAL FOR ENGINEERING SERVICES

DATE: November 7, 2025

TO: Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

PROJECT: Evergreen House Restoration
Lake Park, FL BDB Proposal No: 25-0133

PROJECT INFORMATION

Based on a review of the Special Category Grant (Grant No. 25.h.sc.100.065), we understand that The Town of Lake Park is accepting proposals from qualified proposers to provide Professional Architectural Services vital to the preparation of design plans for the Lake Park Historic Evergreen House Preservation Improvements project.

SCOPE OF SERVICES

Based on a review of the above project information, Baker Consulting & Engineering LLC, dba, Baker Design Build, would be pleased to perform the following services requested for the above-referenced project. We anticipate providing the following services: **Development of architectural plans and specifications identifying the structural preservation improvements needed to provide the best use functionality for the Town and its residents. Exterior improvements will include:**

- Replacement of the existing 25-year-old built-up roof and the associated gutters and downspouts.
- Replacement of the existing aluminum windows & French door with Impact Rated Windows & Door
- Replacement of the existing front door and kitchen side door with Impact Rated doors.
- Repair of framing deterioration of various wood framed exterior structural components
- Construction of ADA accessible sidewalk routes to the front entry and rear patio areas
- New waterproofing and painting of the entire building envelop.
- Construction of exterior architectural features to bring the facility back to period conformity.
- Upgrading plumbing, HVAC, and electrical systems.

Baker Design Build can complete the project once the following information is provided to us: **Signed acceptance of this proposal.**

EXCLUSIONS

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- Any service not included in the above SCOPE OF SERVICES is excluded. Additionally, the following are specifically excluded:
  - Construction Cost Estimating & Specifications (other than those included within the drawings).
  - Survey & Geotechnical Investigation.
  - Specifications for Interior Improvements

FEES

Baker Design Build can provide the above services for a lump sum fee as follows:

Scope/Service	Fees
Architectural/Engineering Services	$78,120.00
TOTAL:	**$78,120.00**

Prices are valid for a period of 45 days. Should this proposal meet with your approval, please sign below, and return by fax or email at your convenience. *Design services resulting from significant changes in architectural scope after commencement of the structural design will also be charged at our additional rates listed below. BDB will notify the Client of their opinion that the changes in scope have occurred prior to continuing the work. BDB shall not be obligated to provide additional services unless it agrees to do so in writing.*

ADDITIONAL SERVICES

The services included in this proposal, as well as any Additional Services that are requested by the owner but are not included in this proposal will be billed based on the hourly billing rate schedule shown below.

Project Director/Principal	$275.00
Operations Manager	$230.00
Senior Engineer/SI Representative	$200.00
Engineer/Senior Designer	$175.00
Lead Engineer	$160.00
Jr. Engineer/Designer	$135.00
BIM/CAD Operator	$120.00
Administrative	$90.00

BILLINGS/PAYMENTS

Invoices for the services of Baker Design Build shall be due upon receipt. Invoices that are more than 30 days past due may be subject to late fees. Reimbursable expenses are in addition to lump sum fees and shall be billed at cost plus 1.5%. Reimbursable expenses would only include cost related to the performance of the specified scope such as permit fees and printing costs or delivery costs. All services

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during construction (construction administration), including site visits, repairs, and consulting, that is not within the scope of this proposal will be charged at an hourly rate based on the billing rates provided in this proposal.

ACCESS TO THE SITE

Unless otherwise stated, Baker Design Build will have access to the site for activities necessary for the performance of the services. Baker Design Build will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

CERTIFICATIONS

Guarantees and Warranties: Baker Design Build shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Baker Design Build cannot ascertain.

OWNERSHIP OF DOCUMENTS

All documents produced by Baker Design Build under this agreement shall remain the property of Baker Design Build and may not be used by the Client for any other endeavor without the written consent of Baker Design Build. Acceptance of this proposal will be in accordance with the Terms and Conditions for Professional Services provided with this proposal. If you have any questions regarding this proposal, please contact me at 904-386-3242. If this proposal is acceptable, please sign the form below.
If there are any questions or areas of the proposal that need clarification or adjustment, please let Baker Design Build know at your earliest convenience.

NO DISCRIMINATION CLAUSE

The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.

BILLING INFORMATION

Billing Name: _____

Address: _____

_____

Phone: _____

Email: _____

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11-7-2025
Proposal Signed and Dated

_____ _____
Proposal Accepted Date
Evergreen House Restoration
Lake Park, FL BDB Proposal No: 25-0133

STANDARD TERMS AND CONDITIONS

1. APPLICATION OF STANDARD TERMS AND CONDITIONS. Baker Consulting & Engineering LLC dba Baker Design Build ("Engineer") and the party stated at the top of the Baker Design Build Proposal ("Client"), in consideration of the obligations expressed in the Baker Design Build Proposal (the "Agreement") for the project or jobsite described on the Agreement (the "Project"), do covenant, promise and agree to be bound by the terms and conditions in the Agreement and this Standard Terms and Conditions (collectively the "Contract"). Should Engineer commence any work described in the Agreement without Client first having signed the Agreement and Client having received a copy of this Standard Terms and Conditions, then Engineer and Client (the "Parties"), until the full execution thereof, shall be deemed to have entered into an oral agreement fully binding upon the Parties and containing the identical provisions as are contained in the Contract.
2. SCOPE OF ENGINEER'S SERVICES. Engineer is obligated towards Client to perform only those included services described in the Agreement as further defined and conditioned in the provisions herein (the "Work"). This Contract does not include any additional services that may be required for the Project but are not listed as included on the Agreement.
3. CONSTRUCTION DOCUMENTS. Unless stated otherwise in the Agreement, based on Client's approval of planning and investigation documents if applicable, Engineer shall prepare for Client's approval construction documents consisting of drawings and specification setting forth in detail the requirements for the items defined in the Work ("Construction Documents"). Engineer, within a reasonable time after approval and request, shall submit to Client up to ten (10) sets of Construction Documents. Additional sets shall be provided at additional cost to Client.
4. EVALUATIONS OF THE WORK. Unless stated otherwise in the Agreement, Engineer, upon written request by Client, shall visit the jobsite to become generally familiar with the progress and quality of the work completed by others, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with plans and specifications produced by Engineer. Unless specifically included in the Work, Engineer shall be entitled to additional compensation for services rendered in evaluating the work of others. Engineer shall not be required, notwithstanding statements to the contrary in the Contract, to make exhaustive or continuous observations to check the quality or quantity of work performed by others. Engineer shall have no other obligations concerning evaluation of work being performed by others.
5. CERTIFICATES FOR PAYMENT TO CONTRACTOR(S). Only if specifically included in the Work, Engineer shall review and certify the amounts due the contractor. Engineer's certification for payment shall constitute a representation to the Client, based on Engineer's evaluation of the contractor's work, that to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated on the contractor's application for payment and that the quality of the work is in accordance with the information given and the design concept expressed in Engineer's Construction Documents. Engineer's certification for payment shall not be a representation that Engineer has (i) made exhaustive or continuous inspections to check the quality or quantity of the work, (ii) reviewed construction means, methods, techniques, sequences, or procedures, (iii) reviewed copies of requisitions received from subcontractors and suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (iv) ascertained how or for what purpose the contractor has used money previously paid on account of the contractor's contract sum.
6. SUBMITTALS. Only if specifically included in the Work, Engineer shall review and approve or take other appropriate action upon submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in Engineer's Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Review and approval shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures.
7. REQUESTS FOR INFORMATION. Only if specifically included in the Work, Engineer shall review and respond to written requests for information about Engineer's Construction Documents. Response shall be made with reasonable promptness.
8. PROJECT COMPLETION. Only if specifically included in the Work, Engineer shall conduct inspections, upon written request by Client, to determine the date of substantial completion and the date of final completion; and receive from the contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the plans and specifications produced by Engineer, in the form assembled by the contractor.
9. CHANGES BY ENGINEER. Engineer may, but is not required to, authorize changes in the work being performed by others that are consistent with the information given and the design concept expressed in Engineer's Construction Documents.
10. AGENTS AND AUTHORIZATION. Engineer shall be entitled to assume that orders given, and documents or receipts executed by representatives, employees, or agents of Client shall have been validly authorized by Client, and that Client shall be responsible for these orders, unless Engineer is otherwise notified in advance by writing.

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11. SUB-CONSULTANTS. Engineer may employ such consultants or sub-consultants ("Consultants") as Engineer deems necessary to assist in the performance of the Contract. Client shall provide Engineer and its Consultants with access to the work site at all times relevant to performance under this Contract.
12. RELIANCE ON CLIENT SUPPLIED INFORMATION. Client shall be responsible for, and Engineer and its Consultants may use and rely upon in all respects, any requirements, programs, instructions, approvals, reports, data, and other information furnished by Client. Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Engineer may request additional information from Client that is necessary for Engineer's performance; Client shall furnish requested information in a timely fashion, but in any event not later than 15 days after receipt of written request. Client shall promptly communicate to Engineer about matters relevant to Engineer's performance.
13. LAND RESTRICTIONS. Client, prior to Engineer commencing performance, must provide sufficient information to Engineer regarding any and all encumbrances, easements, covenants, growth management regulations, or other land use controls or restrictions (collectively "Land Restrictions"). If Client fails to provide such information prior to Engineer commencing performance, as required in this provision, Client, and not Engineer, shall be responsible for all costs arising from any issue related to Land Restrictions, including but not limited to additional engineering services, revisions to completed engineering services, changes or additional costs of demolition of construction, fines, losses, and damages.
14. COMPLIANCE. Engineer and Client shall comply with applicable laws, regulations, and Client-mandated standards that Client has provided to Engineer in writing, that are in effect as of the date stated on the Agreement. Changes to these requirements after such date may be the basis for modification of the Contract.
15. PERMITTING AND APPROVALS. Unless specifically included in the Work, Client shall be responsible for filing documents required for, and achieving the, approval of governmental authorities having jurisdiction over the work. Client shall furnish tests, inspections, and reports required by law.
16. COORDINATION OF CLIENT'S OTHER CONSULTANTS. Client shall coordinate the services of its own consultants with those services provided by Engineer. Upon Engineer's request, Client shall furnish copies of the scope of services in the contracts between Client and its other consultants. Client shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.
17. TIME FOR COMPLETION. Unless the Agreement states a specific limited time or date for completion, Engineer shall complete its obligations within a reasonable time, as determined in the sole discretion of Engineer, and any delivery or performance date stated by Engineer is an estimate only and is not a guarantee.
18. DELAYS IN COMPLETION. Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services. If, through no fault of Engineer, a stated period of time or date for completion are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If Engineer fails, through its own fault, to complete its performance required by the Contract within the time set forth, as duly adjusted, then Client shall be entitled to the recovery of direct, but only direct, damages proximately caused by such failure.
19. CHANGES IN THE SCOPE. Notwithstanding the merger and integration provision hereinbelow, if Client authorizes or directs, orally or in writing, changes in the scope, extent, or character of the work, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, may be adjusted equitably.
20. LEGISLATIVE ACTION. If any governmental entity imposes any taxes, fees, or charges on Engineer's services or compensation under the Contract or imposes requirements that cause Engineer to perform additional work or incur costs, then Engineer may invoice Client, in addition to the compensation to which Engineer is entitled under the Contract, for such taxes, fees, charges, work, or costs.
21. COPYRIGHTS AND LICENSES. Engineer shall be deemed the author and Client of all data collected by Engineer and all documents, plans, notes, drawings, tracings, specifications, reports and files collected or prepared by Engineer in connection with the Contract (collectively, "Engineer's Instruments of Service"). Engineer's Instruments of Service shall remain the property of Engineer and Engineer shall retain all common law, statutory and other reserved rights, including copyrights thereto. Upon entering this contract, Engineer grants to Client a nonexclusive license to use Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the project, provided that Client substantially performs its obligations, including but not limited to prompt payment when due. This nonexclusive license automatically terminates upon termination of the Contract by either party, or upon Client's default as determined in the sole discretion of Engineer. Client warrants that in transmitting any information to Engineer, Client is the copyright Client of such information or has permission from the copyright Client to transmit such information for its use in the performance of the Contract.
22. INVOICING AND PAYMENT TERMS. Unless stated otherwise in the Agreement, invoices may be submitted anytime and are NET DUE UPON RECEIPT, but Engineer has discretion to allow a grace period up to thirty (30) days. Such grace period, if allowed, will be stated on the invoice. Any disputed invoice, in whole or in part, must be brought to the attention of Engineer in writing within five (5) days of the receipt of the invoice, or the invoice is deemed correct and undisputed. If Client disputes any portion of an invoice, Client may withhold only that disputed portion, and must pay the undisputed portion. Payment is only contingent upon those terms stated in the Agreement; no other conditions precedent to payment exist.
23. FINANCE CHARGES AND LATE FEE. Client agrees to pay any finance charges that are imposed on Client's account. Subject to the grace period, a finance charge at the highest rate allowable by law, will be imposed from the date of the invoice. Engineer may charge Client a monthly late fee, in addition to a finance charge, equal to 5% of any outstanding balance that remains due, to help defray Engineer's administrative costs associated with handling and collecting Client's delinquent account. It is understood and agreed that in no event shall Client be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable laws.
24. POST JUDGMENT INTEREST. The Parties have conferred and are in agreement that, should a judgment be rendered pursuant to any default of the Contract, the post judgment contractual interest rate shall be eighteen percent (18%) per annum. It is the intent of the Parties to deviate from the statutory interest rate set forth in Section 55.03, Florida Statutes. It is understood and agreed that in no event shall either party be required to pay interest in excess of rates allowed by applicable usury laws.
25. TERMINATION BY ENGINEER. In the event that Client fails to make payment in full on any invoice when due, or if Engineer in its sole discretion believes that Client currently is or will in the future be in default of any provision of the Contract or any other agreement between Client and Engineer, Engineer may at its option exercise any one or more of the following rights or remedies: (i) refuse to accept additional orders from Client; (ii) suspend or terminate the Contract; (iii) declare immediately due and payable all outstanding invoices to Client whether or not such invoices are due and payable; (iv) reclaim Engineer's Instruments of Service, and/or (v) exercise any other rights or remedies that Engineer may have at law or equity.
26. TERMINATION BY CLIENT. Client may terminate the Contract for cause, upon fifteen (15) days written notice and opportunity to cure, if Engineer: (i) repeatedly refuses or fails to comply with its obligations under the Contract; (ii) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (iii) otherwise is guilty of substantial breach of a provision of the Contract.
27. CANCELLATION. Client is entitled to cancel the Contract in whole or in part upon ten (10) days written notice without cause and at the convenience of the Client. Ten (10) days after receipt of such notice, Engineer shall discontinue all of its performance and obligations under the Contract, shall incur no further costs

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of performance, and shall terminate all Consultants and other related orders. Client shall be liable to Engineer for all costs or liabilities incurred by Engineer prior to termination or cancellation.

28. PRICES SUBJECT TO CHANGE. Quoted prices for labor, materials, or miscellaneous costs are subject to change without notice. Price in effect on date of service or delivery shall control.

29. SHIPPING TERMS. All Engineer's Instruments of Service, if shipped to or upon request by Client, are shipped FOB origin.

30. STANDARDS OF PERFORMANCE. The standard of care for all services performed by Engineer under the Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

31. WARRANTIES. Unless otherwise agreed to in a signed writing by Engineer and Client, Engineer makes no express or implied warranty. ENGINEER DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. CORRECTIONS. Generally, Engineer shall only make corrections or changes to the Work for additional compensation. However, Engineer shall correct deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly or indirectly attributable to: (i) deficiencies in Client-furnished information; (ii) actions or requests by Client; (iii) actions or requests by other parties; or (iv) unforeseen conditions; (v) new information.

33. CONSTRUCTION COSTS. Engineer's statements of probable construction costs are opinions only, and Engineer does not guarantee that proposals, bids, or actual construction costs will not vary from such statements. Engineer has no control over, and no liability arising from, estimates of or actual cost of construction.

34. NOT RESPONSIBLE FOR CONSTRUCTION OR CONTRACTOR. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to perform. Engineer shall not be responsible for any acts or omissions by any contractor, its agents or employees, or any other person or entity at the jobsite. Engineer shall not at any time supervise, direct, or have control over an contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selection or used by any contractor, for security or safety of the jobsite, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of the contractor to comply with laws and regulations applicable to the contractor's work. "Contractor" includes, but is not limited to, contractors, subcontractors of any tier, laborers, or suppliers.

35. CONTRACTUAL LIMITATION ON PERSONAL LIABILITY. THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES UNDER THIS CONTRACT IS NOT A PARTY TO THE CONTRACT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES (JULY 1, 2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

36. RELEASE OF LIABILITY. In consideration of and as an inducement to the performance by Engineer, to the fullest extent permitted by law, Client voluntarily releases and forever discharges Engineer and its Consultants of any and all liabilities, claims, actions, causes of action, proceeding, suits in equity, damages, costs or expenses which Client may have against Engineer and its Consultants arising out of or in any way connected to any services or materials provided by Engineer or its Consultants or with any transaction between Engineer and Client, for any and all risks, whether now known or not known, including but not limited to claims based solely on the negligence of Engineer or its Consultants, except for liability arising from intentional torts or recklessness of Engineer.

37. LIMITS OF LIABILITY. If there shall, notwithstanding the other provisions herein, at any time be or arise any liability on the part of Engineer by virtue of the Contract or because of the relation hereby established, whether due to the negligence of Engineer or otherwise, Client's exclusive remedy and Engineer's liability shall be limited to a sum equal to the purchase price paid to Engineer for the particular service or materials (not both) with respect to which liability arose, which sum shall be paid and received as liquidated damages. Such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. In the event Client desires Engineer to assume greater liability for the performance hereunder, a choice is hereby given of obtaining full or limited liability by paying an additional amount under an additional rider, which shall be attached and incorporated to the Contract setting forth the additional liability of Engineer and additional charge.

38. LIMITED LIABILITY AND NO LIABILITY FOR DELAY. Notwithstanding the above provisions, Engineer shall not be liable for any damage due to delay of any type or for indirect, incidental, consequential, special, exemplary or punitive damages, including lost profits, whether such claim is based on express or implied warranty, contract, or otherwise, even if Engineer has been advised of such damages.

39. INDEMNIFY, HOLD HARMLESS, AND DEFEND. To the fullest extent permitted by law, Client, at its own cost and expense, shall assume liability, indemnify, hold harmless, and defend Engineer and its Consultants, from and against any liability and all loss, costs, damages, expense, including court costs, reasonable legal and attorney's fees, and disbursements paid or incurred by Engineer, whether or not suit shall be commenced, on account of claims for but not limited to damages to persons or property, arising out of or resulting before, after or in connection with the goods or services provided under the Contract, caused in whole or in part by any act, omission, or default of the indemnitor, or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Client's duty to defend under this provision is a separate obligation from its indemnity.

40. INDEMNIFY, HOLD HARMLESS, AND DEFEND - ACTS BY INDEMNITEE. The Client shall indemnify, hold harmless, and defend Engineer and its Consultants for liability for damages to persons or property caused in whole or in part by any act, omission, or default of Engineer or its Consultants arising from the contract or its performance, but only up to the monetary limit of $1 million per occurrence or an amount that bears a reasonable commercial relationship to the contract. Client's duty to defend under this provision is a separate obligation from its indemnity.

41. OTHER LIMITATIONS ON INDEMNIFICATION. The indemnifications provided hereinabove (but not hereinbelow) exclude claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

42. INDEMNIFY AND HOLD HARMLESS – INDEMNITOR IS PUBLIC AGENCY. If Client is a public agency, or if the work is in connection with a public agency's project, Client shall indemnify and hold harmless Engineer, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Client and persons employed or utilized by the Client in the performance of the Contract.

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43. INSURANCE. Upon commencement of the work, Engineer shall obtain insurance coverage as required by Florida Law and including professional liability insurance. Engineer will deliver to the Client upon execution of the Contract evidence of such insurance coverage on the standard certificate form indicating the name of firm, name of insurance company, policy number, term of coverage, and limits of coverage.
44. AGREEMENT ENFORCEMENT. Client agrees to pay all expenses and costs incurred by Engineer to enforce the terms of the Contract, or to collect any amounts due, including reasonable attorney's fees, court costs, and other miscellaneous related costs, whether suit be brought or not, and whether incurred before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise.
45. CONFIDENTIALITY. The Client must not disclose to any person, without the prior approval of the Engineer: (a) the contents of the Contract; or (b) any information regarding the Engineer, its systems, procedures, staff or activities; except as required by law. The obligations imposed by this clause will survive the expiration or termination of the Agreement.
46. DISPUTE RESOLUTION. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to the Contract, the Client and Engineer agree that all disputes between them shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent to litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising. The Client and Engineer further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and Clients retained for the Project and also to require all independent contractors and Clients also to include a similar mediation provision in all agreements with subcontractors, Engineers, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
47. WAIVER OF JURY TRIAL. CLIENT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM BROUGHT IN CONNECTION WITH THIS CONTRACT OR THE RELATIONSHIP BETWEEN ENGINEER AND CLIENT.
48. JURISDICTION AND VENUE. This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida and venue for any disputes shall be in Duval County, Florida.
49. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
50. NONWAIVER AND WAIVER. Engineer's failure to insist in any one or more cases upon the strict performance by the Client of any of the terms or conditions of the Contract or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Engineer's right to enforce strict compliance with such terms and conditions. Payment by Client to Engineer shall constitute an acceptance by Client of the performance of all or a part of the Contract by Engineer and waiver of claims for nonperformance.
51. SEVERABILITY. Each provision, and any portion thereof, of the Contract, is severable from every other provision, and severable from the remaining portion of the provision, and if any provision, or part thereof, is unenforceable, the remainder of the provision and the remainder of the Contract shall remain valid and enforceable.
52. MERGER AND INTEGRATION. Subject to the limited exceptions provided in this Standard Terms and Conditions, the Contract contains the entire contract between the parties and may not be modified or amended except by a writing signed by Engineer and Client that expressly states it is modifying and/or amending this Contract. Any use or reference to Client's or another's contract, purchase order or purchase order number is for Client's convenience only and does not incorporate the referenced document into the contract. Client acknowledges that Client has not relied on any representations, advertisements, warranties, understanding, conditions, statements, or estimates, of any nature whatsoever, except as set forth in the Contract.
53. SUCCESSORS AND ASSIGNEES. The Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, executors, administrators, and assigns. The Contract may not be assigned by Client without the prior written consent of Engineer.
54. INDEPENDENT CONTRACTOR. Nothing contained in the Contract shall be construed or considered as rendering Engineer as an agent or employee of Client and Engineer shall at all times be considered an independent contractor.
55. NOTICE. All notices shall be deemed proper and valid for all purposes hereunder if sent by regular mail, certified mail, electronic facsimile transmission, or electronic mail transmission, addressed to Engineer at the address(es) stated on the Agreement or addressed to Client in care of his/her representative anywhere or at the address(es) stated on the Agreement.
56. JOINT PRODUCT. The parties stipulate that the Contract is the joint product of both parties, and, therefore, shall not be construed against either party.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A

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WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Public Works

Agenda Title: Resolution 102-12-25 – Agreement - Kelsey Park Splash Pad. (RFQ #121-2025) - Professional Architectural Design and Consulting Services - Kimley-Horn and Associates, Inc. - $123,125.65

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $123,125.65

Funding Source: Special Project Fund/Public Improvement Fund

Account Number: 301-572-301-63808 - $25,000
160-559-160-63808 - $98,125.65

Finance Signature: *Barbara A. Gould*

Advertised:

Date: 08/24/2025

Newspaper: Palm Beach Post

Attachments:

1) Resolution to Execute an Agreement with Kimley-Horn Associates
2) Architectural Services Proposal from Kimley-Horn Associates

Please initial one:

XX Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

On August 19, 2025, the Town issued Request for Qualifications (RFQ #121-2025) for Professional Architectural Design and Consulting Services for the Kelsey Park Splash Pad Project, in accordance with the Town's Purchasing Code and Florida's Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes.

An Evaluation Committee recommended Kimley-Horn and Associates as the highest ranked firm. As a result, staff has been working on a proposed Agreement to complete the outlined scope of work for the proposed Kelsey Park Splash Pad Project.

The scoring results were as follows:

1. Kimley-Horn and Associates – 482 points
2. Cotleur & Hearing – 392 points
3. Hi Q Designs – 384 points

On October 22, 2025, the Town Commission approved the evaluation committee's ranking for RFQ #121-2025 and authorized the Public Works Director to negotiate with the top-ranked firm, Kimley-Horn and Associates (Resolution #83-10-25).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 121-2025 and published addendums, RFQ Advertisement, Resolution to negotiate with top firm, etc.

As a result, negotiations with Kimley-Horn and Associates have been completed, and staff is requesting the Town Commission to consider a proposed Professional Architectural Design and Consulting Services for the proposed Kelsey Park Splash Pad Project in the amount of $123,125.65. The proposed Agreement, if approved, would include scope definition, design development, construction document preparation, permitting coordination, and engineering support services necessary for the completion of the proposed Kelsey Park Splash Pad Project.

Funding for this project is being provided by the Town of Lake Park, $123,125.65, and a Community Development Block Grant (CDBG – Sub-Recipient - $400,916) through the Palm Beach County Department of Housing and Economic Development (DHED).

The proposed Agreement was prepared by the proposed firm, Kimley-Horn and Associates, and reviewed the PBC DHED, the Public Works Director, the Project Manager - Capital Projects, the Grant Writer/Chief Public Information Officer, the Special Events Director, the Finance Director, and the Town Attorney.

The Town has previously worked with Kimley-Horn and Associates, Inc. on multiple projects, including the Street Light Study, and they have consistently provided quality work and responsive customer service.

Recommendation:

I move to approve Resolution 102-12-25 and approve an Agreement with Kimley-Horn and Associates for Professional Architectural Design and Consulting Services to support the Kelsey Park Splash Pad Project, in the amount of $123,125.65; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION NO. 102-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR THE KELSEY PARK SPLASH PAD PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #121-2025) in accordance with the requirements for Federally Funded Projects for Consultants and in compliance with the Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S., for Professional Architectural Design and Consulting Services, for the Kelsey Park Splash Pad project]; and

WHEREAS, the Town received proposal submittals on September 25, 2025; three proposals were received; and

WHEREAS, on October 07, 2025, the proposal Evaluation Committee reviewed, evaluated and scored the received proposals. The evaluation and scoring resulted in the following results:

1.	Kimley-Horn and Assoiciates	482 points
2.	Cotleur & Hearing	392 points
3.	Hi Q Designs	384 points

WHEREAS, the Town Commission, on October 22, 2025, accepted the evaluation committee's rankings and authorized the commencement of pricing negotiations with the high score vendor; and

WHEREAS, negotiations have been successfully completed, resulting in a proposed agreement for Professional Architectural Design & Consulting Services in the amount of $ 123,625.65; and

WHEREAS, the Town desires to enter into an agreement with Kimley-Horn Associates, Inc to provide such services in accordance with the negotiated terms and conditions;

NOW THEREFORE, the Town and the Consultant, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Consultant shall perform the professional services described in this agreement, and incorporated herein.

Term – This Agreement shall commence on December 17, 2025 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.

Compensation – The Town shall pay the Consultant $123,125.65, as set forth in Payment Schedule, (page 15).

Public Records Compliance – The Consultant shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK	Kimley-Horn Associates, Inc.
By: _____	By: [signature]
Name: _____	Name: CHRISTOPHER W. HEBDEN
Title: _____	Title: SENIOR VICE PRESIDENT
Date: _____	Date: 4 DEC 2025

PROJECT #_____

Dated this 17th day of December, 2025

TOWN OF LAKE PARK

DESIGN SERVICES FOR KELSEY PARK SPLASH PAD

This Professional Architectural Design and Consulting Services Agreement (Agreement) is made by and entered into this 17th day of December 2025 between the Town of Lake Park, with an address of 535 Park Avenue, Lake Park, FL 33403 (the 'TOWN" or "CLIENT") and Kimley-Horn and Associates, Inc., with a principal address of 477 Rosemary Avenue, Suite 215, West Palm Beach, FL 33401, a North Carolina Corporation authorized to transact business in Florida ("CONSULTANT" or "DESIGN CONSULTANT") for Design Services for the Kelsey Park Splash Pad, RFQ 121-2025 (the "PROJECT"). The terms of the Professional Services Agreement for Continuing Services, (RESOLUTION 104-12-23) between the TOWN and CONSULTANT, December 20, 2023 ("MASTER AGREEMENT") are incorporated by reference.

PROJECT BACKGROUND

Per the Project RFQ (121-2025): "A Splash Pad project along with other park improvement projects are part of a "REIMAGINING" of Kelsey Park and the Splash Pad project is one of the Town of Lake Park Kelsey Park Masterplan proposed improvement projects. The Masterplan projects design intent is to create a waterfront park destination for Town residents and visitors. The guiding principles of the Masterplan are to create a park that can purposed and programmed with a variety of different spaces and play options. The goal is to keep existing successful elements, such as the playground, sports courts, fishing stations and walking trails, but build on them with new experiences like a splash-pad and festival spaces.

Conceptual Layout of Kelsey Park Master Plan:



Proposed Splash Pad

Splash Pads are increasing popularity; they provide a level of aquatic entertainment that can be enjoyed by any age and ability level, additionally, splash pads offer benefits in that they have fewer operation and maintenance requirements than a traditional swimming pool. The combination of a barrier free, no standing water and interactive feature allows for a safer environment for aquatics entertainment while reducing owner cost and liability. This design and engineering design effort for this Town Splash Pad project should include both constructability cost economies and operation and maintenance considerations."

PROJECT BACKGROUND

The CLIENT has requested professional design services for the development concepts for a new splash pad to be located within the Kelsey Park property, 601 Federal Hwy, Lake Park, FL. It is our understanding that the development of park improvements was previously developed by another consultant to the Town and that the splashpad element, while identified, was not clearly defined or designed.

The COSULTANT was selected for the design, engineering, and construction phase services for the implementation the splash pad. In order to develop an accurate scope and fee for engineering and construction documents, the Town must select a concept to move forward into design.

PROJECT ASSUMPTIONS

The Task Order scope of services assumes the following:

- CLIENT will furnish as built drawings, record drawings of the existing utilities, site survey or any other available information for CONSULTANT'S use in producing a base map.
- If a site survey does not exist for the property, Consultant will prepare a base map using available data and the CLIENT-requested data noted above, along with available aerial photography and GIS property data.
- CLIENT will contract for geotechnical engineering and subsurface utility exploration (SUE) services, if required to complete the design and permitting of the project.
- Preparation of full construction documents for this project assumes the following of the selected design:
    - A recirculating or flow-through system requiring electrical, water, and storm services extended to the splash pad pump area.
    - A splash pad located 200' from required restroom area, per FBC Sec 454.1.9.8
    - An existing restroom facility already meeting FBC Sec 454.1.9.8
    - An outdoor shower is required.
    - The splash pad will be constructed with a perimeter 4' fence with self-closing /latching gates.
    - The splash pad will be designed with a concrete surface within the wet deck zone.
    - Sitting areas surrounding the splash pad will be designed with a concrete surface, site furnishings, pre-engineered shade features (such as sails, funbrellas, or umbrellas), shower, and required signage.
    - It is assumed that the splash pad will operate at night, requiring 6 footcandles of light on the deck and water feature area, per FBC Sec.454.1.9.8.4
    - The splash pad will be designed using a single-source manufacturer, providing a turn-key solution inclusive of fully engineered pumping systems, controls, UV sanitization, actuators, valves, filters, chemical controls, surge tank, etc. to provide a turnkey splash pad solution for the space within the wet deck zone.
        - Should a design solution be desired by the Town that cannot be delivered as a turnkey solution, Kimley-Horn will require an amendment to add specialty subconsultant services for splash pad plumbing/engineering services.
- 3D renderings of design recommendations will be prepared by the splash pad equipment manufacturer for portions of the project within the wet deck. CLIENT-requested renderings beyond this narrow scope will require an amendment.

- CLIENT has indicated that a public engagement/ public involvement effort is not required for this project; services to prepare for, attend, and/or lead a public engagement/ public involvement effort are excluded from this agreement.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

SPECIFIC SCOPE OF SERVICES

Per the Project RFQ (121-2025): "This solicitation is for Professional Architectural & Engineering Design and Consulting Services to provide design and engineering services for the development of plans and specifications leading to the construction of an outdoor Splash Pad Project (the Project), located within the Kelsey Park along Lake Shore Drive.The Architectural & Engineering Consultant shall provide:

1) **Architectural Services** in the form of project layout, coordination between other designers, project workability functionality, project compliance with codes and regulations, project budget conformance, and the provision of written specifications for the above. The Architectural Services shall also include meetings with owner and other designers to discuss the overall project design and direction.

2) **Engineering Services** in the form of design of site grade, required utilities, (water / sanitary / storm-water / electrical) as needed for splash pad design, and site structural components (pads, sidewalks, etc.).

3) **Splash Pad** conceptual design development. Architect shall work with a (or several), splash pad manufactures to develop a splash pad concept that will work with the Town's proposed site, the proposed budget, and the Town's overall goals in providing a community splash pad for Town residents.

Project Design Deliverables:

The Architectural & Engineering Design Consultant shall provide the following items of work resulting in the preparation and development of 100% construction ready project design plans and specifications for the Kelsey Park Splash Pad project."

The Scope of Services to be provided by CONSULTANT will be as follows:

Task 1: CONCEPTUAL DESIGN

- KICK OFF MEETING WITH VILLAGE: Kimley-Horn will visit the site to observe existing conditions and assess potential design integration with surrounding spaces and to ground-truth the project survey. Kimley-Horn will attend one Kick Off meeting with Village staff and present a design development concept.

- CONSULTANT will perform limited utility coordination to determine potential City and franchise utilities within the project limits. CONSULTANT will review CLIENT-provided as-built information, contact Sunshine 811 for a design ticket, and contact utility owners in the area to determine approximate utility locations.
- Base Map Preparation – using available existing survey information and aerial photography, as well as data provided by the CLIENT, the CONSULTANT will prepare a base map of sufficient detail to prepare conceptual designs. This base map may not be of sufficient detail for future permit or construction documents, depending on Town's requirements. CONSULTANT will make one site visit to observe the existing conditions for use in preparing the base map.
- CONSULTANT will prepare up to three initial concepts depicting splash pad designs and configurations for review by the CLIENT. Concepts will be prepared in AutoCAD, to scale, over the project base map, and be presented as black and white line drawings with limited color. Inspiration image exhibits will be prepared in support of design recommendations. Elements that may be included in conceptual design:
    - Splash Pad spray features
    - Wet deck extents
    - Splash Pad location adjustment to accommodate FBC requirements.
    - Required splash pad elements:
        - Fencing
        - Outdoor shower
        - Signage
        - Pavement types
    - Shade features
    - Seating areas
- CONSULTANT will attend one meeting with the CLIENT to present the initial concepts and receive feedback.
- CONSULTANT will prepare one revised draft concept, incorporating CLIENT comments, selecting elements of the initial concepts for further development into a draft concept. The draft concept will be prepared as a plan drawing with limited color.
- CONSULTANT will prepare an Opinion of Probable Cost (OPC) for the draft concept.

  The CONSULTANT has no control over the cost of labor, materials, equipment, or over a Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT'S judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- CONSULTANT will attend one meeting with the CLIENT to present the draft concept and draft OPC to receive CLIENT feedback.
- CONSULTANT will prepare the final concept, incorporating CLIENT comments. The final concept will be prepared as a plan drawing with color. A final OPC will be prepared to incorporate elements depicted in the final concept.
- Consultant will make one presentation to Town Council for selection of a concept.

Task 1 Deliverable: A summary memorandum will be produced, documenting the approved concept, OPC, and Town Council decision.

TASK 2: DESIGN DEVELOPMENT / SITE PLAN PACKAGE

SITE PLAN APPLICATION TO TOWN: Upon Client approval of the Design Development Site Plan, Consultant will prepare a site plan package consisting of items required by the Town for Site Plan review. All application fees will be paid directly by the Client. Site Plan package will consist of:

- Cover Page
- Project survey (Provided by CLIENT)
- General Notes
- Site Plan
- Site Plan details – showing preliminary detailing for site elements and lighting features
- Preliminary Engineering Plan depicting:
    - Erosion control notes and details
    - Horizontal control information
    - Preliminary grading and identification of drainage patterns – a preliminary drainage concept for coordination with SFWMD to prepare for permitting.
- Preliminary lighting layout with photometric plan
- Landscape Plans with calculations

Task 2 Deliverables:

- Preparation of Site Plan package for submittal to the Town, consisting of plans noted above.
- Prepare Opinion of Probable Construction Cost (OPCC) update, based on Site Plan package design.

Task 3 – 90% CONSTRUCTION DOCUMENTS

After Town approval of the Site Plan package, CONSULTANT will prepare plans and details suitable for bidding purposes, with site engineering, site lighting/electrical engineering, landscape and irrigation. During this task, the Consultant will perform the following:

Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the park property.

Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.

Prepare 90% construction documents typically consisting of the following:

Services for this task are limited to the following:

- Cover Sheet
- General notes
- Demolition Plan
- Site Plan for proposed improvement area

- Erosion Control Plan and Details
- Engineering Plan will consist of the following:
  - Erosion Control notes and details
  - Proposed site grading and drainage for park improvements, with permit calculations.
  - Utility Service Extensions
  - Horizontal control for site elements
- Engineering Details will consist of details that support the engineering plan described above.
- Electrical Engineering Plans for electrical service extensions, panel connections, and service to the splash pad and lighting.
- Planting plan for proposed improvement areas will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details, including code required planting calculations. Existing trees/ tree disposition information will be included on the planting plan.
- Irrigation plan designed to provide irrigation coverage for all exterior proposed landscaped areas, as directed by Client. Consultant will provide the following irrigation design services, after Client approval of the 90% landscape plans:
  - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and South Florida Water Management District.
  - Water source(s) evaluation for irrigation system - assuming existing source located on Phase 1.
  - Irrigation mainline and sub-mainline sizing with recommended routing.
  - Irrigation controller assumed to use controller on Phase 1.
  - Material legend of all components.
  - Ancillary notes, calculations, and labels required to develop a master irrigation system.
  - SFWMD Water use permit application on behalf of the Client for well water source, as required.
- Hardscape plans based on Client design input gathered during the Conceptual Development phase. Kimley-Horn will prepare construction documents limited to the following:
  - Site furnishings – specification and layout locations
  - Fencing layout and detailing for gates
  - Signage – per FBC requirements

- Submit the 90% bid/construction drawings to the Client for review and meet with the Client to discuss. After review, address reasonable review comments as part of the final bid/construction drawings.
- Submit the revised 90% drawings for permit application to the Town for preliminary building permit review.
  - All Permit fees to be paid directly by the Client
- Provide an updated OPCC for the 90% plans.

Task 3 Deliverables

- Progress PDF plan sets will be emailed to the Client every other week until 90% plans are submitted.

- Sets of the 90% construction drawings in 24" x 36" format for internal and permit reviews
- Updated OPCC.

Task 4 – PERMITTING Services

- The Consultant will prepare and submit applications, calculations, supporting documents and plans for review by the following agencies:
- **Seacoast Utility Authority:** Utility permitting
- **FDEP:** 10-2 Permit / Self-Certification is assumed to be required for this project.
- **PBC Health Department:** Splash Pad permitting
- **Town of Lake Park:** Planning and Zoning and Engineering Department
- No other agency approvals are anticipated or included in this scope of services other than those identified above. All permitting fees will be the responsibility of the Client. Project representation for this task is required and is included in this proposal.
- Consultant will provide up to one (1) round of reasonable responses to SFWMD and up to two (2) rounds of reasonable responses to PBC Health Department and the Town of Lake Park.

Task 5 – FINAL BID/CONSTRUCTION DOCUMENTS

- Once the 90% construction drawings have been approved by the CLIENT, these will be used as the basis for preparing the final bid/ construction documents and in response to permit/ preliminary permit comments.
- Specifications will be a part of the plan set, all specifications will be referenced or placed on the plan sheets. Kimley-Horn will assist the Client in the preparation of certain sections of Division 1 specifications, limited to description of work, measurement and payment, and bid form. During this task, the Consultant will perform the following:
    - Revise the drawings prepared in Task 3 per the CLIENT and permitting agency comments, finalizing the structural design of the boardwalk.
    - Tabulate anticipated construction items, quantities, measurements and payment items and their associated notes.
    - Prepare Division 1 required provisions for inclusion into the CLIENT-provided contract documents:
    - Determine anticipated construction time for contract purposes.
    - Update the engineer's opinion of probable construction costs.
    - Prepare a bid form that will list the separate pay items, estimated quantities, descriptions, and units.
    - Provide the CLIENT with a project description to be included in the CLIENT's front end documents.

Task 5 Deliverables

- Three sets of the final construction drawings in 24" x 36" format
- Update opinion of probable construction cost for the proposed improvements
- AutoCAD files of construction plans
- MS Word and Excel files of specifications or reports prepared related to this project

Task 6 – PROJECT REPRESENTATION/MEETINGS

Kimley-Horn will represent the project and/or make presentations to Town Staff, Town Council, or permit agencies. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. Anticipated meetings are as follows:

- Up to four (4) face-to-face meetings:
  - Kick-off Meeting
  - Progress meetings with Town staff
  - Meetings with regulatory agencies/ permit coordination
- Up to twelve (12) conference calls:
  - Coordination with Town PM/Staff
  - Coordination with utility providers and regulatory agencies

Task 7 – LIMITED Bidding Assistance (Hourly)

It is our understanding that the Client will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, Kimley-Horn will provide the following services:

- Consult with and advise the Client during the bidding process.
- Prepare bid specification manual – bid form, bid item descriptions, and technical specifications. It is assumed that most (if not all) front end (Division 1) bid sections will be provided by Village.
- Attendance at the pre-bid meeting.
- Issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the Client prior to issuance. The Client will be responsible in making the award.

Task 8 – Limited Construction Phase Services (Hourly)

This task assumes a maximum of ten (10) months of construction phase services. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, the following services may be performed as a part of Construction Phase Services:

- **Pre-Construction Conference.** Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site or at Client-designated location in Boynton Beach.
- **Visits to Site and Observation of Construction.** Consultant will make ten (10) visits in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- **Clarifications and Interpretations.** Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- **Change Orders.** Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples.** Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- **Substitutes and "or-equal."** Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- **Inspections and Tests.** Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- **Disagreements between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's

recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- **Substantial Completion.** Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.
- **Project Close-out Documents:** Consultant shall assist the Owner in assembling and submitting the certification packages stating that the Project is complete to Village of Tequesta and FDEP/South Florida Water Management District. The Client will pay all application, review, and permitting fees.
- **Limitations of Responsibilities:** The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

COMPLIANCE WITH REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

For this PROJECT, the CONSULTANT is subject to requirements as identified in EXHIBIT A – REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSULTANTS). See attached.

Forms attached are required to be completed and submitted as a part of agreement execution, Per Exhibit A.

The "Requirements for Federally Funded Projects (Consultants) document is included and made part of the Agreement and related subcontracts for the project.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT will furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

- Professional survey services
- Preparation of bid, construction, or permit drawings
- Bid phase services
- Construction phase services

- Public meeting attendance or leading a public involvement effort
- Development of 3D or photo-simulation renderings

PERFORMANCE SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

METHOD OF COMPENSATION

CONSULTANT will perform the services described above on a labor fee plus expense basis with the maximum labor fee shown below.

Task No.	Description	Fee
1	Conceptual Design	$14,671.02
2	Design Development/ Site Plan Package	$19,344.89
3	Bid/Construction Documents	$23,280.25
4	Permitting Services	$13,230.84
5	Final Bid/Construction Documents	$ 9,929.43
6	Project Representation/Meetings	$11,256.00
7	Limited Bid Phase Services	$4,984.84
8	Limited Construction Phase Services	$23,928.38
	Total Lump Sum Fee (Tasks 1-6)	***$120,625.65***
	Reimbursable Expenses (Estimated)	***$ 2,500.00***
	TOTAL NOT TO EXCEED COST:	***$123,125.65***

CONSULTANT will not exceed the total maximum labor fee shown without authorization from the CLIENT. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Basis for compensation terms are per the Master Agreement.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the MASTER AGREEMENT, which are incorporated by reference. As used in the MASTER AGREEMENT, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Town of Lake Park.

IN WITNESS WHEREOF, the parties' duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

By: _____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By:_____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

The foregoing instrument has been acknowledged before this 17th day of December 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

STATE OF FLORIDA
COUNTY OF PALM BEACH

(NOTARY SEAL)

_____
Notary Public, State of Florida

DESIGN CONSULTANT:

Kimley-Horn and Associates, Inc

Signed: _____
Jonathan D. Haigh, PLA, ASLA
Title: Project Manager

Signed: _____
Christopher W. Heggen, P.E.
Title: Senior Vice President

Project No.:_____
DESIGN SERVICES FOR KELSEY PARK SPLASH PAD (RFQ 121-2025)
KIMLEY-HORN AND ASSOCIATES, INC.
MASTER AGREEMENT RFQ No. 113-2023

Exhibit A – Work Break Down Fee Schedule

Project: Splash Pad Design Services
Client: Town of Lake Park
Estimator: Jonathan Haigh

Category	Principal in Charge	Senior Professional	Professional 2	Professional 1	Analyst	Admin / Clerical	Total Hours	Total
Contract Rate	$ 118.56	$ 93.28	$ 63.38	$ 55.49	$ 35.83	$ 33.56		
Task 1 Prioritization and Recommendations								
Prepare Base Map					4		4	$143.32
Develop initial concepts		2		3	20	1	26	$1,103.19
Initial Concept Meeting		2			2			$258.22
Draft Conceptand OPC Development		2		3	20	1	26	$1,103.19
Draft Concept Meeting		2			2		4	$258.22
Final Concept and OPC refinement		2		3	18	1	24	$1,031.53
Presnetaiton to Town Council		2			3		5	$294.05
Task 2 - Design Development/ Site Plan Pacakge								
Prepare sub agreement/project setup				2			2	$110.98
Site Visit		2	3	3	3		11	$650.66
Design Development Site Plan			1	3	10		14	$588.15
Revisions to DD plan			1	3	6		10	$444.83
Cover Sheet				1	2		3	$127.15
General Notes				2	2		4	$182.64
Site Plan		2	1	4	9		16	$794.37
Site Plan Details		2		2	9		13	$620.01
Prelim Engineering Plan			2	4	18		24	$993.66
Landscape Plans		2			8		10	$473.20
Prelim OPC		1	2	2	4	2	11	$541.46
Task 3 - Bid/Construction Docs								
Utility Coordination			1		4		5	$206.70
Cover Sheet				1	2		3	$127.15
General Notes				2	2		4	$182.64
Site Plan			1	3	6		10	$444.83
Demolition Plan			1	2	9		12	$496.83
Erosion Control Plan			2	5	10		17	$762.51
Engineering Plan			5	10	12		27	$1,301.76
Hardscape Plans		2			12		14	$616.52
Landscape Plans/Details		2			12		14	$616.52
Irrigation Plans/Details		2			10		12	$544.86
Lighting/electrical			4	6	10		20	$944.76
OPC update		1	1	2	2	2	8	$406.42
Task 4 - Permitting Services								
FDEP/SFWMD/Seacoast permitting		2	2	10	10	1	25	$1,260.08
Town of Lake Park permitting		2	2	10	10	1	25	$1,260.08
DOH permitting		2	2	10	10	1	25	$1,260.08
Task 5 - Final Bid/Construction Docs								
Full Set Plan Revisions based on Permit Comments		2	10	18	18		48	$2,464.12
OPC update		1	1	2	2	1	7	$372.86
Task 6 - Project Representation								
In person Meetings		8	4		8		20	$1,286.40
Conference Calls		12	6		12		30	$1,929.60
Task 7 - Limited Bidding Assistance								
Pre-bid		1	2				3	$220.04
Prepare Bid Specs		1	2	4	4	1	12	$618.88
Addendum preparation		1	2	4	4		11	$585.32
Task 7 - Limited Construction Phase Services								
Precon					2		2	$71.66
Observation visits		8		10	20		38	$2,017.74
contractor coord/RFI/or-equals/		10		18	18		46	$2,576.56
shop drawing review		2		4	4	2	12	$618.96
pay app review		10				2	12	$999.92
Punch list/final		2		4	4		10	$551.84
	0	92	58	160	357	16	683	
Fee	$0	$8,582	$3,676	$8,878	$12,791	$537		
							Sub-Total	$34,464.47
							Expenses	$2,500.00
							Multiplier	3.50
							Total	$123,125.65

EXHIBIT A

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSULTANTS)

PROJECT NAME:	

This project is funded in part, or in whole, with *Federal* funds and is subject to the requirements listed below. The requirements contained in this document are intended to *cooperate* with, to supplement, and to modify the general conditions and other specifications for this project. In case of *disagreement* with any other section of this bid document/ contract, the requirements contained herein shall govern.

Note: This document shall be included in the bid documents and made part of the contracts/ subcontracts for the project.

1. **General Requirements:**
   The following requirements are attached:
   - *Public Entity* Crimes - Section 287.133, Florida Statute
   - Section 109 Housing and *Community* Development Act of 1974
   - Nondiscrimination under the Age Discrimination Act of 1975, As Amended
   - Title VI of the Civil Rights Act of 1964

2. **Forms to be completed and submitted by all bidders with their bids:**
   The following forms are attached:
   - Non-collusion Affidavit of Prime Bidder
   - Anti-kickback Affidavit
   - Certification of Eligibility of Consultant
   - Certification of Non-segregated Facilities

3. **Form for the successful bidder's subconsultants, to be submitted after contract award:**
   The following form is attached:
   - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant

4. **Reports to be submitted by the successful bidder after contract award:**
   - Contract Award Report (HUD Form 2516) to be submitted as follows:
     - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
     - with the final payment request

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

****

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

> "No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

****

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

****

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF CONSULTANT

BEFORE ME, the undersigned authority, personally appeared CHRISTOPHER HEGGEN, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is SENIOR VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., the Consultant that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: Kelsey Park Splash Pad

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 4th day of December 2025 by Christopher Heggen, who is ☑ personally known to me or ☐ who has produced n/a as identification.

NOTARY SEAL:

ANDREA ATKINS MY COMMISSION EXPIRES 12-16-2028 NOTARY PUBLIC COMM. # HH 610097 STATE OF FLORIDA

Notary Signature: _____

Notary Name: Andrea Atkins
Notary Public-State of Florida

Commission No. HH 610097

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

BEFORE ME, the undersigned authority, personally appeared CHRISTOPHER HEGGEN, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He/she is the SENIOR VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #:_____ Project Name: Kelsey Park Splash Pad

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract;

(3) The Consultant nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract;

(4) The Consultant acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action;

(5) The Consultant acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Consultant acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Consultant" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Contract, its contract with the "Consultant" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its actions.

Signature: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 4th day of December 2025 by Christopher Heggen, who is ☑ personally known to me or ☐ who has produced n/a as identification.

NOTARY SEAL:

ANDREA ATKINS MY COMMISSION EXPIRES 12-16-2028 NOTARY PUBLIC COMM. # HH 610097 STATE OF FLORIDA

Notary Signature: _____

Notary Name: Andrea Atkins
Notary Public-State of Florida

Commission No. HH 610097

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, CHRISTOPHER HEGGEN, who, after being by me first duly sworn, deposes and says:

(1) I am SENIOR VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., the consultant that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: Kelsey Park Splash Pad

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, TOWN OF LAKE PARK as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 4th day of December 2025 by Christopher Heggen who is ☑ personally known to me or ☐ who has produced n/a as identification.

NOTARY SEAL:

ANDREA ATKINS
MY COMMISSION EXPIRES 12-16-2028
NOTARY PUBLIC
COMM. # HH 610097
STATE OF FLORIDA

Notary Signature: Andrea Atkins

Notary Name: Andrea Atkins
Notary Public-State of Florida

Commission No. HH 610097

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The undersigned certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Kelsey Park Splash Pad

Company Name and Address: KIMLEY-HORN AND ASSOCIATES, INC.
477 S. ROSEMARY AVENUE
SUITE 215
WEST PALM BEACH, FL 33401

Signature

CHRISTOPHER HEGGEN / SENIOR VICE PRESIDENT
Name and Title

4 DEC 2025
Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

(SUBCONSULTANTS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: Kelsey Park Splash Pad

Subcontractor Name: (none at this time)

Address: (N/A)

By:

CHRISTOPHER HEGGEN
Name and Title
SENIOR VICE PRESIDENT

Signature

4 DEC 2025
Date

Contract and Subcontract Activity U.S. Department of Housing and Urban Development OMB Approval No: 2577-0088 OMB Approval No: 2502-0355

Public reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 11, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to measure and evaluate MBE accomplishments against the total program dollars and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and uniformity for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected, HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

1. Grantee, Project Name, Housing Project Number, Grant Number

Check:
PH
IH
CPD
Housing

2. Location (City, State, Zip Code)

3. Name of Contact Person

4. Phone Number (including Area Code)

5. Reporting Period

6. Program Code (Not applicable for CPD programs. See explanation sheet. Attach additional Page for a separate sheet for each program code.)

7. Date Submitted to Field Office

8. Grant Project Numbers (IHD Case number or other identification of property)	9. Amount of Contract/ Subcontract	10. Type of Trade Code (See Code Sheet)	11. Contractor/ Subcontractor Business Racial/ Ethnic Code (See Code Sheet)	12. Contractor/ Subcontractor Business Name and Address	13. Phone Number (Including Area Code)	14. Reporting Period Sec. 3	15. Subcontract Agreement ID Number	16. Sec. 3

SUBMIT THIS FORM IN EXCEL FORMAT
THE EXCEL FILE WILL BE PROVIDED AFTER CONTRACT AWARD

Contractor Subcontractor Name and Address

Name	Street	City	State	Zip

7c: Type of Trade Codes:

Housing/Public Housing:
1 New Construction
2 Substantial Rehab
3 Repair
4 Service
6 Project Mgmt.
7 Tenant Services
8 Education/Training
9 Arch./Engrg. Approval

7d: Racial/Ethnic Codes:
1 White American
2 Black American
3 Native American
4 Hispanic American

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
1 All Insured, including Section 8
2 Flexible Subsidy
3 Section 8 Insured / HFDA
4 Insured Management
5 Section 202
6 HUD Held Management
7 Public And Indian Housing
8 Section 811

form HUD-2516 (8/93)

PROJECT #_____

Dated this 7th day of November, 2025

TOWN OF LAKE PARK

DESIGN SERVICES FOR KELSEY PARK SPLASH PAD

PROFESSIONAL SERVICES

This agreement between the Town of Lake Park, a Florida municipal corporation ("TOWN" or "CLIENT"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation authorized to transact business in Florida ("CONSULTANT"), is pursuant to Kelsey Park Splash Pad Project ("PROJECT"), RFQ 121-2025.

PROJECT BACKGROUND

The CLIENT has requested professional design services for the development concepts for a new splash pad to be located within the Kelsey Park property, 601 Federal Hwy, Lake Park, FL. It is our understanding that the development of park improvements was previously developed by another consultant to the Town and that the splashpad element, while identified, was not clearly defined or designed.

The COSULTANT was selected for the design, engineering, and construction phase services for the implementation the splash pad. In order to develop an accurate scope and fee for engineering and construction documents, the Town must select a concept to move forward into design.

PROJECT ASSUMPTIONS

The Task Order scope of services assumes the following:

- CLIENT will furnish as built drawings, record drawings of the existing utilities, site survey or any other available information for CONSULTANT'S use in producing a base map.
- If a site survey does not exist for the property, Consultant will prepare a base map using available data and the CLIENT-requested data noted above, along with available aerial photography and GIS property data.
- CLIENT will contract for geotechnical engineering and subsurface utility exploration (SUE) services, if required to complete the design and permitting of the project.
- Preparation of full construction documents for this project assumes the following of the selected design:
    - A recirculating or flow-through system requiring electrical, water, and storm services extended to the splash pad pump area.
    - A splash pad located 200' from required restroom area, per FBC Sec 454.1.9.8
    - An existing restroom facility already meeting FBC Sec 454.1.9.8
    - An outdoor shower is required.

  - The splash pad will be constructed with a perimeter 4' fence with self-closing /latching gates.
  - The splash pad will be designed with a concrete surface within the wet deck zone.
  - Sitting areas surrounding the splash pad will be designed with a concrete surface, site furnishings, pre-engineered shade features (such as sails, funbrellas, or umbrellas), shower, and required signage.
  - It is assumed that the splash pad will operate at night, requiring 6 footcandles of light on the deck and water feature area, per FBC Sec.454.1.9.8.4
  - The splash pad will be designed using a single-source manufacturer, providing a turn-key solution inclusive of fully engineered pumping systems, controls, UV sanitization, actuators, valves, filters, chemical controls, surge tank, etc. to provide a turnkey splash pad solution for the space within the wet deck zone.
    - Should a design solution be desired by the Town that cannot be delivered as a turnkey solution, Kimley-Horn will require an amendment to add specialty subconsultant services for splash pad plumbing/engineering services.
- 3D renderings of design recommendations will be prepared by the splash pad equipment manufacturer for portions of the project within the wet deck. CLIENT-requested renderings beyond this narrow scope will require an amendment.
- CLIENT has indicated that a public engagement/ public involvement effort is not required for this project; services to prepare for, attend, and/or lead a public engagement/ public involvement effort are excluded from this agreement.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT will be as follows:

Task 1: CONCEPTUAL DESIGN

- KICK OFF MEETING WITH VILLAGE: Kimley-Horn will visit the site to observe existing conditions and assess potential design integration with surrounding spaces and to ground-truth the project survey. Kimley-Horn will attend one Kick Off meeting with Village staff and present a design development concept.
- CONSULTANT will perform limited utility coordination to determine potential City and franchise utilities within the project limits. CONSULTANT will review CLIENT-provided as-built information, contact Sunshine 811 for a design ticket, and contact utility owners in the area to determine approximate utility locations.

- Base Map Preparation – using available existing survey information and aerial photography, as well as data provided by the CLIENT, the CONSULTANT will prepare a base map of sufficient detail to prepare conceptual designs. This base map may not be of sufficient detail for future permit or construction documents, depending on Town's requirements. CONSULTANT will make one site visit to observe the existing conditions for use in preparing the base map.
- CONSULTANT will prepare up to three initial concepts depicting splash pad designs and configurations for review by the CLIENT. Concepts will be prepared in AutoCAD, to scale, over the project base map, and be presented as black and white line drawings with limited color. Inspiration image exhibits will be prepared in support of design recommendations. Elements that may be included in conceptual design:
    - Splash Pad spray features
    - Wet deck extents
    - Splash Pad location adjustment to accommodate FBC requirements.
    - Required splash pad elements:
        - Fencing
        - Outdoor shower
        - Signage
        - Pavement types
    - Shade features
    - Seating areas
- CONSULTANT will attend one meeting with the CLIENT to present the initial concepts and receive feedback.
- CONSULTANT will prepare one revised draft concept, incorporating CLIENT comments, selecting elements of the initial concepts for further development into a draft concept. The draft concept will be prepared as a plan drawing with limited color.
- CONSULTANT will prepare an Opinion of Probable Cost (OPC) for the draft concept.

  The CONSULTANT has no control over the cost of labor, materials, equipment, or over a Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT'S judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- CONSULTANT will attend one meeting with the CLIENT to present the draft concept and draft OPC to receive CLIENT feedback.
- CONSULTANT will prepare the final concept, incorporating CLIENT comments. The final concept will be prepared as a plan drawing with color. A final OPC will be prepared to incorporate elements depicted in the final concept.
- Consultant will make one presentation to Town Council for selection of a concept.

Task 1 Deliverable: A summary memorandum will be produced, documenting the approved concept, OPC, and Town Council decision.

TASK 2: DESIGN DEVELOPMENT / SITE PLAN PACKAGE

SITE PLAN APPLICATION TO TOWN: Upon Client approval of the Design Development Site Plan, Consultant will prepare a site plan package consisting of items required by the Town for Site Plan review. All application fees will be paid directly by the Client. Site Plan package will consist of:

- Cover Page
- Project survey (Provided by CLIENT)
- General Notes
- Site Plan
- Site Plan details – showing preliminary detailing for site elements and lighting features
- Preliminary Engineering Plan depicting:
    - Erosion control notes and details
    - Horizontal control information
    - Preliminary grading and identification of drainage patterns – a preliminary drainage concept for coordination with SFWMD to prepare for permitting.
- Preliminary lighting layout with photometric plan
- Landscape Plans with calculations

Task 2 Deliverables:

- Preparation of Site Plan package for submittal to the Town, consisting of plans noted above.
- Prepare Opinion of Probable Construction Cost (OPCC) update, based on Site Plan package design.

Task 3 – 90% CONSTRUCTION DOCUMENTS

After Town approval of the Site Plan package, CONSULTANT will prepare plans and details suitable for bidding purposes, with site engineering, site lighting/electrical engineering, landscape and irrigation. During this task, the Consultant will perform the following:

Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the park property.

Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.

Prepare 90% construction documents typically consisting of the following:

Services for this task are limited to the following:

- Cover Sheet
- General notes
- Demolition Plan
- Site Plan for proposed improvement area
- Erosion Control Plan and Details
- Engineering Plan will consist of the following:
    - Erosion Control notes and details

- Proposed site grading and drainage for park improvements, with permit calculations.
- Utility Service Extensions
- Horizontal control for site elements

- Engineering Details will consist of details that support the engineering plan described above.
- Electrical Engineering Plans for electrical service extensions, panel connections, and service to the splash pad and lighting.
- Planting plan for proposed improvement areas will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details, including code required planting calculations. Existing trees/ tree disposition information will be included on the planting plan.
- Irrigation plan designed to provide irrigation coverage for all exterior proposed landscaped areas, as directed by Client. Consultant will provide the following irrigation design services, after Client approval of the 90% landscape plans:
  - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and South Florida Water Management District.
  - Water source(s) evaluation for irrigation system - assuming existing source located on Phase 1.
  - Irrigation mainline and sub-mainline sizing with recommended routing.
  - Irrigation controller assumed to use controller on Phase 1.
  - Material legend of all components.
  - Ancillary notes, calculations, and labels required to develop a master irrigation system.
  - SFWMD Water use permit application on behalf of the Client for well water source, as required.
- Hardscape plans based on Client design input gathered during the Conceptual Development phase. Kimley-Horn will prepare construction documents limited to the following:
  - Site furnishings – specification and layout locations
  - Fencing layout and detailing for gates
  - Signage – per FBC requirements

- Submit the 90% bid/construction drawings to the Client for review and meet with the Client to discuss. After review, address reasonable review comments as part of the final bid/construction drawings.
- Submit the revised 90% drawings for permit application to the Town for preliminary building permit review.
  - All Permit fees to be paid directly by the Client
- Provide an updated OPCC for the 90% plans.

Task 3 Deliverables

- Progress PDF plan sets will be emailed to the Client every other week until 90% plans are submitted.
- Sets of the 90% construction drawings in 24” x 36” format for internal and permit reviews
- Updated OPCC.

Task 4 – PERMITTING Services

- The Consultant will prepare and submit applications, calculations, supporting documents and plans for review by the following agencies:
- **Seacoast Utility Authority:** Utility permitting
- **FDEP:** 10-2 Permit / Self-Certification is assumed to be required for this project.
- **PBC Health Department:** Splash Pad permitting
- **Town of Lake Park:** Planning and Zoning and Engineering Department
- No other agency approvals are anticipated or included in this scope of services other than those identified above. All permitting fees will be the responsibility of the Client. Project representation for this task is required and is included in this proposal.
- Consultant will provide up to one (1) round of reasonable responses to SFWMD and up to two (2) rounds of reasonable responses to PBC Health Department and the Town of Lake Park.

Task 5 – FINAL BID/CONSTRUCTION DOCUMENTS

- Once the 90% construction drawings have been approved by the CLIENT, these will be used as the basis for preparing the final bid/ construction documents and in response to permit/ preliminary permit comments.
- Specifications will be a part of the plan set, all specifications will be referenced or placed on the plan sheets. Kimley-Horn will assist the Client in the preparation of certain sections of Division 1 specifications, limited to description of work, measurement and payment, and bid form. During this task, the Consultant will perform the following:
    - Revise the drawings prepared in Task 3 per the CLIENT and permitting agency comments, finalizing the structural design of the boardwalk.
    - Tabulate anticipated construction items, quantities, measurements and payment items and their associated notes.
    - Prepare Division 1 required provisions for inclusion into the CLIENT-provided contract documents:
    - Determine anticipated construction time for contract purposes.
    - Update the engineer's opinion of probable construction costs.
    - Prepare a bid form that will list the separate pay items, estimated quantities, descriptions, and units.
    - Provide the CLIENT with a project description to be included in the CLIENT's front end documents.

Task 5 Deliverables

- Three sets of the final construction drawings in 24" x 36" format
- Update opinion of probable construction cost for the proposed improvements
- AutoCAD files of construction plans
- MS Word and Excel files of specifications or reports prepared related to this project

Task 6 – PROJECT REPRESENTATION/MEETINGS

Kimley-Horn will represent the project and/or make presentations to Town Staff, Town Council, or permit agencies. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. Anticipated meetings are as follows:

- Up to four (4) face-to-face meetings:
    - Kick-off Meeting
    - Progress meetings with Town staff
    - Meetings with regulatory agencies/ permit coordination
- Up to twelve (12) conference calls:
    - Coordination with Town PM/Staff
    - Coordination with utility providers and regulatory agencies

Task 7 – LIMITED Bidding Assistance (Hourly)

It is our understanding that the Client will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, Kimley-Horn will provide the following services:

- Consult with and advise the Client during the bidding process.
- Prepare bid specification manual – bid form, bid item descriptions, and technical specifications. It is assumed that most (if not all) front end (Division 1) bid sections will be provided by Village.
- Attendance at the pre-bid meeting.
- Issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the Client prior to issuance. The Client will be responsible in making the award.

Task 8 – Limited Construction Phase Services (Hourly)

This task assumes a maximum of ten (10) months of construction phase services. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, the following services may be performed as a part of Construction Phase Services:

- **Pre-Construction Conference.** Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site or at Client-designated location in Boynton Beach.
- **Visits to Site and Observation of Construction.** Consultant will make ten (10) visits in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- **Clarifications and Interpretations.** Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- **Change Orders.** Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples.** Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- **Substitutes and "or-equal."** Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- **Inspections and Tests.** Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- **Disagreements between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's

recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- **Substantial Completion.** Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.
- **Project Close-out Documents:** Consultant shall assist the Owner in assembling and submitting the certification packages stating that the Project is complete to Village of Tequesta and FDEP/South Florida Water Management District. The Client will pay all application, review, and permitting fees.
- **Limitations of Responsibilities:** The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT will furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

- Professional survey services
- Preparation of bid, construction, or permit drawings
- Bid phase services
- Construction phase services
- Public meeting attendance or leading a public involvement effort
- Development of 3D or photo-simulation renderings

PERFORMANCE SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

METHOD OF COMPENSATION

CONSULTANT will perform the services described above on a labor fee plus expense basis with the maximum labor fee shown below.

Task No.	Description	Fee
1	Conceptual Design	$14,671.02
2	Design Development/ Site Plan Package	$19,344.89
3	Bid/Construction Documents	$23,280.25
4	Permitting Services	$13,230.84
5	Final Bid/Construction Documents	$ 9,929.43
6	Project Representation/Meetings	$11,256.00
7	Limited Bid Phase Services	$4,984.84
8	Limited Construction Phase Services	$23,928.38
	Total Lump Sum Fee (Tasks 1-6)	***$120,625.65***

CONSULTANT will not exceed the total maximum labor fee shown without authorization from the CLIENT. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the CLIENT request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the CLIENT.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: _____ Signed: _____

Jonathan D. Haigh Christopher W. Heggen

Title: Project Manager Title: Vice President

TOWN OF LAKE PARK

By: _____

_____

(Date)

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

_____

(Email Address)

_____, Witness

Project No.:_____
DESIGN SERVICES FOR KELSEY PARK SPLASH PAD
KIMLEY-HORN AND ASSOCIATES, INC.
RFQ No. 121-2025

Exhibit A – Work Break Down Fee Schedule

Project: Splash Pad Design Services
Client: Town of Lake Park
Estimator: Jonathan Haigh

Category	Principal in Charge	Senior Professional	Professional 2	Professional 1	Analyst	Admin / Clerical	Total Hours	Total
Contract Rate	$ 118.56	$ 93.28	$ 63.38	$ 55.49	$ 35.83	$ 33.56		
Task 1 Prioritization and Recommendations								
Prepare Base Map					4		**4**	**$143.32**
Develop initial concepts		2		3	20	1	**26**	**$1,103.19**
Initial Concept Meeting		2			2			**$258.22**
Draft Conceptand OPC Development		2		3	20	1	**26**	**$1,103.19**
Draft Concept Meeting		2			2		**4**	**$258.22**
Final Concept and OPC refinement		2		3	18	1	**24**	**$1,031.53**
Presnetaiton to Town Council		2			3		**5**	**$294.05**
Task 2 - Design Development/ Site Plan Pacakge								
Prepare sub agreement/project setup				2			**2**	**$110.98**
Site Visit		2	3	3	3		**11**	**$650.66**
Design Development Site Plan			1	3	10		**14**	**$588.15**
Revisions to DD plan			1	3	6		**10**	**$444.83**
Cover Sheet				1	2		**3**	**$127.15**
General Notes				2	2		**4**	**$182.64**
Site Plan		2	1	4	9		**16**	**$794.37**
Site Plan Details		2		2	9		**13**	**$620.01**
Prelim Engineering Plan			2	4	18		**24**	**$993.66**
Landscape Plans		2			8		**10**	**$473.20**
Prelim OPC		1	2	2	4	2	**11**	**$541.46**
Task 3 - Bid/Construction Docs								
Utility Coordination			1		4		**5**	**$206.70**
Cover Sheet				1	2		**3**	**$127.15**
General Notes				2	2		**4**	**$182.64**
Site Plan			1	3	6		**10**	**$444.83**
Demolition Plan			1	2	9		**12**	**$496.83**
Erosion Control Plan			2	5	10		**17**	**$762.51**
Engineering Plan			5	10	12		**27**	**$1,301.76**
Hardscape Plans		2			12		**14**	**$616.52**
Landscape Plans/Details		2			12		**14**	**$616.52**
Irrigation Plans/Details		2			10		**12**	**$544.86**
Lighting/electrical			4	6	10		**20**	**$944.76**
OPC update		1	1	2	2	2	**8**	**$406.42**
Task 4 - Permitting Services								
FDEP/SFWMD/Seacoast permitting		2	2	10	10	1	**25**	**$1,260.08**
Town of Lake Park permitting		2	2	10	10	1	**25**	**$1,260.08**
DOH permitting		2	2	10	10	1	**25**	**$1,260.08**
Task 5 - Final Bid/Construction Docs								
Full Set Plan Revisions based on Permit Comments		2	10	18	18		**48**	**$2,464.12**
OPC update		1	1	2	2	1	**7**	**$372.86**
Task 6 - Project Representation								
In person Meetings		8	4		8		**20**	**$1,286.40**
Conference Calls		12	6		12		**30**	**$1,929.60**
Task 7 - Limited Bidding Assistance								
Pre-bid		1	2				**3**	**$220.04**
Prepare Bid Specs		1	2	4	4	1	**12**	**$618.88**
Addendum preparation		1	2	4	4		**11**	**$585.32**
Task 7 - Limited Construction Phase Services								
Precon					2		**2**	**$71.66**
Observation visits		8		10	20		**38**	**$2,017.74**
contractor coord/RFI/or-equals/		10		18	18		**46**	**$2,576.56**
shop drawing review		2		4	4	2	**12**	**$618.96**
pay app review		10				2	**12**	**$999.92**
Punch list/final		2		4	4		**10**	**$551.84**
	0	92	58	160	357	16	683	
Fee	$0	$8,582	$3,676	$8,878	$12,791	$537		
							Sub-Total	$34,464.47
							Expenses	
							Multiplier	3.50
							Total	**$120,625.6**

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	December 17, 2025
Originating Department:	Public Works
Agenda Title:	Resolution 103-12-25 – Agreement - 10th Street Road and Green Infrastructure (Stormwater) Improvements (RFQ #115-2025) - Professional Engineering & Design Services - Baxter & Woodman, Inc. - $423,898

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$423,898.00	**Funding Source:**	Special Projects Fund - Florida Commerce Mitigation Grant
Account Number:	301-541-301-63825	**Finance Signature:**	*Barbara A. Gould*
Advertised Date:	08/24/2025	**Newspaper:**	Palm Beach Post

Attachments:

1) Resolution to Execute an Agreement with Baxter& Woodman, Inc.
2) Engineering & Design Services Proposal from Baxter & Woodman, Inc.

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

On August 20, 2025, the Town issued Request for Qualifications (RFQ #115-2025) for Professional Engineering and Design Services for the 10th Street Road and Green Infrastructure (Stormwater) Improvements project, in accordance with the Town's Purchasing Code and Florida's Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes.

An Evaluation Committee recommended Baxter & Woodman, Inc. as the highest ranking firm. As a result, staff has been working with the proposed firm on a proposed Agreement to complete the outlined scope of work.

The scoring results were as follows:

1. Baxter & Woodman, Inc. – 489 points
2. Civil Works, Inc. – 471 points

On November 5, 2025, the Town Commission approved the evaluation committee's ranking for RFQ #115-2025 and authorized the Public Works Director to negotiate with the top-ranked firm, Baxter & Woodman, Inc. (Resolution #87-11-25).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 115-2025and published addendums, RFQ Advertisement, Resolution to negotiate with top firm, etc.

As a result, negotiations with Baxter & Woodman, Inc. have been completed, and staff is requesting the Town Commission to consider a proposed Professional Engineering and Design Services Agreement in the amount of $423,898. The proposed agreement, if approved, would include scope definition, design development, construction document preparation, permitting coordination, and engineering support services necessary for the completion of the 10th Street Road and Green Infrastructure Improvements.

Funding for this proposed project is provided entirely through the Community Development Block Grant Mitigation Program (CBDG-MIT) administered by the State of Florida' Florida Commerce (MT130).

The proposed Agreement was prepared by Baxter & Woodman and reviewed by the Public Works Director, the Project Manager - Capital Projects, the Finance Director, and the Town Attorney.

The Town has previously worked with Baxter & Woodman, Inc. on multiple projects, including the Southern Outfall Project, and they have consistently provided quality work and responsive customer service.

Recommendation:

I move to approve Resolution 103-12-25 and approve an Agreement with Baxter & Woodman, Inc. for Professional Engineering and Design Services to support the 10th Street Road and Green Infrastructure (Stormwater) Improvements project, in the amount of $423,898; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION NO. 103-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE 10TH STREET ROAD AND GREEN INFRASTRUCTURE IMPROVEMENT PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #115-2025) in accordance with the Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S., for Professional Engineering & Design Services for the 10th Street Road and Green Infrastructure Improvement project; and

WHEREAS, the Town received proposal submittals on September 30, 2025; two (2) proposals were received; and

WHEREAS, on October 13, 2025, the proposal Evaluation Committee reviewed, evaluated and scored the received proposals. The evaluation and scoring resulted in the following results:

1.	Baxter & Woodman, Inc.	489 points
2.	Civil Works, Inc.	471 points

WHEREAS, the Town Commission, on November 05, 2025, accepted the evaluation committee's rankings and authorized the commencement of pricing negotiations with the high score vendor; and

WHEREAS, negotiations have been successfully completed, resulting in a proposed agreement for Professional Engineering & Design Services in the amount of $423,898.00; and

WHEREAS, the Town desires to enter into an agreement with Baxter & Woodman, Inc to provide such services in accordance with the negotiated terms and conditions;

NOW THEREFORE, the Town and the Consultant, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Consultant shall perform the professional services described in this agreement, and incorporated herein.

Term – This Agreement shall commence on December 17, 2025 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.

Compensation – The Town shall pay the Consultant $423,898.00, as set forth in Payment Schedule.

Public Records Compliance – The Consultant shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK	Baxter & Woodman, Inc.
By: _____	By: _____
Name: _____	Name: Rebecca Travis, PE
Title: _____	Title: Executive Vice President
Date: _____	Date: 12/4/2025

PROFESSIONAL SERVICES AGREEMENT

FOR

PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE 10TH STREET ROAD AND GREEN INFRASTRUCTURE IMPROVEMENTS

This Professional Services Agreement (Agreement) is made by and entered into this 17th day of December 2025 between the **TOWN OF LAKE PARK,** with an address of 535 Park Avenue, Lake Park, Florida, 33403 (the "Town") and **BAXTER & WOODMAN, INC.** (the "Design Consultant"), with a principal address of 1601 Forum Place, West Palm Beach, Florida 33401.

SECTION 1

SCOPE OF SERVICES FOR THE PROFESSIONAL ENGINEERING AND DESIGN SERVICES PROJECT

The Town has selected the Consultant, **Baxter & Woodman, Inc**. to perform engineering, design, permitting, and bidding services for certain utility and roadway drainage improvements to 10th Street, extending from Park Avenue to the north and Silver Beach Road to the south, (the "Project").

The Project includes engineering and design services, of a drainage system and other related improvements for 10th Street Storm-water drainage and green infrastructure project (also referred to herein as "the Project") starting at the northern intersection line of 10th Street and Silver Beach Road and continuing north to the southern intersection line of 10th Street and Park Avenue (the Project limits).

Within the Town of Lake Park, the 10th Street Right-of-Way between Park Avenue and Silver Beach Road has seen periodic inundation due to a lack of a dedicated drainage system and mostly impervious areas within and adjacent to the Right-of-Way. Figure 1 shows the location of the 10th Street corridor Right-of-Way.

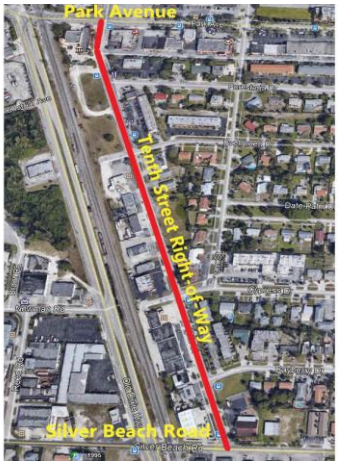


Figure 1

The 10th Street Right-of-Way covers an area of approximately 3 acres and is located within "Basin 12" of the Town's 2018 Storm-water Atlas. The area contains a mix of both commercial / industrial and residential properties along both sides of the corridor. The existing storm-water management system in Basin 12 consists of inlets and storm sewers. The existing system is chronically undersized and does not provide sufficient capacity to collect and convey the large volumes of excess storm-water runoff from the 10th Street Right-of-Way. The system does not provide any treatment of the run-off.

10th STREET ROAD AND GREEN INFRASTRUCTURE (GI) IMPROVEMENT PROJECT:

The Engineering and Design work addressed in the solicitation is partially funded by a Storm-water Mitigation Grant awarded to the Town of Lake Park through Florida Commerce. The expectation is to provide design for the improvement of an almost non-existent storm-water infrastructure along the 10th Street GI corridor.
The storm-water component is critical and necessary; however is it not the only design component to this project.

In addition to the storm-water improvements, the 10th Street GI engineering and design should include a total enhancement of the 10th Street corridor.

Engineering and Design Consideration are:

1) Drainage -- roadside collection swales / bioswales / underground stormwater collection
2) Road-side Beautification – new landscape and irrigation / bus stop shelters
3) Pedestrian friendly travel modes -- widened sidewalks / bike lanes
4) Roadway Improvements -- On-street parking / travel lane reconstruction / striping & signage
5) Street Lighting - add street lighting in coordination with FPL.

Additionally, there is the possibility that the Town water and sewer utility provider may want to up-grade their existing water and sewer assets along the 10th Street corridor in conjunction with the 10th Improvement project.
The Consultant shall coordinate with the Seacoast Utility Authority (SUA) to determine whether it is necessary for the SUA to replace its existing water main and/or gravity sanitary system within the Project limits.

This work will be negotiated outside of the scope of this RFP and this work should not be included as part of the 10th Street proposal response.

The Consultant shall provide Engineering Services including the following primary

TASKS:

Task 1 – Meetings and Coordination with Town and Local Utilities
Task 2 - Data Collection
Task 3 – Preliminary Design
Task 4 – Public Outreach
Task 5 – Design Services
Task 6 – Permitting
Task 7 – Bid and Preconstruction Assistance

TASK 1 – MEETINGS AND COORDINATION WITH TOWN AND LOCAL UTILITIES

Subtask 1.1 - Design Meetings

The Consultant shall attend the Town's kick-off meeting and three (3) design workshop meetings (at PDR completion, 60% and 90% design stages) and shall provide an agenda and a written summary of the issues discussed for each meeting.

Subtask 1.2 - Coordination with Seacoast Utility Authority

Water and sanitary systems are owned and controlled by Seacoast Utility Authority (SUA). Consultant shall attend a meeting with SUA for the purpose of reviewing SUA's plans and timing for utility improvements. It is anticipated that if SUA decides to partner with the Town, then the related engineering design services would be either 1) amended to this agreement, 2) arranged through a separate agreement between the Consultant and SUA or 3) performed by another engineering consultant contracted by SUA. Additionally, the consultant shall meet and coordinate with FPL to analysis and determination of street lighting along the 10th Street corridor.

Subtask 1.2 - Coordination with Silver Beach Road

Consultant shall obtain and review relevant information pertaining to the Silver Beach Road corridor and attend a landscaping/lighting coordination meeting with the Town to discuss the Town's vision regarding the aesthetics of the road when completed.

TASK 2 – DATA COLLECTION

Subtask 2.1 - Survey

Consultant shall furnish the services of a professional surveyor to review a previous survey and perform additional surveying. A field check shall be performed to verify that the needed topographic features are in the survey and to add recent site improvements. This includes visible, physical objects, roadway pavement, driveways, sidewalks, curb, trees, drainage swales, landscaping, signs, lift stations, fences, power poles, buildings with finished floor elevations, and other encumbrances. Right-of-way and lot/tract lines are also not included in the file and shall be added.

A quality control check shall be performed to verify the accuracy of the previous survey by performing horizontal and vertical spot checks of various features throughout the Project limits. The control shall be referenced from the National Geodetic Survey (NGS) or Palm Beach County Control Network which is the North American Datum of 1983 and the 1990 adjustment for horizontal control (NAO 83/90) and the North American Vertical Datum of 1988 (NAVO 88) for vertical control. Reference benchmarks shall be provided at maximum 600-foot intervals. Elevations are to be referenced to an existing established Town or County Benchmark.

Subtask 2.2 - Geotechnical

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations within the Project limits that shall include standard penetration borings, pavement cores and percolation testing. The collected field data shall be evaluated and presented in a geotechnical engineering report. The report shall include an evaluation of the pavement and base material to provide a Structural Number (SN) which can be compared to local standards for a pass/fail determination. The percolation tests performed for a previous geotechnical report shall be utilized. However, because the penetration borings were not performed to suitable depths, and the report did not include a pavement/base assessment to determine the condition of the existing roadway, a new geotechnical report shall be produced that includes the following:

Ten (5) 15-foot deep borings with pavement cores

One (2) additional percolation test in areas to be determined (Borehole Permeability Tests)

All 15 pavement cores shall be analyzed to determine the Structural Number (SN) which is to be compared to local minimum standards.

MOT shall be provided in accordance with FOOT while performing the borings in the roadway.

Subtask 2.3 Field Verification (soft digs)

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The services shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the Project limits. It is estimated that approximately fifteen (14) utility locations will need to be pot-holed. The cost of providing the professional underground services company shall be treated as an allowance, not to exceed $10,500.00.

TASK 3–PRELIMINARY ENGINEERING & DESIGN

Subtask 3.1 - Field Investigation

The Consultant shall conduct field reviews of the Project limits following a rainfall event in order to observe roadway ponding or flooding; to observe the pavement and sidewalk condition; and to conduct a survey field check of the general project conditions pertinent to the design.

Subtask 3.2 -Data Collection & Review

The Consultant shall review all available information pertaining to the Project made available by the Town, or permitting agencies, including:

- Previous studies and reports
- Previous permits
- Site and drainage plans of surrounding developments
- LiDAR elevation datasets
- GIS spatial datasets for stormwater infrastructure, roads, land use, soils, buildings, etc.
- Town-staff's information from observations in the field or resident complaints

Subtask 3.3 – Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 3.4 - Evaluation of Stormwater Alternatives

Sea Level Rise (SLR) and king tide will be considered. Various sources shall be reviewed including the Southeast Florida Regional Climate Change Compact (SEFRCCC), the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers (USAGE). Recorded stage data shall be researched from nearby NOAA and SFWMD monitoring stations to assess king tide events.

The results shall be evaluated to determine the benefits and impacts that each alternative presents. Considerations include pre-vs-post discharge rates and peak stages.

The model shall be used to size the roadway drainage infrastructure based on the selected alternative. The collection and conveyance system shall be sized to deliver water to the outfall(s) with a hydraulic grade line that is below the rim and grate elevations for the Town's roadway Level of Service (LOS) design storm event.

Subtask 3.5 - Roadway, Landscaping and Street Lighting

Preliminary design of the roadway shall be performed. Portions of the road that need to be replaced or milled and overlaid shall be identified based on a determination of roadway pavement condition by review of the pavement cores. Typical road sections shall be drafted showing the proposed roadway, bike lane(s), sidewalks and grassed areas/swales. Typical locations and plant types for proposed landscaping shall be determined based on coordination with Town staff. Street lighting shall also be coordinated with the Town to determine pole and fixture selection. Up to three (3) renderings of typical section examples showing landscaping, lighting and roadway shall be produced that can be used for Public Outreach meetings.

Subtask 3.6 - Preliminary Design Report (PDR)

Stormwater: A description of the data and procedures taken to develop, test and run the model shall be documented. Each alternative shall be described with figures illustrating the associated proposed improvements. The results shall be presented in tables, figures and charts demonstrating the benefits and impacts of the alternatives. A final recommendation shall be made and the related improvements such as check valves, piping and pump station, shall be described and illustrated. It is assumed that the pump station will not include emergency generator or building.

Roadway: The pavement condition shall be discussed in conjunction with the recommended drainage improvements along with any of SUA's planned water and sanitary improvements Full roadway reconstruction versus mill and overlay improvements shall be recommended based on 1) the pavement condition, 2) the level of impacts on the pavement by the planned utility improvements and 3) the necessity and extent of raising the road elevation. Roadway sections shall be presented showing the proposed roadway (pavement, base and subgrade), bike lane(s), sidewalks and grassed areas/swales.

Landscaping and Lighting: Based on coordination with Town staff, landscaping and lighting within the Project limits shall be discussed and illustrated with color renderings and selection of decorative light poles and fixtures.

Coordination with SUA: The results of meetings with SUA and how the SUA's improvements, if any, will be included in the PDR. Information provided by SUA that is pertinent to the Project shall be included, along with the status of ongoing coordination.

Engineer's Opinion of Probable Construction Cost: An engineer's opinion of probable construction cost (preliminary) shall be prepared to correspond to the design level at 30 percent design of the Project.

The Consultant shall submit a Draft PDR (one hard copy and .pdf format) to the Town for its review and comment. A meeting shall be scheduled with the Town staff to review the comments. The Final PDR shall be prepared addressing the comments received, a three (3) hard copies and the report in .pdf format shall be submitted to the Town.

Subtask 3.7 Quality Assurance

The Consultant shall provide internal *QNQC* reviews on the Draft and Final Preliminary Design Reports.

TASK 4 – PUBLIC OUTREACH

Subtask 4.1 Prepare Presentation Material

The Consultant shall provide assistance with the development of presentation materials for the public meeting for the affected property owners and businesses. Presentation material shall include preparation of display up to three (3) boards and notification signs placed around the area for meeting notification.

Subtask 4.2 Public Meetings

The Consultant shall attend up to three (3) meetings prior to construction with the property owners and business entities in the vicinity of the Project. The meetings shall be coordinated by and attended by the Town staff and held at a location identified by the Town.

TASK 5 - DESIGN SERVICES

Subtask 5.1 Utility Coordination

The Consultant shall coordinate with all utilities with the Project limits (electric, phone, gas, cable TV, and fiber optics, etc.) to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 5.2 Design Drawings

Design disciplines shall include drainage; roadway; pump station mechanical, electrical and structural; street lighting; and landscaping. Preparation of construction documents shall include contract drawings and details and shall include: cover sheet, general notes, plan/profile drawings, and

miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for plan and 1-inch equals 2 feet for profile. Consultant shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2016 format. Drawings shall be submitted for TOWN review at 60 percent, 90 percent and 100 percent stages. The Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. The Consultant shall furnish two (2) hard copies of plans (and in PDF format) of the 60%, 90% and 100% design drawings, one (1) set of AutoCAD Version 2016 files in electronic format upon completion of the Project.

Subtask 5.3 Technical Specifications

Technical specifications shall be prepared by Consultant for bidding purposes for the proposed improvements within the Project area. The Front-End Contract Documents shall be prepared by the Town and provided to the Consultant. The Consultant shall prepare specifications and submit same to the Town for its review at 60 percent, 90 percent and 100 percent stages.

Subtask 5.4 Construction Cost Opinion

An opinion of probable construction cost shall be prepared for the 60 percent, 90 percent and 100 percent drawings submittal. The cost estimate format shall be consistent with Section 5 of this agreement.

Subtask 5.5 Quality Assurance

Consultant shall provide internal *QNQC* reviews on the 60 percent, 90 percent and 100 percent Design Documents (e.g. drawings, specifications, and cost estimates).

TASK 6 - PERMITTING

Subtask 6.1 - SFWMD Environmental Resource Permit

During the Design Phase the Consultant shall meet with the South Florida Water Management District (SFWMD) to verify potential design permitting requirements. An application for an Environmental Resource Permit shall be prepared along with supporting information and submitted to SFWMD. The submittal shall include signed and sealed drawings and calculation to demonstrate that the Project meets SFWMD's regulatory requirements in regard to water quality and water quantity.

Subtask 6.2 Dewatering Permit (SFWMD)

The Consultant shall prepare and submit a "Water Use Permit Application" for short-term dewatering to SFWMD and a dewatering plan. Groundwater drawdown calculations shall be performed and temporary impoundment areas shall be strategically located to produce hydraulic barriers to offset drawdown between the construction site and the Lagoon.

Subtask 6.3 Letter of Consent for Use of Sovereign Submerged Lands of the State

The Consultant shall prepare and submit information to the Florida Department of Environmental Protection to request a permit or such approvals as may be necessary to install revetment in the Lake Worth Lagoon along the seawall where a new outfall is proposed.

Subtask 6.4 Nationwide Permit (USACOE)

The Consultant shall prepare and submit an application to the US Army Corps of Engineers (USACOE) for a Nationwide permit which is required for work in wetlands or waters of the State.
shall be coordinated by and attended by the Town staff and held at a location identified by the Town.

Subtask 4.3 Grant Application Assistance

Consultant shall provide applicable design and cost estimating documentation as necessary for compilation and submittal by the Town for application for funding sources.

TASK 7 – BIDDING ASSISTANCE

Subtask 7.1 Bid Distribution

The Consultant shall assist Town in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor).

Subtask 7.2 Bid Conference

The Consultant shall attend pre-bid conference and provide a written summary of issues discussed.

Subtask 7.3 Bid Clarification/Addenda

The Consultant shall issue addenda and provide supplemental information or clarification, as appropriate to interpret, clarify, or expand the bidding documents to all prospective bidders

Subtask 7.4 Contract Award

The Consultant shall attend the bid opening, prepare bid tabulation sheets and assist Town in evaluating bids and proposals, and in assembling and awarding contract for construction. The Consultant shall submit to Town a written recommendation concerning construction contract award.

ASSUMPTIONS:

The work described herein (the Work) is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, the Consultant shall advise Town in writing of the magnitude of the required adjustments. Any changes in the completion schedule or compensation to the Consultant shall be subject to negotiation with the Town. The services to be provided by the Town and other related key assumptions include:

1. The Town shall provide the Consultant all available record drawings of the existing facilities which are the basis of design in the Project. The drawings to be provided include site and drainage plans for those developed properties which are adjacent to 10TH Street.
2. The Town shall provide for Consultant the Town's front-end documents in electronic format.
3. The Town shall prepare the Contract Documents as a single contract.
4. The Project design shall be based on the federal, state and local codes and standards in effect at the beginning of the Project.
5. The Consultant assumes that there are no contaminated soils or groundwater in the Project limits.
6. The Town is responsible for the cost of any published notices.
7. The Town shall be responsible for all permit application fees.
8. The Contractor shall be responsible for and shall submit the permit application to the Town.
9. Environmental and wildlife mitigation design and permitting services are not include.

SECTION 2: ESTIMATED COMPLETION SCHEDULE

2.1 Schedule

The Consultant shall complete the Professional Services and provide the indicated deliverables in accordance with the following schedule:

Task 1:	Meetings and Coordination	On-Going	
Task 2	Data Collection and Surveys	10 weeks	
Task 3	Preliminary Design Work	8 weeks	Partially Concurrent with Data Collection Work
Task 4	Public Outreach & Workshops	2 weeks	Concurrent with Design Work
Task 5	Project Design Work	10 weeks	
Task 6	Permitting	8 weeks	Partially Concurrent with Design Work
Task 7	Bidding	2 weeks	
		44 weeks	**from issuance of Notice to Proceed**

2.2 Delay

2.2.1 Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project in compliance with the Project schedule or as amended by a writing executed by both parties. If Consultant is delayed by any act, failure to act or neglect of the Town, or any separate consultant or contractor hired directly by the Town, or by occurrences beyond the control and without any fault or negligence of Consultant, the Consultant shall provide a written notice of the reasons for the delay to the Town, within five (5) working days of the date the delay began. Provided the Consultant has timely notified the Town of such delay, and the Town determines the delay was reasonable, the Parties shall execute a written amendment to the schedule. This extension of time shall be Consultant's sole and exclusive remedy which the Consultant shall have against the Town attributed to such delay.

2.2.2 The Consultant acknowledges responsibility for any delay damages suffered by the Town as a result of Consultant's negligent, reckless or intentional wrongful actions or inactions. In the event that the Town suffers or reasonably believes that it will suffer any delay damages due to the foregoing, the Town, in its sole reasonable discretion, shall have the right to terminate this Agreement upon five (5) day's written notice. Such termination shall not be construed to constitute a breach of this Agreement by the Town

SECTION 3 PROFESSIONAL SERVICES FEE & ADMINISTRATIVE EXPENSES

3.1 Professional Services Fee Schedule

The Fee for all Professional Services (Fee) provided by the Consultant is set forth in the Fee Schedule set forth below. The Fee Schedule includes estimated hours by position category for each phase of Professional Services, along with the hourly rates for those positions. **The Fee shall not exceed the total amount shown in the Fee Schedule of $ 423,898.00** without prior authorization from the Town, and shall be the sole compensation paid to the Consultant. The Consultant's hourly rates:

Vice President	$ 250.00 / hr.
Engineer VI	$ 230.00 / hr.
Engineer II	$ 155.00 / hr.
CADD Tech III	$ 150.00 / hr.
Construction Mgr.	$ 180.00 / hr.
Engineer III (Field Rep)	$ 125.00 / hr.
Admin Support	$ 100.00 / hr.

3.2 Adjustment to Professional Fee

The professional service fee may be adjusted, if necessary, by a written amendment to this agreement, duly approved and executed by Consultant and Town; subject to an adjustment to the Town's budget. No fee adjustment is allowed during the first year of the contract.

3.3 Sub-consultant expenses are included in this agreement (see Engineering Fee proposal below)

3.4 Invoices

3.4.1 All invoices must identify the Town PO number.

3.4.2 Submit invoices directly to: Town of Lake Park
Accounts Payable
535 Park Avenue
Lake Park, Florida 33403

3.4.3 Invoices shall show the actual hours worked, person performing services, services performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include written documentation of the expenses, and shall be subject to the approval of the Town.

3.4.4 Invoices for lump sum type work shall be accompanied by a status report briefly describing the activities and the services performed. The payment request amount shall be related to the percentage of services completed.

3.4.5 Invoices received from the Consultant pursuant to this Agreement shall be subject to the prior approval of the Town to confirm that the services were rendered in conformity with the Agreement.

Town of Lake Park

10th Street Green Infrastructure Design, Permitting, Bidding and Construction Services

Engineering Fee Proposal

		Labor Classification and Hourly Rates								
Task No.	Task Description	Vice President $260.00	Engineer VI $242.00	Engineer II $160.00	CAD Tech III $160.00	Construction Eng. Tech.IV (Const. Mgr.) $210.00	Engineering Tech III (Field Rep) $145.00	Admin Support $110.00	Total Labor	Sub-Consultant Services
1	**Meeting andCoordinations**									
1.1	Design Meetings (4 Mtgs)	2	8	12					$4,376	
2.1	Internal Progress Meetings & Coordination	8	30	24					$13,180	
	Subtotal Task 1	**10**	**38**	**36**					**$17,556**	
2	**Data Collection and Successor Engineer**									
2.1	Topographic Survey			2	2				$640	$24,150
2.2	Subsurface Utility Engineering (SUE)			2	2				$640	$14,480
2.3	Geotechnical Report		2	4					$1,124	$21,000
2.4	Field Investigation		4	4					$1,608	
2.5	Previous Documents and Plans		12	20					$6,104	
	Subtotal Task 2		**18**	**32**	**4**				**$10,116**	**$59,630**
3	**Preliminary Engineering**									
3.1	Utility Coordination		4	12					$2,888	
3.2	Stormwater Modeling		20	60					$14,440	
3.3	Roadway/Landscaping/Lighting Evaluations		30	45	15				$16,860	$7,000
3.4	Preliminary Design Report	2	24	40	10			20	$16,528	
	Subtotal Task 3	**2**	**78**	**157**	**25**			**20**	**$50,716**	**$7,000**
4	**Public Outreach**									
4.1	Prepare Presentation Material		6	16	20				$7,212	
4.2	Public Meetings	2	8	12					$4,376	
	Subtotal Task 4	**2**	**14**	**28**	**20**				**$11,588**	
5	**Design Services**									
5.1	Field Verification (soft digs)		1	3					$722	$17,365
5.2.1	60% Design Drawings									
	Drainage & Roadway	2	45	85	120				$44,210	
	Street Lighting - Electrical		2	4					$1,124	$9,000
	Landscaping and Irrigation		2	4					$1,124	$12,875
5.2.2	90% Design Drawings									
	Drainage & Roadway	2	30	50	90				$30,180	
	Street Lighting - Electrical		2	4					$1,124	$5,625
	Landscaping and Irrigation		2	2					$804	$7,725
5.2.3	100% Design (Bid) Drawings	4	16	20	30	6			$14,172	$8,525
5.3	Technical Specifications (60%, 90% & 100%)		10	16				10	$6,080	
5.4	Construction Cost Opinion (60%, 90% & 100%)		10	16					$4,980	
	Subtotal Task 5	**8**	**120**	**204**	**240**	**6**		**10**	**$104,520**	**$61,115**
6	**Permitting & Grant Application Assistance**									
6.1	SFWMD Environmental Resource Permit	2	16	40				2	$11,012	
6.2	SFWMD Water Use Permit (dewatering)		10	30				2	$7,440	
6.3	PBC Engineering and Public Works		6	12				2	$3,592	
6.4	Lake Park Community Development Office		3	8				2	$2,226	
6.5	Grant Assistance		10	20				2	$5,840	
	Subtotal Task 6	**2**	**45**	**110**				**10**	**$30,110**	
7	**Bidding & Pre-Construction Assistance**									
7.1	Bid Advertisement		1	3					$722	
7.2	Pre-Bid Conference		2	4		2			$1,544	
7.3	Bid Clarification/Addenda		4	8		2		2	$2,888	
7.4	Bid Review and Recommendation		4	8		2		2	$2,888	
7.5	Conformed Documents		2	4	4	2		2	$2,404	
7.6	Preconstruction Conference			4		8			$2,320	
7.7	Submittal Review			22		20			$7,720	$11,250
7.8	Construction Clarifications			14		16			$5,600	
7.9	Certification of Construction Completion		8	12		8			$5,536	$11,250
	Subtotal Task 7		**21**	**79**	**4**	**60**		**6**	**$31,622**	**$22,500**
	Labor Subtotal Hours	24	334	646	293	66		46		
	Labor Subtotal Costs	$6,240	$80,828	$103,360	$46,880	$13,860		$5,060	$256,228	$150,245
	Labor Total Costs	**$256,228**								
	Subconsultant Costs Total	$150,245								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	**$165,270**								
	Reimbursable Expenses	**$2,400**								
	Project Total	**$423,898**								

3.5 Payment.

3.5.1 The Fee shall be paid in accordance with Section 3.1 and upon acceptance of deliverables satisfactory to the Town and the receipt of a proper invoice from Consultant.

3.5.2 Payment of Fees shall be made in accordance with the Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

3.5.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of, or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

SECTION 4 TERM

4.1 This Agreement shall commence as of the date of full execution of this Agreement by the parties. The term of this Agreement shall continue in force until completion of the Professional Services related to the Project as set forth in this Agreement, unless terminated by either party pursuant to the termination provisions in this Agreement, or by the mutual consent of the parties.

4.2 It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by the Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

SECTION 5 ESTIMATED CONSTRUCTION COSTS OF DESIGN

5.1 Included in Estimated Construction Cost of Design

The Estimated Construction Cost of the Project are based upon the design services set forth herein and shall include an itemization of each of the following:

a. Cost to construct, including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.;
b. Allowance for construction cost contingencies;
c. Allowance for other necessary services, such as materials testing, to be provided by others for the Town;·
d. Traffic Control;
e. Video Taping Inspections, when applicable;
f. Mobilization and de-mobilization

5.2 Excluded in Estimated Construction Cost

The Estimated Construction Cost of design shall exclude Consultant's Professional Services Fee.

SECTION 6 REPRESENTATIONS OF THE CONSULTANT

6.1 Authority

The Consultant hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this

Agreement are authorized to execute and deliver it.

6.2 Duly Licensed

The Consultant represents that it is duly licensed to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Solicitation**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the Town shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.4 Public Entity Crimes Act.

The Consultant represents that by its execution of this Agreement it has not violated the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that neither the Consultant nor any of its parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, or sub-consultants have been, or are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted Consultant list. Violation of this section may result in termination of this Agreement and recovery of all monies paid by the Town to the Consultant, and may result in debarment from Town's competitive procurement activities.

6.5 Standard of Care.

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement shall be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

6.6 Warranty of Design and Constructability

Consultant hereby represents to Town that where the Professional Services include the development of Construction Drawings, Technical Specifications and Supplemental Conditions, pertaining to the Project, to the best of Consultant's knowledge, information and belief: (i) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and generally accepted industry standards; and (ii) is constructible. Without waiver of Town's other rights and remedies, the Consultant warrants that the Town may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the Town with respect to this section, except and unless any failure of Consultant to perform, in whole or in part, is due to the action or inaction of the Town. Without limiting any other remedy available to Town, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents, Technical Specifications and Supplemental Conditions necessary to correct any negligent or material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The Town's review or approval of, or payment for, any Professional Services or deliverables under this Agreement and resulting work authorizations shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement.

6.7 Ethics Provisions; No Conflicts of Interest.

Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

Consultant represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.

Consultant represents that it does not employ, directly or indirectly, the Mayor, members of the Town commission or any appointed Town official, department director, or member of any board, committee or redevelopment agency of the Town.

Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or redevelopment agency of the Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the Mayor, members of the Town commission, any department director or head of the Town, any employee of the Town or any official of the Town's redevelopment agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.

Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the Town under this Agreement.

Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

Consultant shall promptly notify the Town in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that the Consultant intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Consultant. The Town agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Town shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Consultant under this Agreement.

In the event the Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, the Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

6.8 Lobbying Certification.

The Consultant certifies to the best of its knowledge and belief that no federal or state grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a member of Congress, a member of the Florida Legislature or any state agency.

6.9 Truth in Negotiation Statement

Signature of this Agreement by the Consultant serves as the execution of a truth-in- negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The fees and expenses payable under the agreement shall be adjusted to exclude any significant

sums should the Town determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such agreement adjustments must be made within one year following the expiration or termination of this Agreement.

6.10 Financial Capability

The Consultant certifies that it has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by the Project Schedule and this Agreement.

6.11 No Felony or Fraud

The Consultant certifies that neither it, nor any of its principles have been convicted of a felony or fraud.

SECTION 7 RESPONSIBILITIES OF THE TOWN

7.1 Designation of Representative

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services to be rendered under this Agreement and any specific work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town with respect to the Consultant's Professional Services.

7.2 Specification of Town Requirements

The Town agrees to provide information as to the Town's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, Town and performance requirements, flexibility and expendability and budgetary limitations.

7.3 Items to be furnished upon the Consultant's Request

The designated representative of the Town shall use reasonable efforts to provide to the Consultant, upon the Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a Project. The Town makes no representation that any such data or documents provided by the Town are accurate or reliable.

1. Data prepared by others relevant to the Project;
2. Appropriate professional interpretations of data prepared by others relevant to the Project;
3. Environmental assessment and impact statements;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions; and
6. Zoning, deed and other land use restrictions

7.4 Access to Property

The Town agrees to arrange for access to and make all provisions for Consultant to enter Town property as required for Consultant to perform the Professional Services of this Agreement.

7.5 Attendance at Meetings

Upon request, a Town representative shall attend regularly scheduled Project progress meetings at the Town or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, shall attend all regularly scheduled Project progress meetings at the dates and times established.

SECTION 8 DOCUMENTS

8.1 Ownership of Documents.

All plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, presentations of any kind, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and will become the exclusive property of the Town without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of the Professional Services and/or upon completion or termination of this Agreement. Upon delivery to the Town of said document(s), the Town shall be the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant shall not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which the Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). The Consultant acknowledges and affirms that pursuant to 17 U.S.C.§106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. The Consultant waives and assigns to Town all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Notwithstanding the foregoing, Consultant shall maintain all rights to reuse standard details and other design features on other projects. Any reuse of the Consultant's prepared documents by the Town, except for the specific purpose intended under this Agreement, shall be at Town's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

8.2 **Obligation to Furnish Documents to the Town**

The Consultant shall deliver to the Town for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the Town in connection with this Agreement.

SECTION 9 STANDARD TERMS AND CONDITIONS

9.1 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

9.2 Personnel; Staffing; Sub-consultants

Independent Contractor Relationship. All persons employed by the Consultant and engaged in any of the work or Professional Services performed by the Consultant pursuant to this Agreement shall at all times be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees or agents of the Town. The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than as may be specifically provided for in this Agreement. The Consultant shall be responsible to the Town for all Professional Services or work performed by the Consultant or any person or firm engaged as a sub- consultant or subcontractor to perform work in fulfillment of this Agreement.

Personnel. The Consultant represents that its project manager and all staff identified in the Consultant's Proposal shall remain assigned to the Project, unless otherwise specifically released by the Town. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. The Consultant specifically acknowledges that its employees

are not be covered by the Town's workers' compensation insurance and the Consultant shall be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the Town to the Consultant under this Agreement.

Non-Discrimination by Consultant. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, and that in providing services, The Consultant does not discriminate with regard to any of the aforementioned factors.

Unauthorized Aliens/Patriot's Act. The knowing employment by the Consultant or its sub• consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that the Consultant is notified or becomes aware of such default, the Consultant shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. T h e Consultant's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. The Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

Selection of Sub-Consultants. The Consultant shall obtain the prior written approval of the Town as to each proposed sub-consultant and the Town reserves the right to reject the selection of a particular sub• consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If it becomes necessary to replace a particular sub-consultant to complete its part of the services, the Consultant shall promptly do so, subject to the prior written approval and acceptance of the new sub-consultant by the Town, which approval shall not be unreasonably withheld.

9.3 Compliance with Laws.

In the conduct of Professional Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.

9.4 State Taxes.

The Consultant understands that in performing the Professional Services for the Town, Consultant is not exempt from paying sales tax to the Consultant's suppliers for materials required for the Consultant to perform under this Agreement. The Consultant shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.

9.5 Availability of Funds

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Town. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements with a term of more than one year, but any agreement so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the Town may terminate this Agreement upon no less than 24 hours notice to the Consultant. The Town shall be the sole and final authority as to the availability of funds.

9.6 Right to Audit

The Consultant shall maintain adequate records for the Professional Services performed under this Agreement, including (a) timesheets kept in a clear and orderly fashion used to substantiate the

monthly invoices in accordance with generally accepted accounting principles, and (b) adequate records to justify all charges, expenses and costs in performing the Professional Services; and (c) copies of communications regarding the performance of its obligations under this Agreement, for **six (6) years** following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit the Consultant's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. The Consultant shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by the Consultant to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town's Internal Audit department shall be reimbursed to the Town by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Consultant within 45 days from presentation of Town's findings to the Consultant. Failure by the Consultant to permit such audit shall be grounds for termination of this Agreement by the Town.

9.7 Public Records Law

With respect to public records, the Consultant is required to:

Keep and maintain public records required by the Town to perform the service.

Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Consultant does not transfer the records which are part of this Agreement to the Town.

Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant keeps and maintains public records upon completion of the term of the Agreement, the Consultant shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall 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.

9.8 **Confidentiality**

The Consultant agrees that it will make no statements, press releases or Town releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Town and securing its written consent.

9.9 No Pledge

The Consultant shall not pledge the Town's credit or attempt to make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

9.10 Insurance.

The Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the Consultant from claims set forth below which may be caused by the performance under this Agreement by the Consultant, or by a subcontractor of the Consultant, or by anyone employed by the Consultant, or by anyone for whose acts the Consultant may be liable.

Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

The Town shall be provided a minimum of thirty (30) days prior written notice of any cancellation by insurer of Consultant's required insurance coverage.

Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Town prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, the name of the insurer, the number of the policy, its effective date, and its termination date.

Additional Insureds. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the Town, its elected commissioners, appointed officers, employees and agents, as Additional Insureds. No costs shall be paid by the Town for an additional insured endorsement.

Required Coverage: The Consultant shall maintain following liability coverage, in the limits specified:

Commercial General Liability: Not less than $1,000,000.00 Combined Single Limit per each occurrence and $2,000,000 aggregate. May not be subject to a self-insured retention or deductible exceeding $25,000.

Automobile Liability: Not less than $1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage. May not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than $2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the Town. Self-insured retentions or deductibles should not exceed $300,000.00 for written agreements or contracts with the Town with a value of less than $1,000,000; and
$300,000 for contracts with a value of $1,000,000 or more.

Insurance of Sub-consultants. The Consultant shall contractually require and verify that its sub• consultants will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the Town.

Anything to the contrary notwithstanding, the liabilities of the Consultant and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

9.11 Indemnification.

The Consultant agrees to indemnify and hold harmless the Town, its elected and appointed officials, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees recoverable under applicable law to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and any other persons employed or utilized by the Consultant in provision of the Professional Services under this Agreement. To the extent considered r e a s o n a b I y necessary by the Town, any sums due to the Consultant under this Agreement may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph s hall not be

construed to require Consultant to indemnify the Town for its own negligence, or intentional acts of the Town, their agents or employees. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABILE FOR NEGLIGENCE. Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

9.12 Force Majeure

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with agreement performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

9.13 Termination

Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon advance written notice to said defaulting party five (5) calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within 30 days unless another time frame is otherwise agreed to by the parties.

In the event this Agreement is terminated by the Town for cause, the Town may take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, the Consultant shall be liable to the Town for any additional cost incurred by the Town due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to the Consultant had this Agreement not been terminated.

The Town shall have the right to terminate this Agreement, in whole or in part, without cause, and for its convenience, upon five (5) days written notice to the Consultant. The Consultant shall have no right to terminate this Agreement for convenience.

Upon termination, the Consultant shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical, Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and Town projects to the Town. In the event of termination, the Consultant, upon receipt of the notice of such termination, shall:

1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination;
2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice;
3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination;
4) transfer title to the Town (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the Town, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated;
5) promptly assemble and deliver as provided above all documents related to this Agreement;
6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the Town.

In the event of termination, the Town shall compensate the Consultant for all authorized Professional Services satisfactorily performed through the termination date, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to the Consultant shall be made, (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall Town be obligated to compensate the Consultant for lost profits, or any resulting or consequential damages.

Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

9.14 Communications and Notice

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties.

9.15 Litigation; Governing Law; Venue; Waiver of Jury Trial; Attorney Fees

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with the laws of Florida without regard to conflicts of law provisions. The Town and the Consultant agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or, if a federal court claim in the United States District Court, Southern District of Florida. The Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum non conveniens.* In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

9.16 Remedies

No remedy 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 granted by this Agreement or now or hereafter existing at law or in equity or by stature or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

9.17 Inspector General

The Consultant 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 Agreement, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination.

9.18 Waiver

Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of the Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications, Supplemental Conditions or other documents and works,
nor shall any approval by the Town be deemed to be an assumption of such responsibility by the Town for a defect or omission in designs, Construction Documents, Technical Specifications, Supplemental Conditions or other documents prepared by the Consultant, its employees, agents or sub- consultants.

9.19 Headings

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

9.20 Counterparts; Digital Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, by electronic means.

9.21 Severability of Provisions

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

9.22 Assignment.

This Agreement may not be assigned by the Consultant without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

9.23 Means, Methods & Safety

The Consultant will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

9.24 Entire Agreement; Controlling Provisions; Amendment

The Consultant submitted its Proposal dated May 29, 2018 (the "Proposal") in response to the Request for Qualifications No. 105-2018 issued by the Town (the "RFQ").

This Agreement, including the RFQ, and the Consultant's response ("Proposal"), which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RPF and/or Proposal, the provisions shall be given precedence in the following order:
(1) this Agreement,
(2) the RFP;
3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

This Agreement may only be modified by written amendment executed by the Town and the Consultant.

Any amendments to this Agreement:
(1) shall be subject to the mutual written agreement of the parties;
(2) shall be in the form of numbered amendments;
(3) shall be executed by both parties; and,
(4) shall become part of the public records of the Town. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

9.25 Equal Opportunity and Anti-Discrimination

The Town complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local minority and female-owned businesses to participate.

During the performance of this Agreement, the Consultant shall not discriminate or permit

discrimination in it hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal opportunity employment requirements and any applicable requirements established by the Town, the state of Florida, Palm Beach County and the Federal Government.

Consultant shall make effort to implement Section 3 employment as per requirements of 24 CFR Park 75.27.

The Consultant further acknowledges and agrees to provide the Town with any and all information and documentation that may be requested by the town for time to time regarding solicitation, selection, treatment, and payment of approved sub-contractors, suppliers, and vendors in connection with this Agreement.

9.26 No Discrimination Clause

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, age, pregnancy, handicap or marital staus. The Consultant will take affirmative action to endure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but no be limited to the following:

> Employment, up-grading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.

9.26 Code of Federal Regulations

The Consultant shall comply with: 29 CFR 5.5
Title 29 – Labor – Subtitle A Office of the Secretary of Labor
Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

9.27 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The Consultant shall comply with: 2 CFR Appendix II to Part 200 paragraphs A through L

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award are to include the provisions as identified above.

9.28 Access and Audit of Records

Per 2 CFR § 200.325(b), records must be made available for review upon request for the federal awarding agency (HUD) and pass-through entity (Florida Commerce)

9.28 Administrative, Contractual and Legal Remedies

The Consultant shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this agreement. Failure of the Consultant to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by the Unit to the Consultant. Breach of contract disputes will be decided by arbitration, if the parties mutually agree or in a Florida court of competent jurisdiction. The Consultant understands that failure to meet the requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Consultant.

Unless otherwise provided in the contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

9.29 Equal Opportunity Clause

§ 60-1.4 Equal opportunity clause.

(a) ***Government contracts.*** Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) ***Federally assisted construction contracts.***
(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or

guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) ***Subcontracts.*** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) ***Inclusion of the equal opportunity clause by reference.*** The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) ***Incorporation by operation of the order.*** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) ***Adaptation of language.*** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

9.30 Termination for Cause and Convenience

Termination for Cause and Convenience – Per Appendix II to Part 200(B).

Contracts for more that $10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis of settlement.

The Owner may terminate the Agreement for cause upon the occurrence of any one or more of the following events:

a) If the contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

b) If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a person is filed seeking any such equivalent or similar relief against CONTRACTOR under an other federal or state law in effect at the time relating to Bankruptcy or insolvency.

c) If CONTRACTOR make a general assignment for the benefit of creditors;

d) If a trustee, receiver custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property of the benefit of CONTRACTORS creditors;

e) If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

f) If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established and revised from time to time.)

g) If CONTACTOR disregards Laws or Regulations including but not limited to those specifically referenced in this Agreement.

h) If CONTRACTOR disregards the authority of ENGINEER.

i) If the CONTRACTOR is place on a convicted vendor list or otherwise convicted of any public entity crime or crime involving fraud or dishonesty; or

j) If CONTACTOR otherwise violates in any substantial way any provision of this Agreement or the Contract Documents; or

k) If CONTRACTOR repeatedly refuses to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRCTOR and its subcontractors; or

l) If CONTRACTOR repeatedly disregards applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of a public authority.

Owner may, after giving the CONTRACTOR (and the surety, if there be one) seven (7) day's written notice and to the extent permitted by applicable law, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and sue the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass of conversion), incorporate in the Work all material and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment in accordance with this Agreement until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including, but not limited to, fees and charges for engineers, architects, attorneys and other professionals and court and arbitration costs) and liquidated damages for delay, such access will be paid to CONTRACTOR. If such costs and liquidated damages for delay exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER, or OWNER shall be entitled to keep any monies already withheld, whichever is applicable. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any right of remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the work performed.

Were CONTRACTOR's services have been so terminated by Owner, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accure. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

9.31 **24 CFR Part 5, § 570.609 Use of debarred, suspended or ineligible contractors or sub-recipients:**

Additional requirements found at § 570.609 pertaining to the use of debarred, ineligible or suspended or ineligible contractors or Subrecipients, in accordance with the requirements set for in 24 CFR Part 5 apply to the program.

For Consultant Compliance:

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: _____

Title: Rebecca Travis, PE, Executive Vice President
Baxter & Woodman, Inc.

Date: 12/4/2025

ATTACHMENT A

Documents included as part of this agreement:

PROCURMENT DOCUMENTS INCLUDING:

1) **RFQ #115-2025 Request for Qualifications**
2) **EXHIBIT A – Scope of Work**
3) **EXHIBIT B – Evaluation Criteria**
4) **EXHIBIT C – Federal Procurement Requirements**
5) **EXHIBIT D – HUD 4010**
6) **EXHIBIT E – Florida Commerce Agreement**
7) **EXHIBIT F – Anti-Kickback Affidavit**
8) **EXHIBIT G – Non-Collusion Affidavit**
9) **EXHIBIT H – Conflict of Interest Disclosure Form**
10) **EXHIBIT I – 10th Street GI – 30% Preliminary Plans**
11) **EXHIBIT J – Project Cost Estimate**

ATTACHMENT B

Appendix II to Part 200—Solicitation and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and other Related Federal Clauses

In addition to other provisions required by the Federal agency or non-Federal entity, all solicitations and contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Appendix II to Part 200(A) REMEDIES: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Appendix II to Part 200(B) TERMINATION for CAUSE & CONVENIENCE: All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Appendix II to Part 200(C) EQUAL OPPORTUNITY & NON-DISCRIMINATION: Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Appendix II to Part 200(D) DAVIS-BACON ACT (1): Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Appendix II to Part 200(D) DAVIS-BACON ACT (2): The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(D) DAVIS-BACON ACT (3): The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Contract Work

Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Appendix II to Part 200(F) RIGHTS to INVENTIONS: Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Appendix II to Part 200(G) CLEAR AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Appendix II to Part 200(H) DEBARMENT & SUSPENSION: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Appendix II to Part 200(I) BYRD ANTI-LOBBYING: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) **200.323 Procurement of recovered materials.**

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental

Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) **200.216 Prohibition on certain telecommunications and video surveillance equipment or services.**
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain covered telecommunications equipment or services;
(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment;
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.
(L) **200.322 Domestic preferences for procurements.**

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

SECTION 3:

Contracts subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Federal Awarding Agency or Pass Through Entity Review and Retention: §200.325(b)]

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates. Records will be maintained for six (6) years after the subrecipient formally closes out the grant award.

Employment Eligibility Verification:

Executive Order 11-116 signed May 27, 2011, by the Governor of Florida requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

Minority and Women Business Enterprises (M/WBE) Affirmative Steps: §200.321

Baxter & Woodman, Inc. will implement and will ensure that following affirmative steps will be taken to maximize M/WBE participation:

1. Placing qualified small an34d minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Bonding Requirements: §200.326

1. For contracts over $250,000, a bid guarantee from each bidder equivalent to 5% of the bid price is required.
2. For contracts over $250,000, a performance bond on the part of the contractor for 100% of the contract price is required.
3. A payment bond on the part of the contractor for 100% of the contract price is required.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties' duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

By: _____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

STATE OF FLORIDA
COUNTY OF PALM BEACH

(NOTARY SEAL)

_____
Notary Public, State of Florida

CONSULTANT

Baxter & Woodman, Inc.

By: _____

Title: Rebecca Travis, PE
Executive Vice President

SCOPE OF WORK

Town of Lake Park

10th STREET ROADWAY AND GREEN INFRASTRUCTURE PROJECT

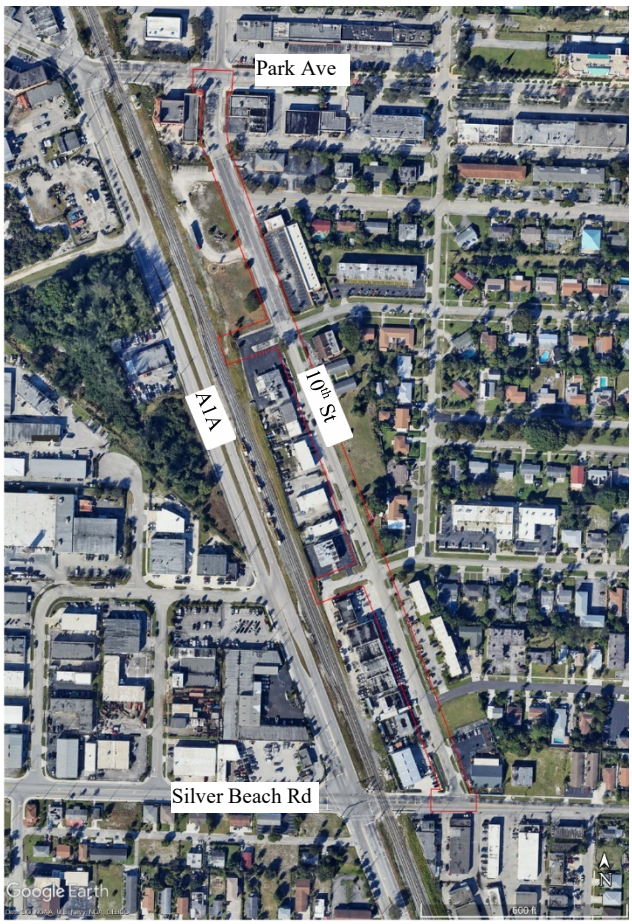
PROJECT NO. _____

The Town of Lake Park (TOWN) has requested a scope of services from an Engineering consultant (CONSULTANT) to perform engineering design, permitting, bidding assistance and construction phase services for the 10th Street Green Infrastructure Improvements Project.

The Project includes design of paving, drainage, landscape, lighting and other related improvements on 10th Street from Silver Beach Road to Park Avenue. A Basis of Design Report, dated July 22, 2021, was previously prepared by WRMA and the planning document will be reviewed and utilized for the design under this scope of work.

The Engineering Services will include the following primary tasks:

- Task 1 – Meetings and Coordination
- Task 2 – Data Collection
- Task 3 – Preliminary Engineering
- Task 4 – Public Outreach
- Task 5 – Design Services
- Task 6 – Permitting
- Task 7 – Bidding & Pre-Construction Assistance



Task 1 – Meetings & Coordination

Subtask 1.1 Design Meetings

CONSULTANT will attend one (1) kick-off meeting and three (3) design meetings (at 30%, 60%, and 90%) with the TOWN and provide an agenda and a written summary of the issues discussed. CONSULTANT will provide agendas and meeting minutes.

Subtask 1.2 Progress Meetings and Coordination

CONSULTANT will conduct weekly progress meetings and adjust resources as needed to meet deadlines. Staff will coordinate on a daily basis to facilitate design.

Task 2 - Data Collection and Successor Engineer

Subtask 2.1 – Topographic Survey

CONSULTANT shall furnish the services of a professional surveyor, Dennis J. Levy & Associated, Inc. (DJLA) to perform topographic survey of the project area. A field check will be performed to verify that the needed topographic features are in the survey. This includes visible, physical objects, roadway pavement, driveways, sidewalks, curb, trees, drainage swales, landscaping, signs, lift stations, fences, power poles, buildings with finished floor elevations, and other encumbrances.

The control will be referenced from the National Geodetic Survey (NGS) or Palm Beach County Control Network which is the North American Datum of 1983 and the 1990 adjustment for horizontal control (NAD 83/90) and the North American Vertical Datum of 1988 (NAVD 88) for vertical control. Reference benchmarks will be provided at maximum 600-foot intervals. Elevations to be referenced to an existing established Town or County Benchmark.

The survey will be provided in AutoCAD format at a scale of 1"=20' for preparation of the basis of the design plans.

Subtask 2.2 – Subsurface Utility Engineering

CONSULTANT will furnish the services of a professional surveyor, Ritzel - Mason, Inc. to perform Subsurface Utility Engineering (SUE) to locate underground utilities such as electric, fiber optic, cable, gas, etc. as a means to avoid conflicts. Ground Penetrating Radar (GPR) will be used.

Subtask 2.3 – Geotechnical

CONSULTANT will furnish the services of a professional geotechnical engineer (Terracon) to provide subsurface investigations of the project area that will include standard penetration borings and percolation testing. The collected field data will be evaluated and presented in a geotechnical engineering report. A geotechnical report will be produced that will include the following:

Five (5) 15-foot deep Standard Penetration Test borings

Two (2) Borehole Permeability Tests

Subtask 2.4 – Field Investigation

CONSULTANT will conduct two (2) site visits to review existing conditions, preferably following a rainfall event in order to observe roadway ponding or flooding; to observe the pavement and sidewalk condition; and to conduct a survey field check of the general project conditions pertinent to the design.

Subtask 2.5 – Previous Documents and Plans

The Basis of Design Report, dated July 22, 2021, was previously prepared by WRMA and the planning document will be thoroughly reviewed with the intent of utilizing portions that remain relevant. CONSULTANT will perform all duties as required by Florida Administrative Code (FAC) 61G15-27.001 "Procedures for a Successor Professional Engineer Adopting As Their Own the Work of Another Engineer". The Town shall provide all documents (i.e. AutoCAD, hydrologic and hydraulic calculations and model data,

reports, models and studies previously completed by others. CONSULTANT will review and assess the information provided in order to adopt the work as the successor engineer.

It is anticipated that the Basis of Design and related materials will include information such as existing as-built drawings and permits issued by the TOWN. Additional information will be obtained by the CONSULTANT from Seacoast Utility Authority, the South Florida Water Management District (SFWMD) and Palm Beach County Engineering and Public Works Department (PBC) as needed.

Task 3 – Preliminary Engineering

Subtask 3.1 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information. Coordination with Seacoast Utility Authority (SUA) will also occur regarding potential conflicts with their water and sewer infrastructure. Replacement of SUA's facilities will be discussed with SUA and contracted separately, apart from this contract.

Subtask 3.2 – Stormwater Modeling

Basin Delineation: Basins will be delineated and subdivided based on previous reports, permits, stormwater piping and topography. The delineation will be designed to estimate the contributing areas to the critical portions of the Stormwater infrastructure to properly model the capacities of the systems. Although this work may have been performed by previous engineers, it shall be verified by the CONSULTANT. Inflow from surrounding developments is particularly important to the drainage evaluation.

Model Input: ICPR4 shall be used for hydrologic and hydraulic modeling to assess the existing conditions and alternative scenarios unless the TOWN would prefer that the CONSULTANT modify the model developed for their Stormwater Master Plan.

Hydrologic Model Input
Primary basin and subbasin hydrologic information shall be entered including areas, times of concentration, curve numbers, rainfall and imperviousness. Times of concentration shall be calculated based on travel lengths and roughness coefficients. Curve numbers shall be calculated based soils and land use.

Hydraulic Model Input
Model links and nodes shall be added to the model to define stormwater network. Links shall consist primarily of pipes and also include broad crested weirs to represent sheetflow between basins and subbasins. Pipe data shall include sizes, lengths and roughness coefficients based on available information and survey data. LiDAR data shall be used to create stage-area curves for each storage node in the system using GIS algorithms.

Water Quality Computations
SFWMD has imposed new rules associated with water quality compliance requiring pollutant loading analyses.

Subtask 3.3 – Roadway, Landscaping and Street Lighting Evaluations

Preliminary design of the roadway shall be performed. Typical road sections shall be drafted showing the proposed roadway, sidewalks grassed areas and green infrastructure features. Locations for specialized pedestrian crossings will be determined. The need for changes at intersections will be evaluated including potential signalization changes at Park Avenue. Typical locations and plant types for proposed landscaping shall be determined based on coordination with TOWN staff. Water sources for irrigation will be identified. Street lighting will also be coordinated with the TOWN to determine pole and fixture selection. Up to three (3) renderings of typical section examples showing landscaping, lighting and roadway shall be produced that can be used for Public Outreach meetings.

Subtask 3.4 – Preliminary Design Report (PDR)

Stormwater: A description of the data and procedures taken to develop, test and run the model shall be documented. The recommended drainage design will be described with figures illustrating the associated proposed improvements in conjunction with the proposed green infrastructure. The results shall be presented in tables, figures and charts demonstrating the benefits of the design compared to the existing conditions.

Roadway: The pavement condition shall be discussed in conjunction with the recommended drainage improvements along with full roadway reconstruction versus mill and overlay improvements shall be recommended based on 1) the pavement condition, 2) the level of impacts on the pavement by the planned utility and drainage improvements and 3) the necessity and extent of changing the road grades to facilitate drainage. Roadway sections shall be presented showing the proposed roadway (pavement, base and subgrade), a shared path, sidewalks, crossings and grassed areas. Intersection and/or signalization modifications/detection will be discussed and recommendations will be documented and illustrated.

Landscaping and Lighting: Based on coordination with TOWN staff, landscaping and lighting within the Project limits shall be discussed and illustrated with color renderings and selection of decorative light poles and fixtures.

Engineer's Opinion of Probable Construction Cost: An engineer's opinion of probable construction cost (preliminary) shall be prepared to correspond to the design level at 30 percent design of the Project.

The CONSULTANT will submit a Draft PDR (one hard copy and .pdf format) to the TOWN for its review and comment. A meeting shall be scheduled with the TOWN staff to review the comments. The Final PDR will be prepared addressing the comments received, one (1) hard copy and the report in .pdf format shall be submitted to the TOWN.

Task 4 – Public Outreach

Subtask 4.1 Prepare Presentation Material

CONSULTANT will develop presentation materials for the public workshop to the stakeholders including the affected property owners and businesses. Presentation material shall include preparation of display boards and creation of a 3-D model of the proposed improvements using Autodesk InfraWorks for an interactive demonstration during the workshop.

Subtask 4.2 Public Meetings

CONSULTANT will present the project at the fore mentioned stakeholder workshop (at 30% design) and also at a public workshop (at 90% design). CONSULTANT will document comments and concerns from the public and mitigate concerns, such as access to properties, to the extent possible with site plan, schedule, and phasing adjustments. CONSULTANT will also attend a public meeting prior to construction with the selected construction contractor to inform property owners and business entities in the area what can be expected during construction. The meetings shall be coordinated by and attended by the TOWN and at a location provided by the TOWN. The TOWN shall be responsible for sending notifications to the public.

Task 5 – Design Services

Subtask 5.1 – Field Verification (soft digs)

CONSULTANT will furnish the services of Ritzel – Mason, Inc. to provide underground field locations and depths of potential utility conflicts. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately twenty-five (25) utility locations will need to be pot-holed.

Subtask 5.2 Design Drawings

Design disciplines will include drainage; roadway: hardscape; street lighting; and landscaping. Preparation of construction documents shall include contract drawings and details and shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for plan and 1-inch equals 2 feet for profile. CONSULTANT will prepare the engineering design elements on topographic survey information in an AutoCAD format. Drawings shall be submitted for TOWN review at 60 percent, 90 percent and 100 percent stages. CONSULTANT will meet with the TOWN to discuss comments, and incorporate comments into final documents. CONSULTANT will furnish the plans (and in PDF format) of the 60%, 90% and 100% design drawings, one (1) set of AutoCAD files in electronic format upon project completion.

Subtask 5.3 Technical Specifications

Technical specifications are to be prepared by CONSULTANT for bidding purposes for the proposed improvements. The Front-End Contract Documents are to be prepared by the TOWN and provided to the CONSULTANT. Specifications will be submitted in .pdf format for TOWN review at 60 percent, 90 percent and 100 percent stages.

Subtask 5.4 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 60 percent, 90 percent and 100 percent drawings submittal. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project.

Task 6 - Permitting & Grant Application Assistance

Subtask 6.1 – SFWMD Environmental Resource Permit

During the Design Phase the CONSULTANT will meet with the South Florida Water Management District (SFWMD) to verify potential design permitting requirements. An application for an Environmental Resource Permit will be prepared along with supporting information and submitted to SFWMD. The submittal will include signed and sealed drawings and calculation to demonstrate that the project will meet SFWMD's regulatory requirements in regard to water quality and water quantity.

Subtask 6.2 Dewatering Permit (SFWMD)

There are two sites less than 1,000 feet from project that have been identified by the Florida Department of Environmental Protection (FDEP) as having groundwater contamination. SFWMD will require that a dewatering permit application be submitted and reviewed concurrently with the ERP permit review and that a dewatering plan be developed to avoid the movement of contaminated plumes. The CONSULTANT will design such a plan and submit a "Water Use Permit Application" for short-term dewatering to SFWMD. Groundwater drawdown calculations will be performed and temporary impoundment areas, if needed, will be determined.

Subtask 6.3 Palm Beach County (PBC)

There are no FDOT rights-of-way within or adjacent to the project area. However, there is a PBC right-of-way for Silver Beach Road, for which a permit may be required depending on whether the project improvements encroach that right-of-way. The CONSULTANT will meet with PBC Engineering and Public Works Department to determine if there are any special concerns in that area. A permit application, if necessary, will be submitted.

Subtask 6.4 Lake Park Community Development Office (CDO)

Plans will be submitted to CDO for a preliminary review before being submitted to officially by the selected contractor for building permits. Comments from CDO will be address and incorporated into the design.

Subtask 6.5 Grant Application Assistance

CONSULTANT shall provide applicable design and cost estimating documentation as necessary for compilation and submittal by the TOWN for grant compliance.

Task 7 - Bidding & Pre-Construction Assistance

Subtask 7.1 Bid Advertisement

CONSULTANT will assist TOWN in advertising for and obtaining bid proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. The TOWN will be responsible for uploading the bid documents to DemandStar.

Subtask 7.2 Pre-Bid Conference

CONSULTANT will attend pre-bid conference and provide a written summary of issues discussed.

Subtask 7.3 Bid Clarification/Addenda

CONSULTANT will prepare addenda and shall provide supplemental information or clarification, as appropriate to interpret, clarify, or expand the bidding documents to all prospective bidders. The addenda will be provided to the TOWN for upload to DemandStar.

Subtask 7.4 Bid Review and Recommendation

CONSULTANT will attend the bid opening, prepare bid tabulation sheets and assist TOWN in evaluating bids and proposals, and in assembling and awarding contract for construction. CONSULTANT will submit to TOWN a written recommendation concerning contract award.

Subtask 7.5 Conformed Documents

CONSULTANT will incorporate any changes that may have occurred during the bidding process and provide to the Town Conformed Contract Documents including construction drawings and specifications in electronic (PDF) format on a USB drive and hard copies of construction drawings (one copy 22" x 34") and Contract Specifications Book (1 copy).

Subtask 7.6 Preconstruction Conference

CONSULTANT will attend a preconstruction conference with representatives of TOWN, contractors and major subcontractors for the construction contract. CONSULTANT will prepare, in writing, minutes of conference.

Subtask 7.7 Submittal Review

CONSULTANT will review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction contract documents. Review of up to 24 submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. CONSULTANT will submit reviewed shop drawings/submittals to TOWN for their records. Shop drawings will be processed as electronic copies unless otherwise requested or for samples.

Subtask 7.8 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the construction period. CONSULTANT will issue interpretations and clarifications of the Contract Documents, along with associated support materials, such as Change orders and Field Change Orders, as necessary. Those interpretations will be rendered and a response prepared and submitted to the Contractor within five (5) working days.

Subtask 7.9 Certification of Construction Completion

CONSULTANT will certify to SFWMD and PBC based on the visible project features; part-time field observations; CONSULTANT's inspections; and review of the testing reports, that the project was

constructed in accordance with the plans and specifications approved by the permitting agencies. The Contractor shall provide all record drawings at the completion of construction for final review by the CONSULTANT. CONSULTANT will provide an overall project certification to the TOWN.

Assumptions:

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. TOWN will provide CONSULTANT available record drawings, prior to NTP date, of facilities within the project area which have been modified since the Preliminary Design Report was prepared.
2. The TOWN will provide CONSULTANT an electronic version of their standard construction contract documents in MICROSOFT "WORD" version format. These include the TOWN's standard bid document forms, construction contract, General and Special Conditions, surety, schedules, retainage and other contract forms specific to TOWN construction contracts. CONSULTANT will provide the Technical Specification sections.
3. The TOWN is responsible for all permitting fees, including costs of public notification in local newspapers.
4. A single bidding effort is assumed for the project. Re-bidding of the project is considered an Additional Services item.
5. The design is to be based on the federal, State and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
6. In regard to the contaminated groundwater in the vicinity of the project, CONSULTANT will attempt to determine what will be an acceptable design to the regulatory agencies. However, CONSULTANT cannot be responsible if agencies ultimately reject the proposed design and require significant design or construction method changes. Significant changes in the design shall require Additional Services.
7. Construction Management services and site observations, necessary for project certification, are not included in this contract.

Schedule (relative to receipt of Notice to Proceed):

Engineering Services	Time per Phase	Cumulative Time
Task 1 – Meetings and Coordination	On-going	On-going
Task 2 – Data Collection	12 weeks	12 weeks
Task 3 – Preliminary Design	8 weeks	20 weeks
Task 4 – Public Outreach	2 weeks	22 weeks
Task 5 – Design Services	10 weeks(1)	32 weeks
Task 6 – Permitting & Grant Assistance	8 weeks	40 weeks
Task 7 – Bidding & Pre-Construction	4 weeks	44 weeks

(1) Estimated, based upon usual regulatory agency review period.

Town of Lake Park

10th Street Green Infrastructure Design, Permitting, Bidding and Construction Services

Engineering Fee Proposal

Task No.	Task Description	Labor Classification and Hourly Rates								
		Vice President $260.00	Engineer VI $242.00	Engineer II $160.00	CAD Tech III $160.00	Construction Eng. Tech.IV (Const. Mgr.) $210.00	Engineering Tech III (Field Rep) $145.00	Admin Support $110.00	Total Labor	Sub-Consultant Services
1	**Meeting andCoordinations**									
1.1	Design Meetings (4 Mtgs)	2	8	12					$4,376	
2.1	Internal Progress Meetings & Coordination	8	30	24					$13,180	
	Subtotal Task 1	**10**	**38**	**36**					**$17,556**	
2	**Data Collection and Successor Engineer**									
2.1	Topographic Survey			2	2				$640	$24,150
2.2	Subsurface Utility Engineering (SUE)			2	2				$640	$14,480
2.3	Geotechnical Report		2	4					$1,124	$21,000
2.4	Field Investigation		4	4					$1,608	
2.5	Previous Documents and Plans		12	20					$6,104	
	Subtotal Task 2		**18**	**32**	**4**				**$10,116**	**$59,630**
3	**Preliminary Engineering**									
3.1	Utility Coordination		4	12					$2,888	
3.2	Stormwater Modeling		20	60					$14,440	
3.3	Roadway/Landscaping/Lighting Evaluations		30	45	15				$16,860	$7,000
3.4	Preliminary Design Report	2	24	40	10			20	$16,528	
	Subtotal Task 3	**2**	**78**	**157**	**25**			**20**	**$50,716**	**$7,000**
4	**Public Outreach**									
4.1	Prepare Presentation Material		6	16	20				$7,212	
4.2	Public Meetings	2	8	12					$4,376	
	Subtotal Task 4	**2**	**14**	**28**	**20**				**$11,588**	
5	**Design Services**									
5.1	Field Verification (soft digs)		1	3					$722	$17,365
5.2.1	60% Design Drawings									
	Drainage & Roadway	2	45	85	120				$44,210	
	Street Lighting - Electrical		2	4					$1,124	$9,000
	Landscaping and Irrigation		2	4					$1,124	$12,875
5.2.2	90% Design Drawings									
	Drainage & Roadway	2	30	50	90				$30,180	
	Street Lighting - Electrical		2	4					$1,124	$5,625
	Landscaping and Irrigation		2	2					$804	$7,725
5.2.3	100% Design (Bid) Drawings	4	16	20	30	6			$14,172	$8,525
5.3	Technical Specifications (60%, 90% & 100%)		10	16				10	$6,080	
5.4	Construction Cost Opinion (60%, 90% & 100%)		10	16					$4,980	
	Subtotal Task 5	**8**	**120**	**204**	**240**	**6**		**10**	**$104,520**	**$61,115**
6	**Permitting & Grant Application Assistance**									
6.1	SFWMD Environmental Resource Permit	2	16	40				2	$11,012	
6.2	SFWMD Water Use Permit (dewatering)		10	30				2	$7,440	
6.3	PBC Engineering and Public Works		6	12				2	$3,592	
6.4	Lake Park Community Development Office		3	8				2	$2,226	
6.5	Grant Assistance		10	20				2	$5,840	
	Subtotal Task 6	**2**	**45**	**110**				**10**	**$30,110**	
7	**Bidding & Pre-Construction Assistance**									
7.1	Bid Advertisement		1	3					$722	
7.2	Pre-Bid Conference		2	4		2			$1,544	
7.3	Bid Clarification/Addenda		4	8		2		2	$2,888	
7.4	Bid Review and Recommendation		4	8		2		2	$2,888	
7.5	Conformed Documents		2	4	4	2		2	$2,404	
7.6	Preconstruction Conference			4		8			$2,320	
7.7	Submittal Review			22		20			$7,720	$11,250
7.8	Construction Clarifications			14		16			$5,600	
7.9	Certification of Construction Completion		8	12		8			$5,536	$11,250
	Subtotal Task 7		**21**	**79**	**4**	**60**		**6**	**$31,622**	**$22,500**
	Labor Subtotal Hours	24	334	646	293	66		46		
	Labor Subtotal Costs	$6,240	$80,828	$103,360	$46,880	$13,860		$5,060	$256,228	$150,245
	Labor Total Costs	**$256,228**								
	Subconsultant Costs Total	$150,245								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	**$165,270**								
	Reimbursable Expenses	**$2,400**								
	Project Total	**$423,898**								

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Town Manager

Agenda Title: Resolution 104-12-25- Agreement - Lake Park Neighborhood Water and Sanitary Sewer Improvement Project (10th Street Property - Town Owned) - Seacoast Utility Authority (SUA)

Agenda Category (i.e., Consent, New Business, etc.): **Consent**

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	Legal Reviews	**Funding Source:**	Legal
Account Number:	108	**Finance Signature:**	*Barbara Gould*
Advertised Date:	NA	**Newspaper:**	

Attachments: Final Resolution, Agreement, SUA Informational Flyer

Please initial one:

_____ Yes I have notified everyone

RR Not applicable in this case

Summary Explanation/Background:

Seacoast Utility Authority (SUA), which serves as the Town's utility department, is expected to begin construction of the Lake Park Neighborhood Water and Sanitary Sewer Improvement Project to replace aging water mains and improve the reliability of utility services within Lake Park.

The design phase has been completed and SUA's construction contractor, Centerline, Inc., is expected to begin soon. The proposed project is expected to be completed in approximately nine (9) months (with the hope of finishing quicker than planned).

The proposed project will include installation of approximately 5,630 linear feet of 6-inch, 500 linear feet of 8-inch, and 670 linear feet of 12-inch ductile iron water main. In addition, new water service connections, meter boxes and sanitary sewer cleanouts will be installed where needed.

Note: A public information meeting was held by SUA on November 4, 2025 in the Town of Lake Park's Town Hall (See attached information flyer distributed to the community).

In early December 2025, Town Staff was advised by Seacoast's contractor of the need to stage and store materials in the project area vicinity. Despite Town Code language being absent to permit this type of temporary staging and storage for public infrastructure work, the Town Manager has suggested that SUA utilize the Town's property on the west side of 10th Street (behind the Fire Station) as this infrastructure project will serve a public purpose. Further, various Town departments have been requested to review the need for this property over the proposed project timeline and staff has been notified that there is not expected to be a conflict with enabling SUA to utilized this property on a temporary basis.

If approved, the proposed Agreement would provide SUA and their construction contractor with the opportunity to utilize the Town's property on 10th Street to for staging and storage of materials for a maximum of one (1) year.

The proposed Agreement was prepared by the SUA and reviewed the Community Development Director, the Public Works Director and the Town Attorney.

Recommended Motion:
I move to approve Resolution 104-12-25 and approve a Facility Use and Hold Harmless Agreement with Seacoast Utility Authority to utilize the Town's property along 10th Street for temporary staging and storage for the replacement of water mains within the Town; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION NO.104-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FACILITY USE AND HOLD HARMLESS AGREEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING USE OF A TOWN OWNED PROPERTY ALONG 10TH STREET FOR TEMPORARY STAGING AND STORAGE FOR THE REPLACEMENT OF WATER MAINS WITHIN THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town owns an undeveloped parcel of land described on Exhibit A of the attached Agreement ("Facility"); and

WHEREAS, SUA desires to utilize a portion of the Facility's property for the staging and storage of materials (millings, pipes, fittings, etc.) required for the replacement of water mains within the Town ("Project"); and

WHEREAS, the Town has agreed to allow SUA to utilize the Facility for the staging and storage of Project materials subject to the terms of this Agreement.

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Agreement for the benefit of Seacoast as it pertains to the Property.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1.

Section 3. This Resolution shall take effect immediately upon adoption.

Exhibit ‘1’

FACILITY USE AND HOLD HARMLESS AGREEMENT

(intentionally left blank)

EXHIBIT "1"

FACILITY USE AND HOLD HARMLESS AGREEMENT

THIS FACILITY USE AND HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2025, by and between the Seacoast Utility Authority, a not-for-profit, governmental regional utility, 4200 Hood Road, Palm Beach Gardens, Florida 33410 ("SUA"), and the Town of Lake Park, a Florida municipal corporation, 535 Park Avenue, Lake Park, Florida 33408 ("Town").

RECITALS

WHEREAS, the Town owns an undeveloped parcel of land described on Exhibit A attached hereto ("Facility"); and

WHEREAS, SUA desires to utilize a portion of the Facility's property for the staging and storage of materials (millings, pipes, fittings, etc.) required for the replacement of water mains within the Town ("Project"); and

WHEREAS, the Town has agreed to allow SUA to utilize the Facility for the staging and storage of Project materials subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, parties hereby agree as follows:

1. Recitals

The foregoing recitals are hereby ratified and incorporated herein by reference.

2. Use of Facility

A. The Town hereby grants SUA, its contractors, consultants, suppliers and agents use of the storage yard located at the Facility for the storage of equipment and materials relating to the Project. The materials shall consist of bundles of pipe approximately twenty (20) feet long by eight (8) feet wide by eight (8) feet tall, in addition to several pallets of fittings, hydrants, valves, and other accessories. Equipment shall include automobiles, trucks, and associated construction fuel storage and containment. The Town shall also allow the placement of one shipping container for locked storage.

B. SUA shall occupy the portions of the Facility for the specific purposes identified in Attachment B attached hereto and incorporated herein by reference. SUA and its Contractor shall utilize the entrance identified in Exhibit B attached hereto. SUA shall be solely responsible for ensuring the security of the stored materials and the locking of gates with no recourse to the Town. The Fenced Area identified in Exhibit B shall be surrounded by a temporary chain link fence and gate installed by SUA.

C. SUA's use of the Facility shall not interfere with, obstruct, or endanger the Town's operations or use of the Facility for governmental operations.

D. SUA and its Contractor shall provide for its own waste and litter containment and removal.

3. Term and Termination

A. The term of this Agreement shall commence on the date set forth above and shall continue for a period of one (1) year. By mutual written agreement, the parties may agree to extend the term for additional thirty (30) day periods and this action may be approved by the Town Manager, as needed.

B. Either party may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4. Indemnification and Hold Harmless

In consideration for its use of the Facility, SUA agrees to indemnify, defend, and hold harmless the Town, its officers, agents, employees, servants, designees, and appointees from and against any and all claims, suits, and demands of liability, loss, or damage whatsoever, including attorneys' fees and costs and attorneys' fees and costs on appeal, from all claims, demands, debts, damages, liabilities, obligations, actions, or causes of action, whether known or unknown, foreseen or unforeseen, fixed, accrued or contingent, liquidated or unliquidated, matured or unmatured, direct or derivative, or consequential based in contract, tort, statute, regulation, or otherwise arising from or in any way connected with SUA's or its Contractor's access to, use of, and/or presence at the Facility. Notwithstanding the foregoing, nothing contained herein shall operate as a waiver of sovereign immunity beyond the limits set forth in Section 768.28(5), Florida Statutes, or require SUA to indemnify the Town for its own negligence as prohibited by Section 768.28(19), Florida Statutes.

5. Due Care and Restoration

A. SUA and its Contractor shall take due care to avoid damage to the Facility. SUA shall notify the Town immediately of any damage and shall be liable for all costs associated with the repair, replacement, or restoration of the Facility for any and all damage that may occur as a result of the staging and storage of materials or use of the Facility, normal wear and tear excepted.

B. Upon termination of this Agreement, SUA shall restore the portion of the Facility utilized by SUA to the condition that existed prior to such use, including restoration of sod and grading. Additionally, SUA shall likewise repair, replace or restore any roadway, drainage, or other Town infrastructure arising from its contractors, suppliers or agents use of the Facility.

6. Non-Assignment

SUA shall not assign or transfer its rights, privileges, and obligations under this Agreement to any other party, other than use of the Facility by SUA's Contractor, as identified in Section 2(A) above.

7. Notices

All notices, request, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given if hand delivered, mailed via certified mail (return receipt requested), sent by e-mail, or sent by overnight courier if sent to the parties as follows:

Seacoast Utility Authority
Attn: Rim Bishop, Executive Director
4200 Hood Road
Palm Beach Gardens, FL 33410
rbishop@sua.com

Town of Lake Park
Attn: Richard Reade, Town Manager
535 Park Avenue
Lake Park, FL 33408
rreade@lakeparkflorida.gov

8. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida and venue for any court proceeding or dispute resolution shall lie in Palm Beach County. **The parties expressly waive all rights to trial by jury** with respect to any dispute arising out of this Agreement.

9. Attorney's Fees

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10. Entire Agreement

This Agreement sets forth the entire agreement between the parties, and there are no other agreements or understandings, oral or written, between the parties concerning the subject thereof.

11. Survival of Provisions

All obligations of a continuing nature, including, but not limited to, Section 4 (Indemnification and Hold Harmless) and Section 5 (Due Care and Restoration), shall survive termination of this Agreement.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

SEACOAST UTILITY AUTHORITY

By: _____
Rim Bishop, Executive Director

ATTEST:

_____
Name:
Title:

TOWN OF LAKE PARK

By: _____
Richard Reade, Town Manager

ATTEST:

_____
Town Clerk

By: _____
Roger Michaud, Town Mayor

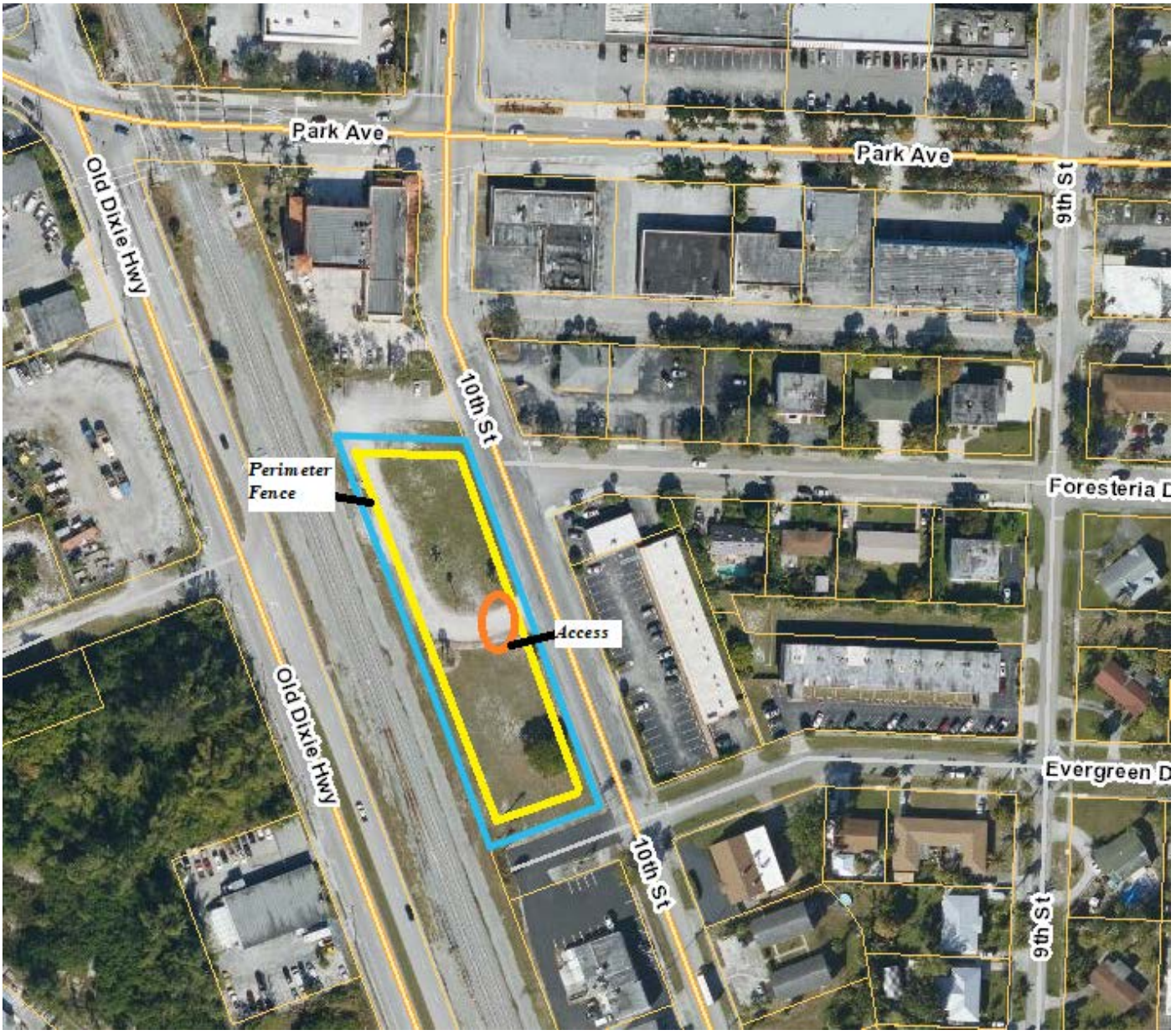
EXHIBIT A

Legal Description: KELSEY CITY ALL BLK 46A (LESS NLY 284.80 FT)

SUBDIVISION: KELSEY CITY IN PB 8 PGS 15 TO 18, 23, 27 & 34 TO 37 INC

EXHIBIT B

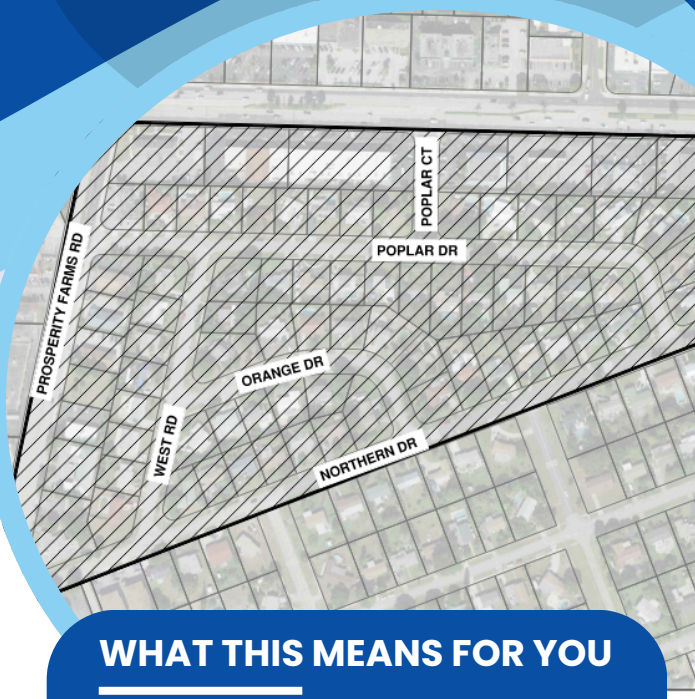
Location Map



SEACOAST UTILITY AUTHORITY

LAKE PARK NEIGHBORHOOD IMPROVEMENTS

Prosperity Farms Road, Poplar Drive, West Road, Orange Drive, and Northern Drive



WHAT UTILITIES ARE THE AUTHORITY CONSTRUCTING

Seacoast Utility Authority is replacing the 6" and 8" water mains in the Lake Park residential areas along Prosperity Farms Road, Poplar Drive, West Road, Orange Drive, and Northern Drive that have reached the end of their useful lifes.

PROJECT BREAKDOWN

- Installation of Approximately 5,630 linear feet of 6", 500 linear feet of 8", and 670 linear feet of 12" ductile iron water main pipe installed via open-cut.
- Installation of water service connections and meter boxes
- Installation of sanitary sewer clean outs if one is not already present
- Minimal disruption of existing services

Project Updates as of October 20, 2025:

- Contractor was selected and has begun the material procurement process
- All necessary permits, with the exclusion of one, have been obtained with the engineer of record

WHAT THIS MEANS FOR YOU

- **Traffic impacts:** Lane closures and detours may affect daily routes
- **Increased Noise:** Construction may produce noticeable noise during the day. Construction shall be limited to 8 AM - 5 PM, Monday - Friday
- **Interruption in Water Service:** Once the new mains have been constructed and deemed operational by the Health Dept, the Contractor will begin changing water services from the old pipeline to the newly constructed. During this time there will be a brief break in service. This will be no more than a few hours.

PROJECT TIMELINE

- Selected Contractor: **Centerline, Inc.**
- Estimated 9 Months of Actual Construction
- Projected Start Date: **Late November 2025**

Contact Us

Capital Projects Construction Coordinator
Seacoast Utility Authority
Brian Keilty
BKeilty@sua.com

Resident Engineer
Holtz Consulting Engineers
Kelley Conboy
Kelley.Conboy@holtzconsulting.com

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	December 17, 2025
Originating Department:	Public Works
Agenda Title:	Resolution 105-12-25 – Purchase Quick View Video Inspection Pole Camera – Environmental Products Group, Inc. – $19,500

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$19,500.00	**Funding Source:**	Machinery & Equipment
Account Number:	402-538-402-64100	**Finance**	
001-408-597		**Signature:**	*Barbara A. Gould*

Advertised:

Date: _____ **Newspaper:** _____

Attachments:
- RFQ No. 131-2025
- Environmental Products Group Quote
- Warranty Information

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to purchase a new Quick View Video Inspection Pole Camera to support stormwater infrastructure inspections, pipeline condition assessments and routine preventive maintenance activities. This camera system will enhance the Town's ability to identify blockages, illicit discharges, culvert deterioration and structural defects without requiring full confined-space entry or extensive excavation.

As a result, the Town issued a Request for Quotation (RFQ No. 131-2025 - October 21, 2025) in accordance with the Town's Procurement Policy. The intent of this RFQ is to solicit competitive pricing from qualified vendors to provide one (1) Quick View Video Inspection Pole Camera that meets the Town's operational and technical requirements.

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246. Thresholds for the procurement of goods and services.

1. For goods and services with a value greater than $10,000, but less than $35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ 131-2025 and published addendums, as required.

To ensure the lowest possible price, staff recommends that the Town purchase the equipment from Environmental Products Group, Inc. (EPG), for $19,500. If approved, the Town Commission would accept EPG's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this purchase is available within the FY 2026 Budget – Stormwater Fund (with an available balance of $108,670). This funding is generally provided through the Town's stormwater non-ad valorem assessment revenues.

The proposed purchase of the pole camera, if approved, is expected to be delivered within thirty (30) days after execution of the Agreement and is covered under a one-year Manufacturer's Limited Warranty, which includes protection against defects in materials and workmanship for twelve (12) months from the date of delivery.

The proposed purchase has been reviewed by the Public Works Director, the Stormwater Infrastructure Foreman, the Finance Director and the Town Attorney.

Recommendation:

I move to approve Resolution 105-12-25 and authorize the purchase of the Quick View Video Inspection Pole Camera from Environmental Products Group, Inc., in the amount of $19,500; and authorize the Mayor to execute the associated purchasing documents.

RESOLUTION 105-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ENVIRONMENTAL PRODUCTS GROUP, INC. FOR THE PURCHASE OF ONE QUICK VIEW VIDEO INSPECTION POLE CAMERA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town issued a Request for Quotation (RFQ No. 131-2025) on October 21, 2025, for the purchase of one (1) Quick View Video Inspection Pole Camera; and

WHEREAS, all proposals were received, reviewed, and evaluated in accordance with the published RFQ criteria; and

WHEREAS, Environmental Products Group, Inc. was determined to be the lowest, most responsive, and most responsible vendor; and

WHEREAS, the Town Commission finds it in the best interest of the Town to award an agreement to Environmental Products Group, Inc. in an amount not to exceed Nineteen Thousand Five Hundred Dollars ($19,500.00);

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with Environmental Products Group, Inc., attached hereto as Exhibit A.

Section 3. This Resolution shall take effect immediately upon adoption.

AGREEMENT FOR THE PURCHASE OF A QUICK VIEW VIDEO INSPECTION POLE CAMERA

THIS AGREEMENT ("Agreement") is made and entered into this 18 day of November, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Environmental Products Group, Inc., 700 Hermit Smith Rd., Apopka, FL 32703 ("Vendor").

WITNESSETH THAT

WHEREAS, the Town issued Request for Quotation RFQ No. 131-2025 for the purchase of one (1) Quick View Video Inspection Pole Camera ("Equipment"); and

WHEREAS, Environmental Products Group, Inc. submitted a quotation in response to RFQ No. 131-2025; and

WHEREAS, the Town determined that Vendor submitted the lowest, most responsive, and most responsible quotation; and

WHEREAS, the Town desires to enter into an agreement with Vendor for the purchase of the Equipment;

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

1. Scope of Purchase
The Vendor shall furnish and deliver one (1) new Quick View Video Inspection Pole Camera meeting or exceeding the specifications set forth in RFQ No. 131-2025 and the Vendor's submitted quotation. The Equipment shall include:

- Quick View high-definition camera system
- Telescoping inspection pole
- Integrated lighting components
- Video capture and recording capability
- Standard accessories, connections, chargers, and software
- Vendor shall deliver the Equipment fully assembled and ready for operational use.

2. Warranty
The Equipment shall be provided with the Envirosight LLC Manufacturer's Limited Warranty, which warrants coverage against defects in materials and workmanship for a period of twelve (12) months from the date of delivery.

3. Delivery
Vendor shall deliver the Equipment to the Public Works Department located at 650 Old Dixie Hwy, Lake Park, Florida 33403, within the timeframe mutually agreed upon following execution of this Agreement.

4. Compensation
The Town shall pay Vendor a total amount of $19,500.00 for the Equipment. Payment shall be made after delivery and inspection confirming compliance with Town specifications.

5. Public Records Compliance
Vendor shall comply with Florida's Public Records Law, Chapter 119, Florida Statutes, including all requirements applicable to contractors providing goods or services to a public agency.

6. Entire Agreement
This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK

By: _____

Name: _____

Title: _____

Date: _____

ENVIRONMENTAL PRODUCTS GROUP, INC.

By: EPG

Name: Brian Stewart

Title: Inspection Division Manager

Date: 11/18/2025

TOWN OF LAKE PARK, FLORIDA
REQUEST FOR QUOTES RFQ 131-2025
QUICK VIEW VIDEO INSPECTION ZOOM POLE CAMERA

I. Introduction

The Town of Lake Park is requesting quotes from qualified vendors to provide a Quick view Video Inspection zoom Pole Camera

II. Specifications

Video system - Zoom 360x (30x optical, 12x digital) / illumination - four LED reflector pairs/ camera head - lightweight aluminum / wireless system standard Wi-Fi / centering support height adjustment 18.9” pipe diameter 6 to 48” / power supply 2 batteries / hands free bipod pole stabilization system.

III. Quote Submission Requirements

Each quote must be submitted electronically via email: townclerk@lakeparkflorida.gov, or in person/by mail to:
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Please clearly label all submissions:
“RFQ 131-2025 Quick view Video Inspection Zoom Pole Camera”

Submissions should include the following:

1. A detailed pricing breakdown.
2. Warranty information and details of ongoing maintenance or support services offered locally.

IV. RFQ Questions

Vendors are encouraged to contact to Public Works to schedule equipment demos before submitting their quote. Equipment demonstrations must be scheduled and completed by **Wednesday October 29, 2025.**

V.Evaluation Criteria

Submissions will be evaluated based on the following criteria:

1. **Total cost and value** for money.
2. **Quality and certification** of the proposed materials.
3. **Warranty terms** and ongoing local support offerings.

VI. Terms and Conditions

The Town of Lake Park reserves the right to:

1. The Town reserves the right to reject any or all submissions.
2. Late quotes will not be accepted.
3. All quoted prices must remain valid for 90 calendar days.
4. No unauthorized use of the Town seal is permitted.
5. All work must comply with current Florida Building and Environmental Codes.
6. Negotiate with the selected vendor regarding cost and other contract terms.

VII. Submission Deadline

All quotes must be submitted by:
Tuesday, November 4, 2025, at 10:00 AM (EST)

VIII. Contact Information

For RFQ questions:
Vivian Mendez, Town Clerk – townclerk@lakeparkflorida.gov

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.10.21 16:12:19 -04'00'

TOWN OF LAKE PARK, FL **10/29/2025**
ATTN: JOHN WYLIE
650 OLD DIXIE HWY
LAKE PARK, FL 33402

Quote – Envirosight Quickview AirHD Pole Camera

Quantity	Item/Part No.	Description	Unit Price	Ext. Price
1	E-QV-SYS-AIRHD-25	**ENVIROSIGHT QUICKVIEW AIRHD POLE CAMERA**	$ 20,000.00	$ 20,000.00
		Includes: Telescoping Pole, HD Camera Head with 360:1 Zoom and LED light, 2 rechargeable batteries, battery charger, pressurization kit, bipod stabilization pole, and hard carrying case with wheels and handle.		$ 0.00
1	DISCOUNT	**REPEAT CUSTOMER DISCOUNT**	$ (500.00)	$ (500.00)
		Includes delivery and training		
			Subtotal	$ 19,500.00
			Sales Tax	$ 0.00
			Total	**$ 19,500.00**

Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.

700 Hermit Smith Rd., Apopka, FL 32703

Email: bstewart@myepg.com Cell: (407) 608-0544





SYSTEM COMPONENTS

- **camera head**
- **app** (tablet not included)
- **pole with standoff**
- **bipod**
- **battery** (2)
- **charger**
- **case**



SPECIFICATIONS

video system

imager . . . . . 1/2.8-type CMOS
zoom . 360× (30× optical, 12× digital)
resolution . 1280×720 pixel (2.38 MP)
functions . . . . . zoom
. . . . . focus (auto/manual)
. . . . . shutter (auto/manual)
FOV (hor.) . 63.7 (wide) - 2.3 (tele) deg
sensitivity . . . . . 1.4 lux

illumination

system . . four LED/reflector pairs
type . . . . . coaxial, collimated
reflector type . . . . . proprietary

camera head

connections . . . . . 4-pin aux port
depth rating . . . . . 10' (3m)
construction . . . . . aluminum
sensors . . . temp, pressure, incline

wireless system

Wi-Fi standard . . IEEE 802.11b/g/n
frequency range . 2.400–2.483 GHz
operating channels 1–11

centering support

height adjustment . . 18.9" (480mm)
pipe dia. . . . 6–48" (DIN 150–1200)
mechanism . ratcheted gas spring

battery/charger

battery capacity . . . . . 3.4 A-hr.
battery charger . . . . mains power

pole/bipod

length (collapsed/extended) . . 4'/16'
stabilization . . . hands-free bipod

app

OS . . . . . Android, iOS, Windows

ENVIROSIGHT

www.envirosight.com • (866) 936.8476

©2021 Envirosight, LLC. All rights reserved.
Specifications subject to change without notice.
Quickview, Envirosight and Haloptic names and logos are trademarks of Envirosight.
Patents 6,538,732 and 7,009,698; others pending.

RE: Environmental Products Group, Sole Source for Envirosight CCTV Equipment

To whom it concerns,

Please accept this letter as notification that **Environmental Products of Group, Inc** is the sole source in the state of Florida for all families of video pipeline inspection equipment and software provided by Envirosight, LLC. These systems include, but are not limited to, Rovver X, SAT Lateral Launch, Supervision, CleverScan, Quickview 360, Quickview airHD, Jetscan, Verisight Push cameras, and locators.

In addition, Environmental Products Group, Inc is a certified warranty and service provider for Envirosight products with service centers in Apopka and Deerfield Beach.

Please feel free to contact me with any questions or concerns that may arise.

Regards,

W. Andrew Wicker

Andrew Wicker
National Sales Manager
Envirosight, LLC

underground understood

Envirosight Warranty Statement

Envirosight, LLC, NJ, warrants Envirosight equipment, to the original purchaser, against defects in materials and workmanship with respect to the items and periods specified below:

Item	Warranty period
Rovver X Product Line	One Year
Quickview Haloptic	One Year
Verisight inspection camera systems	One year
JetScan	One Year

This Warranty is expressly in lieu of all other warranties, expressed or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our parts, and we neither assume nor authorize any other person to assume for us, any other liability in connection with the sale of Envirosight LLC's equipment. In no event shall Envirosight be liable for any loss, inconvenience or damage whether direct, incidental, consequential or otherwise resulting from breach of any express or implied warranty of merchantability, fitness for a particular purpose, or otherwise, with respect to the equipment, except as set forth herein.

Some states do not allow limitations on how long implied warranties last or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions mentioned herein may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Description of warranty rights

From the date of purchase through the applicable warranty period, Envirosight,LLC will repair or replace free of charge any warranted item, which is found to be defective. All warranty inspections and warranty repairs must be performed by Envirosight , LLC or approved Envirosight, LLC Service Centers. For the name of the Service Center nearest you, please call or write to:

Envirosight, LLC 111 Canfield Avenue, Unit B3, Randolph, NJ 07869
Toll free # 1-866-936-8476
Tel # (973) 252-6700
Fax # (973) 252-1176
Email info@envirosight.com

Envirosight

Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.
700 Hermit Smith Road
Apopka, FL 32703
Cell: (407) 608-0544
Email: bstewart@myEPG.com



Thank you for your interest and the opportunity to earn your business.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Information Technology

Agenda Title: Resolution 106-12-25 - Agreement (Piggyback) - Copier & Multi-Function Devices - Canon USA, Inc.

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $15,837.60 **Funding Source:** General Fund

Account Number: Various **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments:

1. Canon USA, Inc. Agreement
2. Resolution 106-12-25
3. Agreement Canon
4. FL Dept. of Management Services Contract

Please initial one:

PM Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The Information Technology Department has identified a need to select a contactor to replace and upgrade its existing copier and multi-function device fleet within Town facilities to ensure operational efficiency, document security and provide cost-effective printing solutions (within the following locations: Clerk's Office, Human Resources/Town Manager, Community Development, Special Events/Marketing, Lake Park Library, Marina, Public Works, and Recreation Building).

To ensure the lowest possible price, staff is recommending that the Town piggyback off the current Florida Department of Management Services/State of Florida Alternate Contract Source, which is part of the NASPO ValuePoint cooperative purchasing program, that was awarded to

Canon USA, Inc. through a competitive selection process (No. 44100000-24-NASPO-ACS), for the provision of multi-function devices, copiers, related software and managed print services.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk's Office, including No. 44100000-24-NASPO-ACS and published addendums, as required.

If approved, the Town Commission would accept Canon USA's pricing by piggybacking the Florida Department of Management Services/State of Florida Alternate Contract Source (ACS), including all terms, conditions and pricing therein. The term of the proposed agreement with the Town of Lake Park, if approved, would be four (4) years with no options to renew. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection - 1. Cooperative purchases: Purchases utilizing contracts of other Florida entities:

Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing and engage a vendor with a proven record of performance and technical expertise. Furthermore, piggybacking on this agreement will accelerate project mobilization, support cost control and ensure compliance with state and local procurement requirements.

Funding to support this Agreement is available within the current FY 2026 Budget – Various Funds.

Note: According to the Town's IT Department, the expected annual savings to be experienced from the current Agreement is approximately $10,222.92. Additionally, IT believes that additional savings in monthly usage costs can be gained by the use of print management software that is included in this agreement.

The proposed Agreement was prepared by the Town's Chief Information Technology Officer and reviewed by the proposed vendor, Canon USA, Inc., the Finance Director and the Town Attorney.

The Town has worked with Canon USA, Inc. since 2017 and they have provided a quality product and good customer service.

Recommendation:

I move to approve Resolution 106-12-25 and authorize a Copier and Multi-Function Device Agreement (piggyback) with Canon USA, Inc.; and authorize the Mayor to execute the proposed Agreement.

Item 11.

Lease Schedule ("Schedule") - Blended (SER-800)

Canon

Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: TOWN OF LAKE PARK **CFS App #:** 2097947 **Salesperson:** Caroline El wk
Agreement #: MA2460 **Transaction #:** S21521307 **Order Date:** 10/23/25

Billing Information	Customer Account: 1468902
Company: TOWN OF LAKE PARK	
DBA:	
Address: 535 PARK AVE	
Address 2:	
City: LAKE PARK	**County:** PALM BEACH
State: FL **Zip:** 33403-2603	**Phone #:** 561-881-3303
Contact: Paul McGuinness	
Email: pmcguinness@lakeparkflorida.gov	

Payment Information

Listed Items Lease Term	# of Lease Payments
48 Months	48

Payment* (*Plus Applicable Taxes)	CFS Invoicing
Total $1,319.80	Lease Payment shall be invoiced Monthly

Due at Signing

# of Payments in Advance	Total Due at Signing

Equipment Maintenance Information

Maintenance elected, except where indicated declined
Excess Per Image Charge invoiced Monthly by CFS
New Fleet Plan
Fixed Price Plan

Other Transaction Details

Purchase Option: Fair Market Value
Tax Exempt (Certificate Attached)

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)

Covered Images Included in Payment
B&W: 00 Color: 00

Excess Per Image Maint Charge(s)
B&W: $0.00928 Color: $0.06290

Item Code	Listed Items Description	Qty
5961C002	IMAGERUNNER ADVANCE DX C3935I [Model: IRADVDXC3935I]	1
4917C002	CASSETTE FEEDING UNIT-AW1	1
4000C002	INNER FINISHER-L1	1
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1
4286V645	IR ADV DX C3935/3930/3926 INSTALL PAK	1
3575BA60	MICARD PLUS CI	1
IntSupplies	Pre-Installed Supplies Installed in Machine	1

Ship To & Maintenance Billing Information

Shipping: 535 PARK AVE **Delivery Date:**
Address 2: MARKETING
City: LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603
Primary Customer Contact: Paul McGuinness
Phone #: 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
Meter Contact:
Phone #: **Email:**
IT Contact: Paul McGuinness
Phone #: 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov

Billing:
Address 2:
City: **County:** **State:** **Zip:**
Billing Contact:
Phone #: **Email:**

Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5

Additional Requirements:

Additional details on related Schedule

OC: NASPO 187646 FL ACS44100000-24-NASPO-ACS Fiscal Funding

Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
Meter Method: Remote Reporting Agent

For CUSA USE ONLY:
Config: A | 57544153

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CUSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:

For Internal Purposes Only:

CFS Authorized Signature: Printed Name: Title: Date:

**Requires Remote Reporting Agent

Rider D applies (Subscription Support Services)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
1630V764	SUBSCRIPTION SUPPORT SERVICES 12 UNIT BLOCK	1	**Shipping:** 535 PARK AVE **Delivery Date:** **Address 2:** MARKETING **City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603 **Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov **Mtr Contact:** **Ph #:** **Email:** **IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov **Billing:** **Address 2:** **City:** **County:** **State:** **Zip:** **Contact:** **Ph #:** **Email:** **Elevator:** Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5 **For CUSA USE ONLY:** Config: A | 57544153

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5961C002	IMAGERUNNER ADVANCE DX C3935I [Model: IRADVDXC3935I]	1	**Shipping:** 535 PARK AVE **Delivery Date:**
4917C002	CASSETTE FEEDING UNIT-AW1	1	**Address 2:** HR
4000C002	INNER FINISHER-L1	1	**City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	**Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
4286V645	IR ADV DX C3935/3930/3926 INSTALL PAK	1	**Mtr Contact:** **Ph #:** **Email:**
3575BA60	MICARD PLUS CI	1	**IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	**Billing:** **Address 2:** **City:** **County:** **State:** **Zip:** **Contact:** **Ph #:** **Email:** **Elevator:** Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5 Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent **For CUSA USE ONLY:** Config: B | 57544154

Canon

Lease Schedule - Additional Listed Items Transaction #: S21521307 **(SER-801)**

Customer: TOWN OF LAKE PARK **Agreement #:** MA2460 **Order Date:** 10/23/25 **Salesperson:** Caroline

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5961C002	IMAGERUNNER ADVANCE DX C3935I [Model: IRADVDXC3935I]	1	**Shipping:** 529 PARK AVE **Delivery Date:**
4917C002	CASSETTE FEEDING UNIT-AW1	1	**Address 2:** LIBRARY
4922C001	BOOKLET FINISHER-AE1	1	**City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	**Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
4286V645	IR ADV DX C3935/3930/3926 INSTALL PAK	1	**Mtr Contact:** **Ph #:** **Email:**
3575BA60	MICARD PLUS CI	1	**IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	**Billing:** **Address 2:** **City:** **County:** **State:** **Zip:** **Contact:** **Ph #:** **Email:**
			Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5
			Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CUSA USE ONLY: Config: C | 57544155

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5847C003	IMAGERUNNER ADVANCE DX C259IF [Model: IRADVDXC259IF]	1	**Shipping:** 105 LAKE SHORE DR **Delivery Date:**
1409C002	CASSETTE MODULE-AE1	1	**Address 2:** MARINA
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	**City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-3548
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	**Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
3575BA60	MICARD PLUS CI	1	**Mtr Contact:** **Ph #:** **Email:**
IntSupplies	Pre-Installed Supplies Installed in Machine	1	**IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
			Billing: **Address 2:** **City:** **County:** **State:** **Zip:** **Contact:** **Ph #:** **Email:**
			Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5
			Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CUSA USE ONLY: Config: D | 57544156

**Requires Remote Reporting Agent

Canon

Lease Schedule - Additional Listed Items Transaction #: S21521307 **(SER-801)**

Customer: TOWN OF LAKE PARK **Agreement #:** MA2460 **Order Date:** 10/23/25 **Salesperson:** Caroline

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5961C002	IMAGERUNNER ADVANCE DX C3935I [Model: IRADVDXC3935I]	1	**Shipping:** 650 OLD DIXIE HWY **Delivery Date:**
4917C002	CASSETTE FEEDING UNIT-AW1	1	**Address 2:** PUBLIC WORKS
4000C002	INNER FINISHER-L1	1	**City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-3006
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	**Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
4286V645	IR ADV DX C3935/3930/3926 INSTALL PAK	1	**Mtr Contact:** **Ph #:** **Email:**
3575BA60	MICARD PLUS CI	1	**IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	**Billing:**
			Address 2:
			City: **County:** **State:** **Zip:**
			Contact: **Ph #:** **Email:**
			Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5
			Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CUSA USE ONLY:
			Config: E | 57544157

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
6378C014	IMAGEFORCE C5150 SET [Model: IFC5150]	1	**Shipping:** 535 PARK AVE **Delivery Date:**
6596C002	CASSETTE FEEDING UNIT-AY1	1	**Address 2:** COMMUNITY DEVELOPMENT
6602C002	INNER FINISHER-N1	1	**City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603
4731V446	IMAGEFORCE C5100 SERIES INSTALL PAK	1	**Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	**Mtr Contact:** **Ph #:** **Email:**
3575BA60	MICARD PLUS CI	1	**IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	**Billing:**
			Address 2:
			City: **County:** **State:** **Zip:**
			Contact: **Ph #:** **Email:**
			Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5
			Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CUSA USE ONLY:
			Config: G | 57544159

**Requires Remote Reporting Agent

Canon

Lease Schedule - Additional Listed Items Transaction #: S21521307 **(SER-801)**

Customer: TOWN OF LAKE PARK **Agreement #:** MA2460 **Order Date:** 10/23/25 **Salesperson:** Caroline

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
6377C002	IMAGEFORCE C5140 [Model: IFC5140]	1	**Shipping:** 535 PARK AVE **Delivery Date:**
6596C002	CASSETTE FEEDING UNIT-AY1	1	**Address 2:** ADMINISTRATION
6602C002	INNER FINISHER-N1	1	**City:** LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603
4731V446	IMAGEFORCE C5100 SERIES INSTALL PAK	1	**Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	**Mtr Contact:** **Ph #:** **Email:**
3575BA60	MICARD PLUS CI	1	**IT Contact:** Paul McGuinness **Ph #:** 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	**Billing:**
			Address 2:
			City: **County:** **State:** **Zip:**
			Contact: **Ph #:** **Email:**
			Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5
			Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CUSA USE ONLY:
			Config: I | 57544161

	Covered Images Included in Payment	Excess Per Image Maint Charge(s)

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
			Shipping: **Delivery Date:**
			Address 2:
			City: **County:** **State:** **Zip:**
			Contact: **Ph #:** **Email:**
			Mtr Contact: **Ph #:** **Email:**
			IT Contact: **Ph #:** **Email:**
			Billing:
			Address 2:
			City: **County:** **State:** **Zip:**
			Contact: **Ph #:** **Email:**
			Elevator: **Loading Dock:** **# of Steps:** **Hrs of Operation:**
			For CUSA USE ONLY:

**Requires Remote Reporting Agent

Item 11.

Lease Schedule ("Schedule") - Blended (SER-800)

Canon

Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: TOWN OF LAKE PARK **CFS App #:** 2097947 **Salesperson:** Caroline El wk
Agreement #: MA2460 **Transaction #:** S21521307 **Order Date:** 10/23/25

Billing Information	Customer Account: 1468902
Company: TOWN OF LAKE PARK	
DBA:	
Address: 535 PARK AVE	
Address 2:	
City: LAKE PARK	**County:** PALM BEACH
State: FL **Zip:** 33403-2603	**Phone #:** 561-881-3303
Contact: Paul McGuinness	
Email: pmcguinness@lakeparkflorida.gov	

Payment Information	
Listed Items Lease Term	**# of Lease Payments**
48 **Months**	48
Payment* (*Plus Applicable Taxes)	**CFS Invoicing**
Total See Page 1	Lease Payment shall be invoiced Monthly
Due at Signing	
# of Payments in Advance	**Total Due at Signing**

Equipment Maintenance Information
Maintenance elected for all Equipment
Excess Per Image Charge invoiced Monthly by CFS
Per Unit Coverage Plan
Fixed Price Plan
Other Transaction Details
Purchase Option: Fair Market Value
Tax Exempt (Certificate Attached)

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)

Covered Images Included in Payment	Excess Per Image Maint Charge(s)
B&W: 00 Color: 00	B&W: $0.01910 Color: $0.09210

Item Code	Listed Items Description	Qty
6162C004	IMAGECLASS X MF1538C II [Model: ICXMF1538CII]	1
0942C001	PAPER FEEDER PF-D1	1
2368V991	PRINTER CONNECTIVITY	1
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1
IntSupplies	Pre-Installed Supplies Installed in Machine	1

Ship To & Maintenance Billing Information

Shipping: 535 PARK AVE **Delivery Date:**
Address 2: REC
City: LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603
Primary Customer Contact: Paul McGuinness
Phone #: 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov
Meter Contact:
Phone #: **Email:**
IT Contact: Paul McGuinness
Phone #: 561-881-3303 **Email:** pmcguinness@lakeparkflorida.gov

Billing:
Address 2:
City: **County:** **State:** **Zip:**
Billing Contact:
Phone #: **Email:**

Elevator: Yes **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5

Additional Requirements:

Additional details on related Schedule

OC: NASPO 187646 FL ACS44100000-24-NASPO-ACS Fiscal Funding

Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**
Meter Method: Remote Reporting Agent

For CUSA USE ONLY:
Config: F | 57544158

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CUSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:

For Internal Purposes Only:

CFS Authorized Signature: Printed Name: Title: Date:

**Requires Remote Reporting Agent

Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)
Return Schedule, Rider B of Agreement

Customer: TOWN OF LAKE PARK
Agreement #: MA2460
Salesperson: Caroline Elizabeth Beeuwkes
Transaction #: S21521307
Order date: 10/23/2025

Customer ("You")	Customer Account: 1468902	**Service Requested:**
Company: TOWN OF LAKE PARK		Upgrade
Address: 535 PARK AVE		**Lease Information (if applicable)**
City: LAKE PARK	**County:** PALM BEACH	**Leasing company name** / **Lease Number**
State: FL	**Zip:** 33403-2603 **Phone:** 561-881-3303	CFS 650667-9
Contact name: Paul McGuinness		CFS 001-0650667-008
Email: pmcguinness@lakeparkflorida.gov		CFS 650667-7
Alternate Contact:		CFS 650667-8
Alternate Phone:		CFS 650667-5

If "Buyout Reimbursement" is selected above, the following MUST be completed:

$ _____ **To be paid upon delivery / acceptance pursuant to Rider B, Section 1.**

Payable to: **Reason for check issuance:**

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select one:

- ☐ Not Applicable: No Equipment pick up required
- ☑ CUSA will pick up the Equipment
  - ☑ Return Equipment to CFS
  - ☐ Return Equipment to CUSA Original Order Date _____
- ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- ☐ You will retain the equipment.
  - Will retained equipment remain under a CUSA Maintenance Agreement?
    - ☐ No
    - ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	3824C002	IRADVDXC5870I	2XD01198	535 PARK AVE ADMINISTRATION TOWN CLERK LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	3276C003	IRADVC5535IV3	2KK07636	535 PARK AVE LIBRARY BLDG LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	3881C003	IRADVDXC357IF	2UL05389	535 PARK AVE LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	3827C002	IRADVDXC5840I	2YJ02331	650 OLD DIXIE HWY PUBLIC WORKS DEPARTMENT LAKE PARK FL 33403-3006	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	4300C002	IRADVDXC5760I	3AC02679	535 PARK AVE LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	

Pick Up /Return Information:

- ☑ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date:_____ / _____ / _____ (but no longer than 30 days after delivery of Listed Items under Agreement

Contact Name: **Phone:** **Email:**

Hours of Operation: **Number of Steps:** **Elevator:** **Loading Dock:**

Special Instructions / Additional Requirements:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name Title Date

Item 11.

Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)
Return Schedule, Rider B of Agreement

Customer: TOWN OF LAKE PARK
Agreement #: MA2460
Salesperson: Caroline Elizabeth Beeuwkes
Transaction #: S21521307
Order date: 10/23/2025

Customer ("You")	Customer Account: 1468902	**Service Requested:**
Company: TOWN OF LAKE PARK		Upgrade
Address: 535 PARK AVE		**Lease Information (if applicable)**
City: LAKE PARK	**County:** PALM BEACH	**Leasing company name** / **Lease Number**
State: FL **Zip:** 33403-2603	**Phone:** 561-881-3303	CFS 650667-1
Contact name: Paul McGuinness		CFS 650667-2
Email: pmcguinness@lakeparkflorida.gov		CFS 650667-3
Alternate Contact:		CFS 650667-4
Alternate Phone:		

If "Buyout Reimbursement" is selected above, the following MUST be completed:

$ _____ **To be paid upon delivery / acceptance pursuant to Rider B, Section 1.**

Payable to: **Reason for check issuance:**

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select one:

- ☐ Not Applicable: No Equipment pick up required
- ☐ CUSA will pick up the Equipment
  - ☐ Return Equipment to CFS
  - ☐ Return Equipment to CUSA Original Order Date _____
- ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- ☐ You will retain the equipment.
  - Will retained equipment remain under a CUSA Maintenance Agreement?
    - ☐ No
    - ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date

Pick Up /Return Information:

- ☐ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date:_____ / _____ / _____ (but no longer than 30 days after delivery of Listed Items under Agreement

Contact Name: **Phone:** **Email:**

Hours of Operation: **Number of Steps:** **Elevator:** **Loading Dock:**

Special Instructions / Additional Requirements:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name Title Date

Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (

Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: TOWN OF LAKE PARK **Salesperson:** Caroline Elizabeth Beeuwkes

Agreement #: MA2460 **Transaction #:** S21521307 **Order Date:** 10/23/2025

Customer ("you"):

Company: TOWN OF LAKE PARK **Contact:** Paul McGuinness

Address: 535 PARK AVE **Phone:** 561-881-3303

City: LAKE PARK **State:** FL **Zip:** 33403-2603 **Email:** pmcguinness@lakeparkflorida.gov

Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	4303C002	IRADVDXC5735I	3BN04058	105 LAKE SHORE DR LAKE PARK FL 33403-3548	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	4303C002	IRADVDXC5735I	3BN06300	535 PARK AVE FINANCE DEPARTMENT LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	4303C002	IRADVDXC5735I	3BN06310	535 PARK AVE LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	
UGTR	4303C002	IRADVDXC5735I	3BN06743	535 PARK AVE LAKE PARK FL 33403-2603	Paul McGuinness 561-881-3303	pmcguinness@lakeparkflorida.gov	

Item 11.

Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)

Order Schedule, Rider C of Agreement

Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: TOWN OF LAKE PARK
Agreement #: MA2460
Transaction #: S21521307
Salesperson: Caroline Elizabeth Beeuwkes
Order Date: 10/23/2025

Billing Information	Customer Account: 1468902
Company: TOWN OF LAKE PARK	
DBA:	
Address: 535 PARK AVE	
Address 2:	
City: LAKE PARK **County:** PALM BEACH **State:** FL **Zip:** 33403-2603	
Primary Contact: Paul McGuinness	**Tech Contact:** Paul McGuinness
Contact Phone: 561-881-3303	**Tech Phone:** 561-881-3303
Contact Email: pmcguinness@lakeparkflorida.gov	**Tech Email:** pmcguinness@lakeparkflorida.gov

Payment Terms

Payment Included with CFS Lease
Lease Payment Shall Be Invoiced Monthly — Total # Lease Payments: 48

Subscription Details

New Subscription
SN/Tenant ID: TUS7A23E269
Term: 12 Months
Auto Renewal

Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)

Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3575B806	UNIFLOW ONE PRINT & SCAN-TYPE 1 - 1 DEVICE/1 MONTH (10-24)	10	Included in Lease	Included in Lease	10	DEVICE/Month

OC: NASPO 187646 FL ACS44100000-24-NASPO-ACS

Software Subscription Subtotal	N/A
Sales tax	TBD at invoicing
Software Subscription Total	N/A
Total Periodic Payment	Included in Lease

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer's Authorized Signature _____

Printed Name: Title: Date:

Canon

Subscription Support Services (SLS-910)
Subscription Schedule ("Schedule"), Rider D of Agreement

Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: TOWN OF LAKE PARK
Agreement #: MA2460
Salesperson: Caroline Elizabeth Beeuwkes
Transaction #: S21521307
Order date: 10/23/25

Customer ("You") Customer Account: 1468902

Company: TOWN OF LAKE PARK
Address: 535 PARK AVE, MARKETING,
City: LAKE PARK **State:** FL **Zip:** 33403-2603
Contact: Paul, McGuinness **Phone:** 561-881-3303
Email: pmcguinness@lakeparkflorida.gov

Alternate Contact: Paul McGuinness
Alternate Email: pmcguinness@lakeparkflorida.gov
Alternate Phone: 561-881-3303

Subscription Support Services

Schedule Term: ☐ 48 **Months** or ☑ **Lease term** ☐ **Customer P.O. Reference on invoice:**
Payment terms: ☐ Net 30 ☑ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
1	1630V764	SUBSCRIPTION SUPPORT SERVICES 12 UNIT BLOCK	Included	Included

Total	Included in Lease
Sales Tax	TBD at invoicing
Total Due	Included in Lease

Subscription Support Services Description	Units / Hour	Minimum Hours Per Engagement
Remote Support Services	3	1
On-Site Support Services	3	4

Subscription Support Services Blocks are utilized at a rate of three (3) unit blocks per hour, with a minimum engagement of one (1) hour. On-Site Support Services require a minimum engagement of four (4) hours and utilization of twelve (12) unit blocks.

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature: _____

Printed Name: Title: Date:

RESOLUTION 106-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PIGGYBACK AGREEMENT WITH CANON USA INC. UNDER THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT No.: 44100000-24-NASPO-ACS, FOR THE PROVISION OF MULTI-FUNCTION COPIERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town requires the upgrade of its existing copier and multi-function device fleet to ensure operational efficiency, document security, and cost-effective printing solutions; and

WHEREAS, the Florida Department of Management Services awarded Canon USA, INC. Contract No.: 44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services through a competitive solicitation process, which permits other governmental entities to cooperatively purchase services under the same terms, conditions, and pricing; and

WHEREAS, the Town has reviewed the scope and pricing of this contract and determined that piggybacking under it will be cost-effective, operationally efficient, and consistent with State and Local procurement requirements; and

WHEREAS, the Town Commission find it in the best interest of the Town to enter into a piggyback agreement with Canon USA, Inc. under the same terms and conditions as the Florida Department of Management Services Contract No.: 44100000-24-NASPO-ACS;

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the piggyback agreement with Canon USA, Inc., attached hereto as Exhibit A, under the same terms, conditions, and pricing as the Florida Department of Management Services Contract No.: 44100000-24-NASPO-ACS for the upgrade of the Town's existing copier and multi-function device fleet to ensure operational efficiency, document security, and cost-effective printing solutions

Section 3. This Resolution shall take effect immediately upon adoption.

AGREEMENT FOR THE PROVISION OF MULTI-FUNCTION COPIERS

THIS AGREEMENT (the "Agreement") is made and entered into this 1 day of December, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Canon USA, INC., One Canon Park, Melville, NY 11747 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Florida Department of Management Services awarded Alternate Contract Source, (ACS) No.: 44100000-24-NASPO-ACS to Canon USA, Inc. for multi-function devices, copiers, and related software and services; and

WHEREAS, the Florida Department of Management Services contract was competitively solicited in accordance with Chapter 287, Florida Statutes, and allows for cooperative or piggybacking purchases by other governmental entities; and

WHEREAS, the Town desires to piggyback on the Florida Department of Management Services Contract No.: 44100000-24-NASPO-ACS for the purpose of upgrading its existing copier and multi-function device fleet to ensure operational efficiency, document security, and cost-effective printing solutions; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to enter into this agreement under the same terms, conditions, and pricing established in the Florida Department of Management Services Contract No.: 44100000-24-NASPO-ACS; and

NOW THEREFORE, the Town and the Contractor, in consideration of the mutual promises contained herein, agree as follows:

Recitals – The above recitals are true and correct and are incorporated herein.

Scope of Services – The contractor shall upgrade the existing copier and multi-function device fleet to ensure operational efficiency, document security, and cost-effective printing solutions.

Term – The Agreement shall commence on December 01, 2025 and remain in effect for four (4) years.

Compensation – The Town shall compensate the contractor at the rates established under the Florida Department of Management Services Contract No.: 44100000-24-NASPO-ACS.

Insurance and Indemnification – The contractor shall maintain all insurance and indemnification requirements as specified in the Florida Department of Management Services Contract No.: 44100000-24-NASPO-ACS.

Public Records Compliance – The Contractor shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

Entire Agreement – This agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK	CANON USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services

This Enterprise Alternate Contract Source No. **44100000-24-NASPO-ACS** for **Multi-Function Devices, Copiers, and Related Software and Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Canon U.S.A., Inc.** ("Contractor"), located at One Canon Park, Melville, NY, 11747; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services;

WHEREAS, the State of Colorado through NASPO, competitively procured multi-function devices and related software, services, and cloud solutions and executed Master Contract No. 187646, Multi-Function Devices and Related Software, Servies, and Cloud Solutions ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. This Term Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2026, unless terminated earlier or renewed in accordance with the Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, and C constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

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Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

a) This contract document
b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C: Florida Post-Hoc Lease-Cancellation (FLPL) Rate Sheet for Canon U.S.A., Inc.
e) Exhibit D, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Samantha Owens
Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747
Telephone: (631) 330-2754
Email: isgbidadmin@cusa.canon.com

Either party may notify the other by email of a change to a designated Contract Manager

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providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

State of Florida:
Department of Management Services

By: DocuSigned by: Pedro Allende C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 12/15/2024 | 4:09 PM EST

Contractor:
Canon U.S.A., Inc.

By: DocuSigned by: Mason Olds 4B616C4FF5E14C3...

Name: Mason Olds

Title: SVP

Date: 12/13/2024 | 1:19 AM PST

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Additional Terms and Conditions to the Enterprise Contract.

The following subsections are added to the Enterprise Standard Terms and Conditions:

Section 18: Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

   The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition,

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the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

Section 19: Financial Consequences.
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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SECTION 20: CONTRACT PRODUCT OFFERINGS.

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

SECTION 21: LEASE AND RENTAL AGREEMENTS.

a. Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement and Canon U.S.A., Inc.'s applicable Supplemental Documents, which are attached to the Master Agreement, except as provided in subsection g., "Early Termination for Convenience of Straight Leases."

b. Contract users will not sign lease agreements. The purchase document referencing Master Agreement number 187646 and Contract number 44100000-24-NASPO-ACS will be sufficient.

c. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, Short-Term Rental or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

d. Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #187646 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

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All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

e. End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

   i. Any acquisition or return options, based on the type of lease or rental agreement;
   ii. Any renewal options, if applicable; and/or
   iii. Hard drive removal and surrender cost, if applicable.

f. End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

g. Early Termination for Convenience of Straight Leases: If a Purchasing Entity terminates a Straight Lease for convenience, the Purchasing Entity must pay, within a maximum of 60 calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months the Purchasing Entity held the device.

   For example: a Purchasing Entity leases item number C3926i at the discounted price of $3,134.80 for the 60-month Straight Lease rate of 0.02255 times $3,134.80, or $70.69 per month, but wishes to Terminate for Convenience after 13 months. The Purchasing Entity will pay the difference calculated by taking the Rate of the longest Straight Lease term which was fulfilled (in this instance, the 12-month rate, which is 0.08962) times the number of months the device was held by the Purchasing Entity (13) times the discounted price of the Unit ($3,134.80), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.08962 * 13 * $3,134.80) – (0.02255 * 13 * $3,134.80) = ($3,652.23) – ($918.97) = $ 2,733.26.

   If a Purchasing Entity wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by the Contractor, the Purchasing Entity will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of 60 calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by the Purchasing Entity at the time of order and the FLPL Rate multiplied by the number of months the Purchasing Entity held the device.

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For example: a Purchasing Entity leases item number C3926i at the discounted price of $3,134.80 for the 60-month Straight Lease rate of 0.02255 times $3,134.80, or $70.69 per month, but wishes to Terminate for Convenience after 10 months. The Purchasing Entity will pay the difference calculated by taking the FLPL Rate (0.1000) times the number of months the device was held by the Purchasing Entity (10) times the discounted price of the Unit ($3,134.80), and then subtracting from that number the payments already made. In this instance, the payment calculation would be (0.1000 * 10 * $3,134.80) – (0.02255 * 10 * $3,134.80) = ($3,134.80) – ($706.90) = $2,427.90.

SECTION 22: PRODUCT INSALLATION AND INVOICING

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

SECTION 23: NOT SPECIFICALLY PRICED (NSP) ITEMS

Specifically Priced (NSP) items compliment or enhance Canon's Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:

i) Interactive White boards;
ii) Computers, monitors, or other related items;
iii) Fax machines;
iv) Overhead Projectors; and
v) Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

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SECTION 24: SHOWROOM EQUIPMENT

Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

SECTION 25: SOFTWARE

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

SECTION 26: MAINTENANCE SERVICE LEVEL AGREEMENTS

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

SECTION 27: MPS STATEMENT OF WORK TEMPLATE

All MPS engagements shall require the Contractor and the Purchasing Entity to complete a detailed statement of work, similar to the format provided in Master Contract Attachment 3 (Canon Sample MPS Agreement Terms and Conditions) of the NASPO ValuePoint Master Contract. Additionally, Purchasing Entity shall be expected to adhere to the requirements outlined in Master Contract Attachment 4 (Canon Sample MPS Customer Expectations Document), prior to the initiation of any engagement.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

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11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

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failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida’s public records laws, the Department may disclose such Confidential Information without liability hereunder.

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12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

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to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

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14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

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14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

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14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

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17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Canon U.S.A., Inc.

Standard Financing Term (Months)	Rate
1-11	0.1000

Property Tax is included in the rate

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Information Technology

Agenda Title: Resolution 107-12-25 - Agreement (1st Renewal) - Financial, Purchasing, Human Resource, Utility Billing, Business Licensing, Code Compliance and Permitting Software Subscription and Support - Tyler Technologies, Inc.

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $81,391.35 **Funding Source:** General Fund

Account Number: 110-49303 **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments:

1. Tyler Contract Amendment
2. Tyler SaaS Agreement
3. Resolution 107-12-25
4. Renewal Agreement Tyler
5. Tyler Implementation Costs for Community Development
6. Lake Park Tyler Project Overview

Please initial one:

PM Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The Information Technology Department has identified the need to renew the Town's existing Tyler software subscription and support agreement with Tyler Technologies, Inc. to ensure continued use of the Town's Financial, Purchasing, Human Resource, Utility Billing, Business Licensing, Code Compliance and Permitting systems. The original 3-year agreement, authorized by Resolution No. 46-08-22, was executed on August 3, 2022, following the competitive bidding process under the City of Groveland's RFP 19-IT-004 (piggyback), in the

amount of $88,604 per year. The original Agreement expired on September 30, 2025 and the proposed one-year renewal would be retroactive back to October 1, 2025 and extend to September 30, 2026, in the amount of $81,391.35 per year. Additionally, the proposed Agreement would continue to provide for automatic one (1) year renewals.

The original three (3) year subscription Agreement provided the Town with various software modules, including Financial, Purchasing, Human Resource, Utility Billing, Business Licensing, Code Compliance and Permitting, as well as MyCivic & Service Requests Pro (Public Works), Parks and Recreation and Cashiering for Parks and Recreation.

Note: Three (3) modules MyCivic & Service Requests Pro (Public Works), Parks and Recreation and Cashiering for Parks and Recreation] have not been implemented following approval of the original software and subscription Agreement with Tyler Technologies and staff does not anticipate implementing these modules within the proposed renewal Agreement.

If approved, the Town Commission would accept the Tyler Technologies revised pricing (Reduced Annual Rate), including all terms, conditions and pricing therein. The proposed renewal would be for one (1) year and would continue to provide the additional, 1-year automatic renewals to the Town. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Within the proposed renewal, staff was able to renegotiate the number of modules to be provided [eliminated three (3) previous modules - MyCivic & Service Requests Pro (Public Works), Parks and Recreation and Cashiering for Parks and Recreation], along with the Town receiving module implementation service credits to complete the implementation of the Community Development modules ($45,396). Additionally, the proposed Agreement would defer the annual price increase (5%) for the Community Development modules for one year. Thus, the expected total annual subscription services cost proposed within the renewal Agreement has been reduced to $81,391.35 from the previous annual pricing of $88,604 per year (a savings of $7,212.65 to the Town).

Note: Various documents related to the original City of Groveland's Request for Proposals (RFP 19-IT-004 – 11/20/2019) are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFP 19-IT-004 and published addendums and the RFQ Advertisement, as required

Funding to support this service is available within the current FY 2026 Budget – General Fund.

The proposed 1st Amendment was prepared by the Chief Information Technology Officer and reviewed by the Town's proposed vendor, Tyler Technologies, Inc., the Finance Director and the Town Attorney.

The Town has worked with Tyler Technologies since September 2022 and the various modules that have been implemented thus far (i.e., Finance, Purchasing, Human Resources and Utility Billing modules) are fully operational and customer service for these areas are good. Tyler is extremely motivated to assist the Town in implementing the remaining Community Development modules (completion is expected no later than August 2026).

Recommendation:

I move to approve Resolution 107-12-25 and the 1st Amendment to the Software Subscription and Support Services Agreement with Tyler Technologies, retroactively effective from October 1, 2025, in the amount of $81,391.35; and authorize the Mayor to execute the proposed 1st Amendment.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Lake Park, Florida, with offices at 535 Park Avenue, Lake Park, Florida 33403 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 3, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of August 1, 2025:

    a. My Civic & Service Requests Pro
    b. Parks & Recreation
    c. Cashiering for Parks & Recreation

    As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software. Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.

2. The following unused service is hereby removed from the Agreement as of the Amendment Effective Date:

    a. One hundred four (104) hours of Parks & Recreation Professional Services, at a contract price of $13,520.00.
    b. One (1) hour of My Civic & Service Requests Pro Professional Services at a contract price of $130.00.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Amendment to Control ID# 2022-304996-J6M1F4

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Town of Lake Park, Florida
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

RESOLUTION 107-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE PROVISION OF TYLER'S ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town of Lake Park, Florida ("Town") entered into a three year agreement with Tyler Technologies, Inc. (with automatic annual renewals), on AUGUST 3th 2022, to provide Enterprise Resource Planning (ERP) Software; and

WHEREAS, the amendment removes unused modules from the agreement; and

WHEREAS, the Town finds it in its best interest to exercise this amendment under the same terms and conditions with annual savings of $7,212.65; and

WHEREAS, the Contractor has agreed to continue providing all other services as specified under the original agreement for additional years commencing October1st 2025; and

WHEREAS, the Town desires to formally approve the amendment to the Agreement retroactively starting October 1st, 2025 to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the amendment to the Agreement with Tyler Technologies, Inc., attached hereto as Exhibit A.

Section 3. This Resolution shall take effect immediately upon adoption.

AGREEMENT FOR THE PROVISION OF TYLER ENTERPRISE RESOURCE PLANNING SOFTWARE (ERP)

THIS Amendment (Control ID# 2022-304996-J6M1F4) TO THE AGREEMENT (the "Agreement") is made and entered into this 1 day of October, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Tyler Technologies, Inc., One Tyler Drive, Yarmouth, Maine 04096 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with private corporations for services; and

WHEREAS, on 3 day of August, 2022, the Town entered into an agreement with Contractor for Enterprise Resource Planning software ("Original Agreement"); and

WHEREAS, Section F of the Original Agreement provides the Town with the option to renew the Agreement for unlimited additional one-year terms; and

WHEREAS, the Original Agreement expired on 30 day of September, 2025, and renewal is continuous; and

WHEREAS, the Contractor has continued to perform all services without interruption and in good faith under the terms of the Original Agreement; and

WHEREAS, the Town desires to exercise the first one-year renewal option under the same terms, pricing, and conditions as set forth in the Original Agreement for the modules that are being used, or are being implemented, and;

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

Recitals – The above recitals are true and correct and are incorporated herein.

Term Extension – The Agreement is hereby renewed for one-year, retroactively, effective from 1 day of October, 2025 through 30 day of September, 2026.

Compensation – The annual cost for services during this renewal term shall remain $81,391.35, consistent with the terms of the Original Agreement.

Public Records Compliance – The Contractor shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.
No Further Modifications – All other terms and conditions of the Original Agreement not modified herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK	TYLER TECHNOLOGIES, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Quoted By:	Garth Magness
Quote Expiration:	4/14/26
Quote Name:	Pro Services - Discounted

Sales Quotation For:
LAKE PARK, FL TOWN OF
535 PARK AVENUE
LAKE PARK FL 33403-2603

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services	351	$ 145	$ 50,895	$ 0
Project Manager Services	117	$ 145	$ 16,965	$ 0
Sub-Total:			$ 67,860	
Less Discount:			*$ 45,396*	
TOTAL:			**$ 22,464**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Services	$ 22,464	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 22,464**	**$ 0**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments
SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Project Plan: Full System Build-Out – Town of Lake Park

Project Name: Town of Lake Park – Full Tyler System Build-Out

Project Goal: To fully configure and implement the following Tyler modules for the Town of Lake Park:

- **Permit**
- **Planning**
- **Code Enforcement**
- **Business/Professional Licensing**
- **GIS Integration**
- **Citizen Self-Service (CSS) Portal**
- **Conversion**

Project Scope

Modules to Configure:

- Permit Management
- Planning & Zoning
- Code Enforcement
- Business/Professional Licensing
- GIS (Geographic Information System)
- Citizen Self-Service (CSS) Portal

For Each Module:

- Case Types
- Workclasses
- Workflows
- Custom Field Layouts (Applications)
- Inspections
- Fees & Fee Templates
- Reviews / Item Reviews
- Reports & Documents
- GIS Integration (Map Layers, Parcels, Location Matching)

- User Roles & Security Setup

Deliverables

Deliverable	Description	Owner
Case Type Configuration	All relevant case types entered into system	Tyler
Workflows	Mapped and configured for each module	Tyler
Fee Schedules	Set up based on provided data	Tyler
Inspections	Configured with inspection types, templates	Tyler
Reports/Documents	Updated and customized	Tyler
CSS Portal	Branded and functional	Tyler
GIS Integration	Address/parcel data and maps working with cases	Tyler
User Access	Roles and permissions configured	Tyler
Conversion	Converting Legacy System Data to EPL	Tyler
Training	End-user training sessions complete	Tyler
UAT Completion	Final sign-off after testing	Town of Lake Park

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Timeline (Phased Approach)*

Phase	Description	Dates	Owner
1. Requirements Gathering	Town staff provides case types, fees, workflows, etc.	August 01 – Oct 31	Town
2. Configuration	Build out system per module and testing Configuration with Town for any corrections prior to UAT.	Oct 01 – Jan 31	Tyler
3. Internal QA	Vendor performs internal testing	Jan 19-Feb 27	Tyler/Town
4. UAT	User Acceptance Testing by Town	Feb 9- March 20	Tyler/Town
5. Training	Conduct training sessions	July 2026 Estimate	Town

Phase	Description	Dates	Owner
6. Conversion	Convert Legacy System over to EPL; multiple passes	Feb 2026-June 2026 Estimate	Tyler/Town
7. Go-Live	Full system live	August 2026 Estimate	Tyler/Town
8. Post-Go-Live Support	Bug fixes, adjustments	August 2026 Estimate	Tyler/Town

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Responsibilities

Town of Lake Park Will Provide:

- Case Types & Workclasses
- Business & Professional License Types
- Workflows
- Application Layouts (Custom Fields)
- Fees & Fee Templates
- Users & Roles
- Inspection Types
- Reviewers
- Code Enforcement Violations
- Attend weekly meetings
- Schedule and attend Software Testing with Tyler Team

Tyler Technologies Will:

- Build all modules and configurations
- Update existing documents and reports
- Integrate GIS with all modules
- Conversion
- Provide configuration support
- Conduct internal QA and assist with UAT
- Train Town staff

- Provide go-live support

*Note: The Timeline is a estimate of the dates, meaning that as it stands with the current work being completed, that will be the GoLive date is set for August 2026. The Date can move up dependant upon work and phases being completed sooner than listed on the timeline.

RESOLUTION 46-08-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH SOFTWARE SUBSCRIPTION SERVICES FOR VARIOUS TOWN DEPARTMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town's departments of departments of community development, finance, human resources, and special events and recreation provide public services to residents, visitors and businesses within the town; and

WHEREAS, the Town Manager has determined that there is the need to procure professional and software subscription services (the Services) to support the efficient and effective operation of the Town's departments; and

WHEREAS, Tyler Technologies, Inc. (the Contractor), and the City of Groveland, Florida executed agreement number RFP19-IT-004, effective from October 1, 2020, through September 30, 2025 for the same Services as sought by the Town; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into agreements with contractors based upon the terms, conditions, and pricing set forth in an agreement entered into by another public entity for the same services; and

WHEREAS, the Town Manager has recommended to the Commission that it enter into an agreement with the Contractor whereby the Contractor agrees to provide the same subscription services based upon the same pricing, terms, and conditions that the Contractor entered into and executed with the City of Groveland, Florida, that agreement being number RFP19-IT-004.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with Tyler Technologies, Inc., for subscription services to be provided to the Town's departments. The subscription services provided by the Contractor are based upon the same pricing, conditions and terms that are set forth in the agreement between the City of Groveland, Florida and the Contractor, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	✓	
VICE-MAYOR KIMBERLY GLAS-CASTRO	✓	
COMMISSIONER JOHN LINDEN	✓	
COMMISSIONER ROGER MICHAUD	✓	
COMMISSIONER MARY BETH TAYLOR	✓	

The Town Commission thereupon declared the foregoing Resolution No. 46-08-22 duly passed and adopted this 3 day of August, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: _____
MICHAEL O'ROURKE
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

(TOWN SEAL)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (Agreement) is made between Tyler Technologies, Inc. and the Town of Lake Park, "Town".

WHEREAS, Tyler participated in the competitive bid process in response to a solicitation from the City of Groveland, Florida's RFP 19-IT-004, ERP System Selection; and

WHEREAS, the City of Groveland selected Tyler's Proposal in response to RFP 19-IT-004, ERP System Selection, and

WHEREAS, Tyler's agreement with Groveland permits Tyler to offer the same software and services to other public entities; and

WHEREAS, Tyler agrees to provide the same products and services to the Town based upon the same pricing and terms as it agreed to in its agreement with the City of Groveland and which are all included in the terms of this Agreement; and

WHEREAS, the Town has requested that Tyler provide the products and services set forth in the Investment Summary, including providing the Town with access to Tyler's proprietary software products;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and the Town agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Lake Park, Florida. See also, "Town".
- **"Data"** means the Town's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for the Town's Data as identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to the City of Groveland, Florida, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third

Party Software.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to the Town, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which the last signature has been affixed to the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of the Town or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by the Town or Tyler.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining the Town's and Tyler's roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary.
- **"Third-Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third-Party Software, as applicable.
- **"Town"** means the Town of Lake Park, Florida.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to the Town through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.

- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to the Town the non-exclusive, non-assignable limited right to use the SaaS Services solely for the Town's internal business purposes for the number of Defined Users only. The Tyler Software will be made available to the Town according to the terms of the SLA. The Town acknowledges that Tyler has no delivery obligations and that Tyler will not ship copies of the Tyler Software as part of the SaaS Services. The Town may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C (9). The foregoing notwithstanding, to the extent Tyler has sold the Town perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which the Town is receiving SaaS Services, the Town's rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). Tyler will make any such software available to the Town for download.

2. SaaS Fees. The Town agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. The Town may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event the Town regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge the Town additional fees commensurate with the overage(s).

3. Ownership.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. The Town does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to the Town and may be used and copied by the Town's employees for internal, non-commercial reference purposes only.

   3.3 The Town retains all ownership and intellectual property rights to the Data. The Town expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. The Town may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Tyler's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as the Town is timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide the Town with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which the Town makes a written request, Tyler will provide that same information.

6.2 The Town will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing the Town's Data will be dedicated to the Town and inaccessible to Tyler's other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of the Town's Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, Tyler will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which the Town's Data may be lost, measured in relation to a disaster Tyler declares, said declaration will not be unreasonably withheld.

6.4 In the event Tyler declares a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after Tyler declares a disaster, within which the Town's access to the Tyler Software must be restored.

6.5 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide the Town with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to the Town's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at the Town's written request. The Town may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 Tyler tests our disaster recovery plan on an annual basis. Our standard test is not Town-

specific. Should the Town request a Town-specific disaster recovery test, Tyler will work with the Town to schedule and execute such a test on a mutually agreeable schedule. At the Town's written request, Tyler will provide test results to the Town within a commercially reasonable timeframe after receipt of the request.

6.7 Tyler will be responsible for importing back-up and verifying that the Town can log-in. The Town will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 Tyler provides secure Data transmission paths between each of the Town's workstations and Tyler's servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about- us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. Tyler will provide the Town the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. The Town agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Town acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the Town's implementation. Tyler will bill the Town the actual fees incurred based on the in-scope services provided to the Town. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications the Town supplied. If additional work is required, or if the Town utilizes or requests additional services, Tyler will provide the Town with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for our

personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if the Town cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), the Town will be liable for all (a) non-refundable expenses incurred by Tyler on the Town's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will make all reasonable efforts to reassign personnel in the event the Town cancels within two (2) weeks of scheduled commitments.

5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to the Town.

6. Site Access and Requirements. At no cost to Tyler, the Town agrees to provide Tyler with full and free access to the Town's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the Town and Tyler.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Town Assistance. The Town acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of the Town's staff. The Town agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the Town's staff to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as the Town timely pays its SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, Tyler will:

   9.1 perform its maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to the Town all releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler utilizes a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Town agrees to maintain a high-speed internet connection capable of connecting Tyler to the Town's PCs and server(s). The Town agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, the Town agrees to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that the Town also maintains its VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside Tyler's normal business hours as listed in its then- current Support Call Process. Requested services such as those outlined in this section will be billed to the Town on a time and materials basis at Tyler's then current rates. The Town must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third-Party Hardware, if the Town has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, the Town will receive access to the Third-Party Software and related documentation for internal business purposes only. The Town's rights to the Third-Party Software will be governed by the Third-Party Terms.

3. Third Party Products Warranties.

   3.1 Tyler is authorized by each Developer to grant access to the Third-Party Software.

   3.2 The Third-Party Hardware will be new and unused, and upon payment in full, the Town will receive free and clear title to the Third-Party Hardware.

   3.3 The Town acknowledges that Tyler is not the manufacturer of the Third-Party Products. Tyler does not warrant or guarantee the performance of the Third-Party Products. However, Tyler grants and passes through to the Town any warranty that Tyler may receive from the Developer or supplier of the Third-Party Products.

4. Third Party Services. If the Town has purchased Third-Party Services, those services will be

provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with its Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice the Town the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If the Town believes any delivered software or service does not conform to the warranties in this Agreement, the Town will provide Tyler with written notice within thirty (30) days of the Town's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues the Town contends are in dispute so that Tyler can confirm the issue and respond to the Town's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the Town's notice. Tyler will work with the Town as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the Town's notice. The Town may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of the Town's failure to complete the items agreed to be done the Town, then the Town will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if the Town fails to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The Town's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, the Town will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services the Town has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than the Town's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. The Town acknowledges that continued access to the SaaS Services is contingent upon the Town's timely payment of SaaS Fees. If the Town fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny the Town access to the Tyler Software. Tyler may also terminate this Agreement if the Town does not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If the Town believes Tyler has materially breached this Agreement, the Town will invoke the Dispute Resolution clause set forth in Section H(3). The Town may terminate this

Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If the Town should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, then notwithstanding the 60-day notice of termination provision above, the Town may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. The Town will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. The Town agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If the Town terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Tyler terminates this Agreement during the initial term for the Town's failure to pay SaaS Fees, the Town shall pay Tyler the following early termination fees:

a. if the Town terminates during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if the Town terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if the Town terminates after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 Tyler will defend the Town against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). The Town must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Town agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on the Town's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or the Town's willful infringement.

1.3 If Tyler receives information concerning an infringement or misappropriation claim related to

the Tyler Software, Tyler may, at its expense and without obligation to do so, either: (a) procure for the Town the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case the Town will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case the Town may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and the Town's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides the Town's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Any fees due and payable for modules of Tyler Software that are enjoined will be suspended until such time that the enjoinment is terminated.

2. General Indemnification.

2.1 Tyler will indemnify and hold harmless the Town and its agents, elected and appointed officials, and staff from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement; or (c) a security breach, as such breach is defined by applicable law, caused by Tyler's negligence, while the Town's data is in our possession. The Town must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Town agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2 To the extent permitted by applicable law, and without waiving sovereign immunity and its notice requirements and monetary limitations, as provided in s.768.28, Florida Statutes, the Town will indemnify and hold harmless Tyler and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by the Town's negligence or willful misconduct; or (b) the Town's violation of a law applicable to the Town's performance under this Agreement. Tyler will notify the Town promptly in writing of the claim and upon the Town's request, Tyler will give the Town sole control over its defense or settlement. Tyler agrees to provide the Town with reasonable assistance, cooperation, and information in defending the claim at the Town's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A**

THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOWN'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), 1.5 TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, 1.5 TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Tyler will add the Town as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the Town as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide the Town with copies of certificates of insurance upon the Town's written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. The Town may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, the Town may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. The Town agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. The Town agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains

unresolved after mediation, then either of Tyler may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent the Town or Tyler from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If the Town is a tax-exempt entity, the Town agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and the Town will reimburse Tyler for such taxes. If the Town has a valid direct-pay permit, the Town agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to the Town's project.

7. Subcontractors. Tyler will not subcontract any services under this Agreement without the Town's prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either the Town's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the Town's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Neither party will be liable for delays in performing its obligations, including payment obligations, under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Town and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between the Town and Tyler with respect to the subject matter hereof, and supersedes any prior agreements,

understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by the Town, if any, are for the Town's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. The Town agrees that Tyler may identify the Town by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. To the extent permitted by Chapter 119, Florida Statutes, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of

initial disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event the Town receives an open records or other similar applicable request, the Town will give Tyler prompt notice and otherwise perform the functions required by applicable law.

18. Public Records. Tyler shall comply with Florida's Public Records Law. Specifically, if and to the extent Chapter 119 is applicable to Tyler's performance pursuant to this Agreement, Tyler shall:

(a) Keep and maintain public records required by the Town to perform the service.

(b) Upon the request of the Town's 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 costs provided for 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 term of this Agreement and following completion of this Agreement if the contractor does not transfer the records to the Town.

(d) Upon the completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town upon completion of this Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of this Agreement, the contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 PARK AVENUE, LAKE PARK, FLORIDA 33403, 561-881-3311, TOWNCLERK@LAKEPARKFLORIDA.GOV.

19. Debarment, Suspension. By executing this agreement Tyler affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. By executing this agreement Tyler affirms that it is not currently listed in the Florida Department of

Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

20. Business License. In the event a local business license is required for Tyler to perform services hereunder, the Town will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.

21. Governing Law/Venue. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to its rules on conflicts of law. The parties agree that venue shall be proper in the state or federal courts serving Palm Beach County, Florida.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

23. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Tyler reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

24. Socrata Solution Terms. The Town's use of certain Tyler solutions includes Tyler's Socrata data platform. The Town's rights, and the rights of any of the Town's end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, the Town certifies that it has reviewed, understands, and agrees to said terms.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: July 25, 2022

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Town of Lake Park, Florida

By:

Name: Michael O'Rourke

Title: Mayor

Date: August 3, 2022

Address for Notices:

Town of Lake Park
535 Park Ave.
Lake Park, FL 33403-2603
Attention: Town Manager John D'Agostino

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by Tyler to the Town under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Mike Lesher
Quote Expiration: 08/13/22
Quote Name:

Sales Quotation For:
Town of Lake Park
535 Park Ave
Lake Park FL 33403-2603

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Core Financials	$ 12,214	$ 0	$ 12,214
Human Resources Management (Includes Position Budgeting)	$ 11,571	$ 0	$ 11,571
Purchasing	$ 3,294	$ 0	$ 3,294
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	$ 6,427	$ 2,442	$ 3,985
Cashiering	$ 1,415	$ 0	$ 1,415
Utility Access	$ 144	$ 0	$ 144

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Tyler One			
My Civic Suite			
My Civic & Service Requests Pro	$ 4,600	$ 0	$ 4,600
Data & Insights powered by Socrata			
Business Management Feed	$ 2,000	$ 0	$ 2,000
Community Development Feed	$ 2,000	$ 0	$ 2,000
Content Manager Suite			
Core	$ 4,128	$ 0	$ 4,128
Civic			
Enterprise Permitting & Licensing powered by EnerGov			
Business Management [17]	$ 16,397	$ 9,288	$ 7,109
Civic Access - Business Management	$ 3,215	$ 0	$ 3,215
Civic Access - Community Development	$ 3,215	$ 0	$ 3,215
Community Development [15]	$ 14,468	$ 8,127	$ 6,341
eReviews	$ 6,430	$ 0	$ 6,430
GIS [50]	$ 16,075	$ 9,481	$ 6,594
Workforce Mobile [5]	$ 1,608	$ 774	$ 834
Community Development and Business Mgmt. View Only Users [14]	$ 4,872	$ 0	$ 4,872
Parks & Rec			
Parks & Recreation	$ 3,678	$ 0	$ 3,678
Cashiering for Parks & Recreation	$ 965	$ 0	$ 965
TOTAL:	**$ 118,716**	**$ 30,112**	**$ 88,604**
Term # of Years:	**3**		

Tyler Annual Services

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Description	Annual
ERP	
Other Services	
Tyler University	$ 4,086
TOTAL:	**$ 4,086**

Tyler Fees per Transaction

Description	Net Unit Price
ERP Pro powered by Incode	
Notify	
Notifications for Utilities	$ 0.10
Tyler One	
Payments	
Utility Access Payments Bundle	$ 0.00
ERP Pro Payments	$ 0.00
Enterprise Permitting & Licensing	
Payments	
Enterprise Permitting & Licensing Payments	
Enterprise Permitting & Licensing Payments POS	

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				

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Payments				
Lane 5000 Terminal Purchase		1	$ 529	$ 529	$ 0
PCI Service Fee (Per Device)		1	$ 0	$ 0	$ 180
	TOTAL:			**$ 529**	**$ 180**

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite			
Professional Services	312	$ 40,560	$ 0
Accounts Payable History Data Conversion	1	$ 500	$ 0
Accounts Receivable Data Conversion	1	$ 4,000	$ 0
General Ledger History Data Conversion	1	$ 500	$ 0
Financials Project Management	1	$ 1,600	$ 0
Human Resources Management /Payroll History Data Conversion	1	$ 1,000	$ 0
ERP Pro 10 Customer Relationship Management Suite			
Professional Services	140	$ 18,200	$ 0
Project Management	1	$ 1,250	$ 0
Enterprise Permitting & Licensing powered by EnerGov			
Comm Dev and Business Management Services	480	$ 62,400	$ 0
Comm Dev and Business Management Training Services	80	$ 10,400	$ 0
Comm Dev and Business Management Project Management Services	300	$ 39,000	$ 0
Comm Dev and Business Management Conversion	1	$ 15,000	$ 0
Enterprise Asset Management Suite			
ReadyForms Configuration	1	$ 0	$ 0
Project Management	1	$ 1,600	$ 0

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My Civic Suite				
My Civic & Service Requests Pro		1	$ 130	$ 0
Project Management		1	$ 250	$ 0
Content Manager Suite				
Professional Services		32	$ 4,160	$ 0
Parks & Rec				
Professional Services		104	$ 13,520	$ 0
Project Management		1	$ 1,500	$ 0
	TOTAL:	1,448	**$ 215,570**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 88,604
Total Third Party Hardware, Software, Services	$ 529	$ 180
Total Tyler Services	$ 215,570	$ 4,086
Summary Total	**$ 216,099**	**$ 92,870**
Year 1 Total	**$308,969**	
Year 2 Total		**$92,870**
Year 3 Total		**$92,870**
Grand Total (3-Year Term)	**$494,709**	

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Tyler SaaS includes up to 1TB of storage. Additional storage can be purchased for $3,000/TB/year.

EPL Implementation: Tyler leads and owns the configuration of 1 unique business transactions, 1 template business transactions, and will build out the standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client. Tyler Technologies' EPL implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use EPL
- Training and providing guidance on how to configure and maintain EPL
- Setup of EPL GIS Map
- Setup of EPL GIS Live Link
- Setup of CSS GIS Map (as applicable, based on contract)
- Setup of CSS ArcGIS Integration (as applicable, based on contract)
- Setup of CSS Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Incode, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of iG Workforce licenses (as applicable, based on contract)
- EPL Standard Automation Events (Intelligent Objects, standard Intelligent Queries). This covers standard automation tasks like E-mails, Tasks, Geo Rules, etc.

The client subject matter experts (SMEs) should be available approximately 25% of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's consultant. These client SMEs will be responsible for the following general configuration tasks:

- EPL Case Type Setup (and all associated items required to configure)
- EPL System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- EPL Report Setup's dynamic custom fields
- EPL User/User Role Setup
- EPL Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- CSS Experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- EPL Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Notification for Utility Access ($0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Accounts Payable History conversion includes unlimited historical records

Accounts Receivable conversions include master files (contacts properties)

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger History conversion includes unlimited historical records

Human Resources Management History conversion includes unlimited historical records.
eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users to be purchased separately by Client. Further pricing detail is upon request.
Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.
Your use of Tyler Payments and any related items included on this order is subject to the terms found at:
https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Should additional professional services be required the following rates will apply:
Project Management - $130/Hour
Implementation Consultant - $130/Hour
Training - $130/Hour
Data Conversion - $250/Hour
Report Developer - $250/Hour

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Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model) If passing transaction costs to the payer	
Utility Access Payments Bundle *Payer Card Cost* – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions as part of the bundled model. Applies to: • Utilities (Bundle): Online and In Person	3.70% $2.50 minimum
Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: • Misc Receipts: In Person • EasyPay: Online • Permitting: Online and In Person • Licensing: Online and In Person • Code Enforcement & Requests: Online and In Person	3.95% $5.00 minimum
Payer eCheck Cost – per electronic check transaction Applies to: • Permitting: Online • Licensing: Online • Code Enforcement & Requests: Online	$2.00
Client Electronic Payment Costs (Cost Plus Fee Model) If absorbing the transaction costs	
Client eCheck Cost – per electronic check transaction Applies to: • Utilities: Online	$2.00
Miscellaneous Costs	
Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	$15.00
eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)	$5.00
Card Terminal Purchase – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: $419 (one-time fee per device) Lane 5000: $529 (one-time fee per device) Plus $180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.

Exhibit B
Invoicing and Payment Policy

Tyler will provide the Town with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: Tyler will invoice the Town for the applicable software and services in the Investment Summary as set forth below. The Town's rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The Town's annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, the Town's annual SaaS fees will be at Tyler's then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If the Town has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon the Town's acceptance of the Best Practice Recommendations, by module, and 50% upon the Town's acceptance of custom desktop procedures, by module. If the Town has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill the Town the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon the Town's acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill the Town the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. The Town must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. The Town may still report Defects to Tyler as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

Change Management Services: If the Town has purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to the Town for downloading.

3.2 *Third Party Software Maintenance*: The first-year maintenance for the Third-Party Software is invoiced when Tyler makes it available to the Town for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when Tyler makes Tyler Notify available to the Town. Subsequent fees for minutes and messages, at our then-current rates, will be due when the Town request additional minutes and messages and they are made available to the Town.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with

our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that Tyler will provide to the Town to ensure the availability of the application services that the Town requested Tyler to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Town Error Incident: Any service unavailability resulting from the Town's applications, content or equipment, or the acts or omissions of any of the Town's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the Tyler Software is not available for the Town's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Town Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

a. Town Responsibilities

Whenever the Town experiences Downtime, the Town must make a support call according to the procedures outlined in the Support Call Process. The Town will receive a support incident number.

The Town must document, in writing, all Downtime that the Town has experienced during a calendar quarter. The Town must deliver such documentation to Tyler within 30 days of a quarter's end.

The documentation the Town provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from the Town that Downtime has occurred or is occurring, Tyler will work with the Town to identify the cause of the Downtime (including whether it may be the result of a Town Error Incident or Force Majeure). Tyler will also work with the Town to resume normal operations.

Upon timely receipt of the Town's Downtime report, Tyler will compare that report to our own outage logs and support tickets to confirm that Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to the Town's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide the Town with the relief set forth below.

c. Town Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the Town with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Town Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by Tyler in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Tyler of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Town relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Town Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

The Town may request a report from Tyler that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Town Error Incidents, and Force Majeure.
Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Town.

V. Force Majeure

The Town will not hold Tyler responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Town a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. The Town will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly tothe software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide the Town with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. Tyler will provide the Town with any of the following hosted applications as indicated in the Investment Summary.

   1.1. *Web Services*: Our Web Services are designed to enable the Town to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

   1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows the Town to make available certain information from the Town's utility billing system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

   1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.

   1.4. *On-Line Records Search*: Our On-Line Records Search Component allows the Town to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.

   1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows the Town to make available certain information from the Town's building projects system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.

   1.6. *Business License On-Line*: Our Business License On-Line Component allows the Town to make available certain information from the Town's business license system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can

Include business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows the Town to make available certain information from the Town's accounts receivable system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

1.8. *Call Center On-Line*: Our Call Center On-Line Component allows the Town to make available certain information from the Town's call center system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include current and past incidents, create a new incident and view status of incident.

1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows the Town to make available certain information from the Town's Property Tax System to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.

1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows the Town to make available certain information from the Town's Sales Tax System to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.

1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows the Town to make available certain information from the Town's code enforcement system to citizens with Internet access. This information is posted to the Town's website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.

2. Term. Tyler will grant the Town access to the hosted applications provided the Town timely pay all associated fees. The term of Town's subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. Nature of Website. Tyler shall maintain a website for the Town, allowing a user to access relevant data provided by the Town. This data may include information from the Town's Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. Data Procurement. The Town must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to the Town's bank account. The Town is responsible for all fees and expenses of the merchant account. The Town must install and run Tyler Web Services to allow Tyler to

transfer the necessary data from the Town's system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to the Town. Tyler will be responsible for transferring such information to the Town on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is the Town's responsibility. While Tyler assumes responsibility for data transfer, Tyler is not responsible for accuracy of data transferred.

5. Limited License. The Town's license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon the Town's failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data the Town provides to Tyler for the purposes of generating the website shall remain the Town's property. Should the Town terminate its subscription, Tyler shall return to the Town any such data in Tyler's possession.

7. Fees. The Town agrees to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. Tyler may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

Exhibit E



Exhibit E Statement of Work

Statement of Work to be inserted prior to Agreement execution.

Town of Lake Park, FL

SOW from Tyler Technologies, Inc.

3/22/2022

Presented to:
Roberto Travieso
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Lake Park, FL 33403

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Lake Park, FL (collectively the "Project").

The overall goals of the project are to:

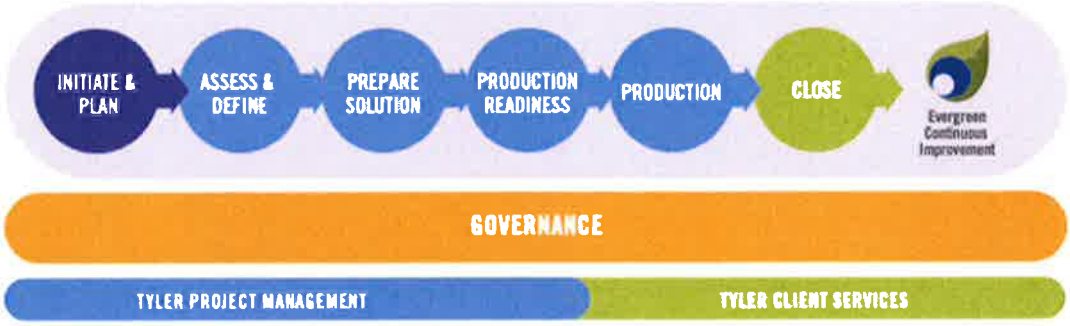
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by the Lake Park, FL and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Lake Park, FL's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Lake Park, FL and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Lake Park, FL and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Lake Park, FL's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

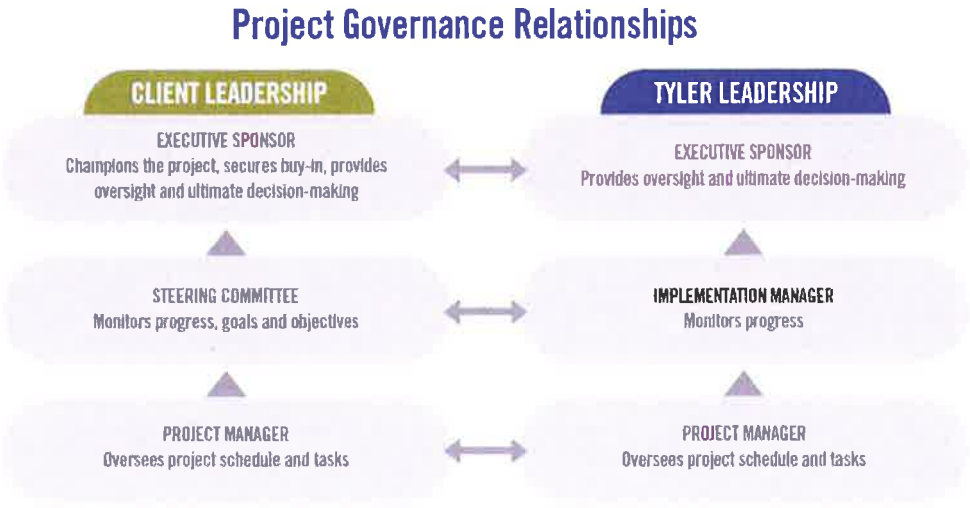
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Lake Park, FL collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Lake Park, FL Steering Committee become the escalation points to triage responses prior to escalation to the Lake Park, FL and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Lake Park, FL and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

Project Management Triangle



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

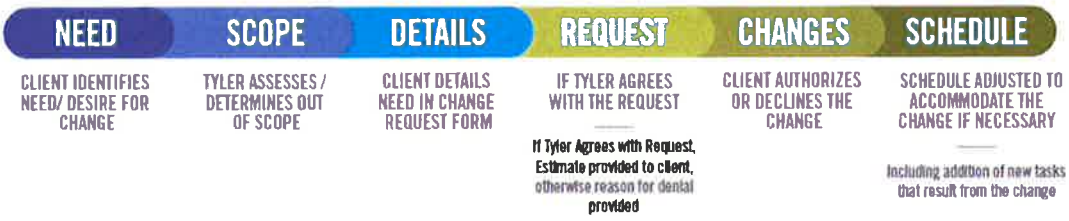
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Lake Park, FL; for example, the Lake Park, FL may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Lake Park, FL, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Lake Park, FL will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Lake Park, FL). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Lake Park, FL office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Lake Park, FL will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Lake Park, FL feedback and approval on Project deliverables will be critical to the success of the Project. The Lake Park, FL project manager will strive to gain deliverable and decision approvals from all authorized Lake Park, FL representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Lake Park, FL department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Lake Park, FL shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Lake Park, FL does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Lake Park, FL does not agree the Deliverable or Control Point meets requirements, the Lake Park, FL shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Lake Park, FL shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Lake Park, FL does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Lake Park, FL and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Lake Park, FL, but are roles defined within the Project. It is common for individual resources on both the Tyler and Lake Park, FL project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Lake Park, FL 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Lake Park, FL 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Lake Park, FL management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Lake Park, FL, the Tyler Project Manager provides regular updates to the Lake Park, FL Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Lake Park, FL project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Lake Park, FL project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Lake Park, FL and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Lake Park, FL any items that may impact the outcomes of the Project.
- Collaborates with the Lake Park, FL 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Lake Park, FL 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Lake Park, FL and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Lake Park, FL through software validation process following configuration.
- Assists during Go-Live process and provides support until the Lake Park, FL transitions to Client Services.
- Facilitates training sessions and discussions with the Lake Park, FL and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Lake Park, FL.
- Loads Lake Park, FL provided GIS data into the system.

5.2 Lake Park, FL Roles & Responsibilities

Lake Park, FL resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Lake Park, FL Executive Sponsor

The Lake Park, FL executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Lake Park, FL steering committee, project manager(s), and functional leads to make critical business decisions for the Lake Park, FL.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Lake Park, FL Steering Committee

The Lake Park, FL steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Lake Park, FL project manager and Project through participation in regular internal meetings. The Lake Park, FL steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Lake Park, FL steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Lake Park, FL Policies
    - Needs of other client projects

5.2.3 Lake Park, FL Project Manager

The Lake Park, FL shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Lake Park, FL Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Lake Park, FL project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Lake Park, FL project manager(s) are responsible for reporting to the Lake Park, FL steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Lake Park, FL project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Lake Park, FL and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Lake Park, FL staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Lake Park, FL resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.

- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Lake Park, FL technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Lake Park, FL Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Lake Park, FL project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Lake Park, FL resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Lake Park, FL Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Lake Park, FL business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.

- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Lake Park, FL staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Lake Park, FL End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Lake Park, FL Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Lake Park, FL third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Lake Park, FL's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Lake Park, FL GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Lake Park, FL GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Lake Park, FL Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Lake Park, FL's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Lake Park, FL and Tyler resources.

- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Lake Park, FL Change Management Lead

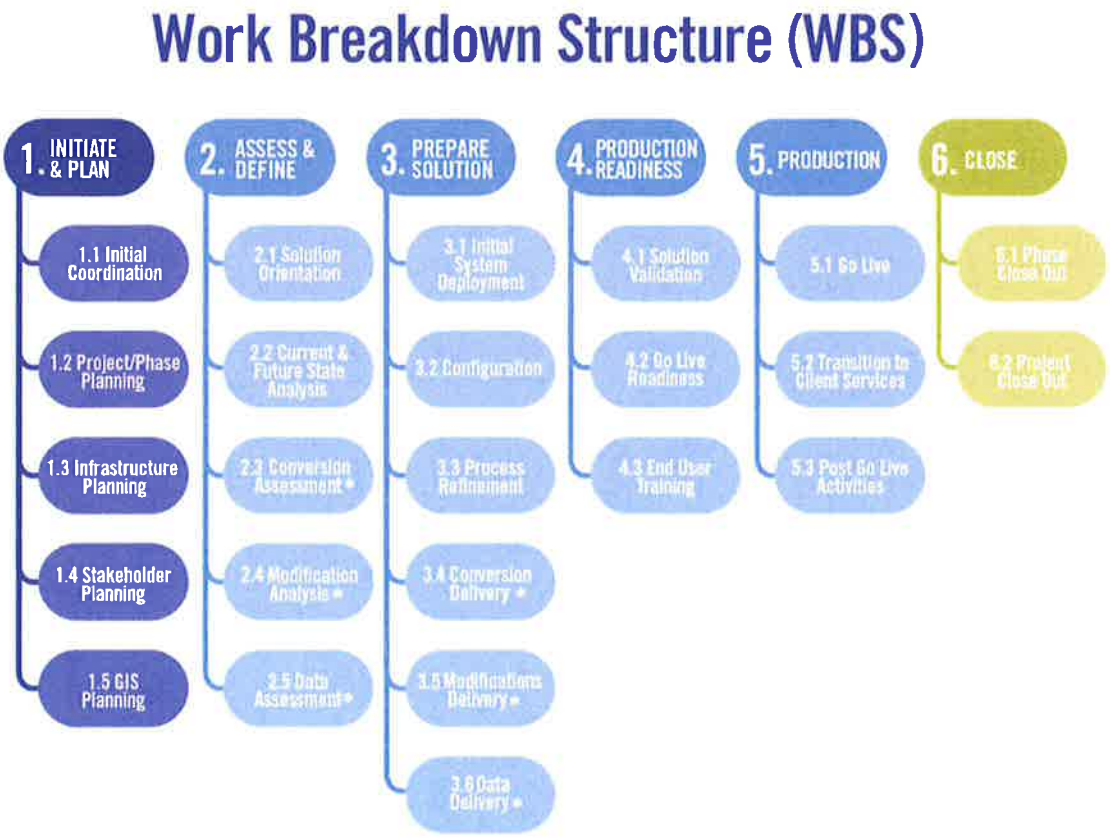
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Lake Park, FL.



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Lake Park, FL with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Lake Park, FL gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Lake Park, FL's team. During this step, Tyler will work with the Lake Park, FL to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Lake Park, FL project team.

STAGE 1	Initial Coordination																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Lake Park, FLproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Lake Park, FL		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Lake Park, FL to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Lake Park, FL Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Lake Park, FL's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Lake Park, FL Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Lake Park, FL with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Schedule and conduct planning session(s)		A	R						I		C	C	I			
Develop Project Management Plan		A	R						I		C	C	I			
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Lake Park, FL provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Lake Park, FL has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Lake Park, FL to install License Software. The Lake Park, FL is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Lake Park, FL's infrastructure meets Tyler's application requirements.
- Ensure the Lake Park, FL's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads

Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Lake Park, FL Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Lake Park, FL team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				

Review Stakeholder Meeting Presentation		I	C						A		R		C			
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Lake Park, FL offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Lake Park, FL GIS data sources and formats.
- Tyler to understand the Lake Park, FL's GIS needs and practices.
- Ensure the Lake Park, FL's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Lake Park, FL is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Lake Park, FL
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Lake Park, FL business processes. This information will be used to identify and define business processes utilized with Tyler software. The Lake Park, FL collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Lake Park, FL team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Lake Park, FL team will gain a better understanding

of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Lake Park, FL for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power ...	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Lake Park, FL and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Lake Park, FL will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Lake Park, FL's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																	
	Tyler								Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Lake Park, FLcurrent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Lake Park, FL attendees possess sufficient knowledge and authority to make future state decisions.
- The Lake Park, FL is responsible for any documentation of current state business processes.
- The Lake Park, FL can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment															
	Tyler								Lake Park, FL							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Lake Park, FL Source data
	Lake Park, FL Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Lake Park, FL Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Lake Park, FL representatives to identify business rules before writing the conversion.
- Lake Park, FL subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Lake Park, FL against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Lake Park, FL can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for			A				R				I						C

Included Environments																
Install Licensed Software on Lake Park, FL Devices (if applicable)			I				C				A					R
Tyler System Administration Training (if applicable)			A				R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Lake Park, FL Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Lake Park, FL will provide network access for Tyler modules, printers, and Internet access to all applicable Lake Park, FL and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Lake Park, FL to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Lake Park, FL collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Lake Park, FL Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Lake Park, FL

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power ...	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Lake Park, FL configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Lake Park, FL is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Lake Park, FL users on how to execute processes in the system to prepare them for the validation of the software. The Lake Park, FL collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Lake Park, FL understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																	
	Tyler								Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Lake Park, FL Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Lake Park, FL-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Lake Park, FL-specific process documentation (completed by Lake Park, FL)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Lake Park, FL's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Lake Park, FL will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Lake Park, FL to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																	
	Tyler								Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			

Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Lake Park, FL will provide a single file layout per source system as identified in the investment summary.
- The Lake Park, FL subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Lake Park, FL project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Lake Park, FL team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Lake Park, FL to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Lake Park, FL verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Lake Park, FL organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																	
	Tyler								Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Update Solution Validation plan			A	R	C						C	C		C				
Update test scripts (as applicable)			C	C	C						A	R		C				
Perform testing			C	C	C						A	R		C				
Document issues from testing			C	C	C						A	R		C				
Perform required follow-up on issues			A	R	C						C	C		C				

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Lake Park, FL updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Lake Park, FL will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Lake Park, FL has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Lake Park, FL will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C

Final system infrastructure review (where applicable)			A				R				C					C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Lake Park, FL

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Lake Park, FL specific business process documentation. Lake Park, FL-led training labs using Lake Park, FL specific business process documentation if created by the Lake Park, FL can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Lake Park, FL is prepared for on-going training and support of the application.

STAGE 4	End User Training															
	Tyler								Lake Park, FL							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Lake Park, FL-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Lake Park, FL signoff that training was delivered

Work package assumptions:

- The Lake Park, FL project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Lake Park, FL as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Lake Park, FL departments.
- The Lake Park, FL will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Lake Park, FL will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Lake Park, FL to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Lake Park, FL and Tyler will complete work assigned to prepare for Go-Live.

The Lake Park, FL provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Lake Park, FL manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Lake Park, FL during Go-Live activities. The Lake Park, FL transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Lake Park, FL data available in Production environment.

STAGE 5	Go-Live																	
	Tyler								Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Lake Park, FL confirms data is available in production environment

Work package assumptions:

- The Lake Park, FL will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Lake Park, FL business processes required for Go-Live are fully documented and tested.
- The Lake Park, FL Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Lake Park, FL Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Lake Park, FL teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Lake Park, FL onto the Tyler Client Services team, who provides the Lake Park, FL with assistance following Go-Live, officially transitioning the Lake Park, FL to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Lake Park, FL teams for key processes and subject areas.

STAGE 5	Transition to Client Services																	
	Tyler								Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Lake Park, FL to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Lake Park, FL transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Lake Park, FL for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Lake Park, FL teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Lake Park, FL
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Lake Park, FL may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Lake Park, FL teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Lake Park, FL								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Lake Park, FL and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Lake Park, FL acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Lake Park, FL will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Lake Park, FL Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.

- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Lake Park, FL project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Lake Park, FL is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Lake Park, FL to make process changes.
- The Lake Park, FL is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Lake Park, FL is responsible for managing Organizational Change. Impacted Lake Park, FL resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Lake Park, FL resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Lake Park, FL resources will participate in scheduled activities as assigned in the Project Schedule.
- The Lake Park, FL team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Lake Park, FL will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Lake Park, FL will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Lake Park, FL makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Lake Park, FL will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Lake Park, FL will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Lake Park, FL is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Lake Park, FL representatives to identify business rules before writing the conversion. The Lake Park, FL must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Lake Park, FL will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Lake Park, FL Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Lake Park, FL is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Lake Park, FL will provide dedicated space for Tyler staff to work with Lake Park, FL resources for both on-site and remote sessions. If Phases overlap, Lake Park, FL will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Lake Park, FL will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.1.4 Community Development: Permits

- Permit master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Permit type. Original Permit type will be converted as a memo custom field

- Classification – Converted to one legacy Permit classification. Original Permit classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as Memo Custom fields
- Contacts and Contact Addresses
- Type
- Classification
- Bonds and Escrow
- Zones
- Activities and Actions
- Holds
- Conditions

9.1.5 Business Management

- Business entity
- License master basic information
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to Memo Custom field
- Parcel and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Fees
- Holds
- Conditions
- Notes
- Contractors
- Business Types & NAICS codes
- Payment and Fee history
- Converted as memo custom fields
    - Bonds and Escrow
    - Activities and Actions

9.1.6 Community Development: Code Cases

- Code Case master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Violations – Converted to one legacy Violation type. Original Violation type will be visible in the workflow section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Code type. Original Code type will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
    - Contacts and Contact Addresses
    - Type

- Bonds and Escrow
- Zones
- Activities and Actions
- Holds
- Conditions

9.1.7 Community Development: Plans

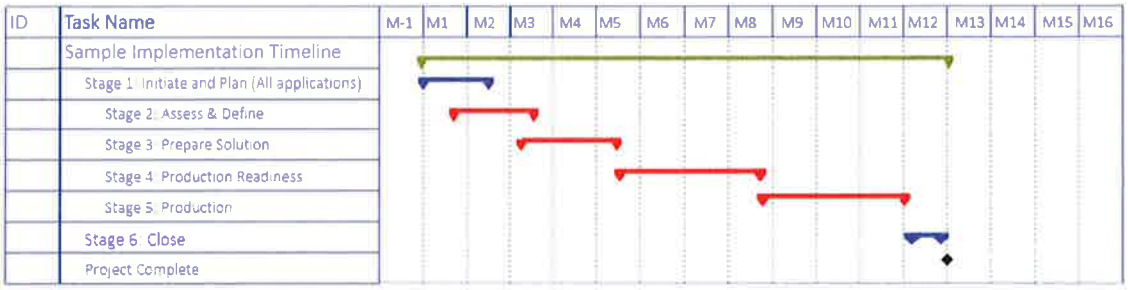
- Plan master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Plan type. Original Plan type will be converted as a memo custom field
- Classification – Converted to one legacy Plan classification. Original Plan classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
  - Contacts and Contact Addresses
  - Type
  - Classification
  - Bonds and Escrow
  - Zones
  - Activities and Actions
  - Holds
  - Conditions

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

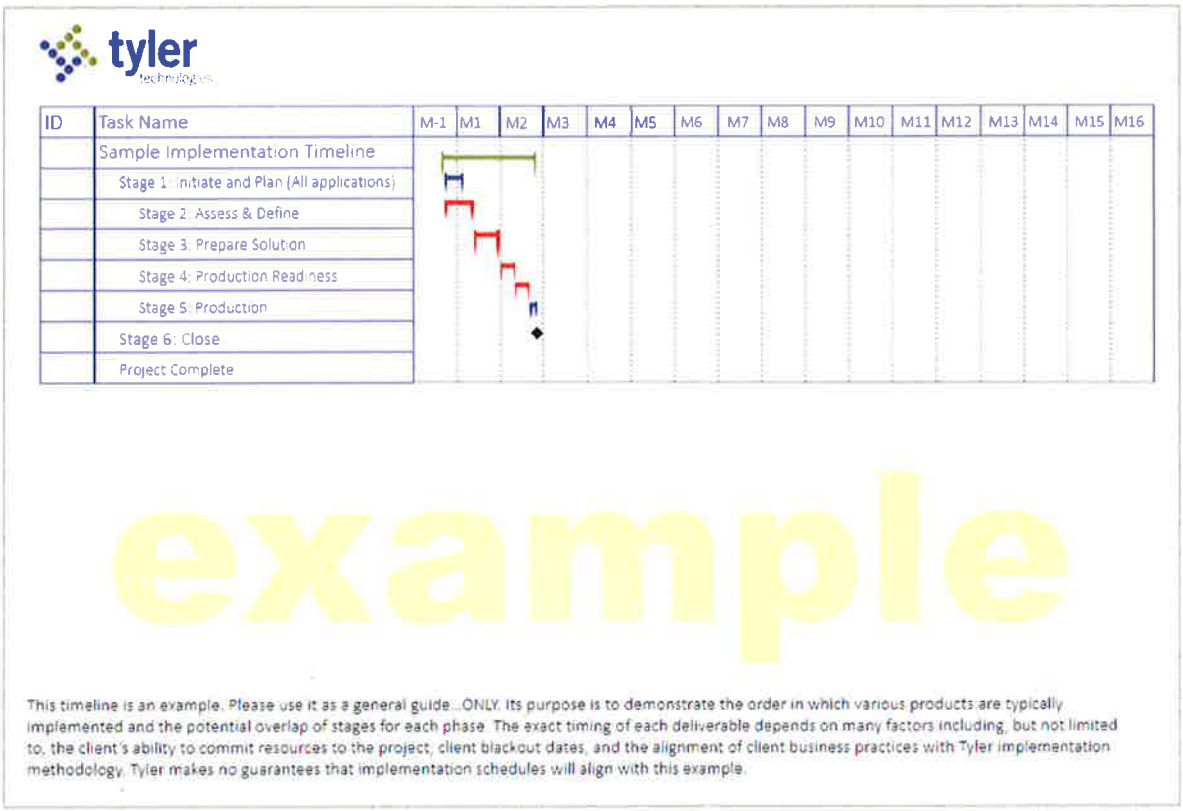
11.1 ERP Pro Financial Management Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.2 My Civic Timeline



11.3 Intentionally left blank.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	December 17, 2025
Originating Department:	Finance Department
Agenda Title:	Resolution 108-12-25 - Fiscal Year 2025/2026 Budget Adjustment - Re-Encumber Open Purchase Order Funding from the FY 2025 Budget

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$0.00	**Funding Source:**	Various
Account Number:	Various	**Finance Signature:**	Barbara A. Gould
Advertised Date:	N/A	**Newspaper:**	

Attachments: Resolution 108-12-25
Attachment "A"

Please initial one:

	Yes I have notified everyone
X	Not applicable in this case

Summary Explanation/Background:

In accordance with state law, the proposed Resolution xx-xx-xx establishes increases to the Fiscal Year (FY) 2025/2026 Town Budget – Various Funds, which was adopted by the Town Commission on September 18, 2025 (Resolution 71-09-25).

The Finance Department is proposing to amend the current Fiscal Year 2025/2026 Budget to include (or reappropriate) revenue that was previously approved within the FY 2025 Budget to support various, previously approved projects and purchases that have not yet been completed.

Note: This is funding from the previously approved FY 2025 Budget that has been identified to be utilized for the completion of projects and/or purchase of capital equipment and would not be considered as new and/or additional funding above revenues/expenditures approved within the FY 2026 Budget; rather, this is being presented as funding that was existing and/or approved

within the FY 2025 Budget that has not been fully utilized. This request, if approved, would not utilize any of the FY 2026 Budget reserves and/or contingency amounts that have been approved by the Town Commission during the recent budget process.

If approved, the requested unused (encumbered), open purchase order funding from the FY 2025 Budget (previously approved revenues) will be re-encumbered into new Purchase Orders within the FY 2026 Budget, including;

Fund	**Revenues**	**Expenditures**
General Fund	$77,111	$77,111
Community Redevelopment Agency (CRA)	$17,780	$17,780
Streets & Road	$62,839	$62,839
Special Project Fund	$840,433	$840,433
Stormwater Fund	$140,342	$140,342
Sanitation Fund	$36,287	$36,287

This proposed Resolution was prepared by the Finance Director and reviewed by each Department Director that maintains funding within FY 2025 Purchase Orders and the Town Attorney.

Recommended Motion:

I move to approve Resolution 108-12-25 adopting the Town of Lake Park's FY 2025/2026 Budget Adjustment re-encumbering existing, open purchase orders from the FY 2025 Budget; and authorize the Mayor to execute the Resolution.

RESOLUTION xx-xx-xx

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2025-2026 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 71-09-25; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 70-09-25 a final millage rate for the Fiscal Year 2024-2025; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2025-2026, which was adopted by Resolution No. 71-09-25.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA:

Section 1. The whereas clauses are true and correct and are supported herein.

Section 2. An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget of the Town of Lake Park Community Redevelopment Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget of the Town of Lake Park Streets & Roads Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget of the Town of Lake Park Special Project Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget for the Town of Lake Park Stormwater Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget for the Town of Lake Park Sanitation Fund is hereby approved and adopted as set forth in the attached Attachment "A".

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of $10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This resolution shall take effect immediately upon adoption.

TOWN OF LAKE PARK

Attachment "A"

BUDGET ADJUSTMENT **Adjustment No.:** 2025-01

DEPARTMENT: ALL **DATE:** _____

VENDOR	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
General Fund				
Summary of Request: The following request for funding to adjust the FY2026 Budget would re-appropriate existing funds from the FY2025 budget to support the IT department by the replacement of the firewall for enhanced security from vendor KDT, Inc. and the continued onboarding of the Tyler Energov Software for the Community Development department.				
KDT, Inc.	Computer Software	001-512-110-49303		$5,557
Tyler Technologies	American Rescue Plan	001-589-900-52700		$71,554
	Balance Brought Forward	001-399.999	$77,111	
Community Redevelopment Agency				
Summary of Request: The following request for funding to adjust the FY2026 Budget would re-appropriate existing funds from the FY2025 budget to support the CRA with as needed specialized financial services.				
Shawn Mitchell	Professional Services	110-552-520-31000		$17,780
	Balance Brought Forward	110-399.999	$17,780	
Streets & Roads				
Summary of Request: The following request for funding to adjust the FY2026 Budget would re-appropriate existing funds from the FY2025 budget to support costs related to Engenuity updating plans for the 10th Street Oval-a-bout and Kimley-Horn Street Light Infrastructure per the Lake Park Street Light Study.				
Engenuity Group, Inc.	Professional Services	190-541-190-31000		$53,322

Kimley-Horn & Associates, Inc.	Professional Services	190-541-190-31000		$9,517
	Balance Brought Forward	190-399.999	$62,839	

Special Projects

Summary of Request: The following request for funding to adjust the FY2026 Budget would re-appropriate existing funds from the FY2025 budget to support Discretionary Surtax funding for The Stout Group sidewalk repairs, Royal Palm Aluminum library door replacement, final costs on the Southern Outfall grant from Florida Dept of Environmental Protection, final costs for the portion of the CDBG grant related to the Bert Bostrom Park & Southern Outfall portion by DS Eakins and Foster Marine Contractors.

The Stout Group	PBC Discretionary Surtax	301-521-301-63100		$24,272
Royal Palm Aluminum, Inc.	PBC Discretionary Surtax	301-521-301-63100		$800
Foster Marine Contractors, Inc.	Grant #LPA0445	301-521-301-63829		$106,873
DS Eakins/Foster Marine	DEO -MT130 Bert Bostrom	301-541-301-63825		$708,488
	Balance Brought Forward	301-399.999	$840,433	

Stormwater Fund

Summary of Request: The following request for funding to adjust the FY2026 Budget would re-appropriate existing funds from the FY2025 budget to support costs related to WRMA design of drainage improvements for area of Lake Park Elementary/2nd Street North of Park to Kalmia & Ilex Court and remaining expenditure for Thompson Tractor Skid Steer attachments.

Water Resource Management Associates	Professional Services	402-538-402-31000		$134,012
Thompson Tractor	Machinery & Equipment	402-538-402-64100		$6,330
	Balance Brought Forward	402-399.999	$140,342	

Sanitation Fund

Summary of Request: The following request for funding to adjust the FY2026 Budget would re-appropriate existing funds from the FY2025 budget to support costs related to Big Truck Rentals sanitation truck replacements for vehicle currently undergoing repairs and Ten-8 Fire & Safety truck repairs.

Big Truck Rental, LLC	Rentals	404-534-404-44100		$10,300
Ten-8 Fire & Safety, LLC	Repairs & Maintenance	404-534-404-46000		$25,987
	Balance Brought Forward	404-399.999	$36,287	
		TOTAL	TOTAL $1,174,792	$1,174,792

Explanation: Re-encumbers Purchase Orders for budget expenditures not completed before end of FY2025

Commission: _____ Date: _____

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	December 17, 2025
Originating Department:	Community Development Department
Agenda Title:	Resolution 109-12-25 Authorizing and Directing the Mayor to Sign a Right-Of-Way Improvement and Maintenance Agreement on Behalf of the Town of Lake Park with Forest Development LLC.

Agenda Category (i.e., Consent, New Business, etc.): **Consent**

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	Legal Review	**Funding Source:**	Nautilus Escrow
Account Number:	5286	**Finance Signature:**	*Barbara Gould*
Advertised:			
Date:	N/A	**Newspaper:**	N/A
Attachments:	Resolution, Maintenance Agreement, Exhibit A, Exhibit B, Exhibit C (Included within Maintenance Agreement)		

Please initial one:

	Yes I have notified everyone
AV	Not applicable in this case

Summary Explanation/Background:

The Community Development Department recommends approval of the right-of-way agreement with Forest Development LLC for the landscape and hardscape maintenance of the property known as Nautilus 220 and transferring maintenance responsibilities of the adjacent rights-of-way from the Town to the developer pursuant to Exhibit A. This item is a housekeeping item required prior to the issuance of the CO for the project.

The maintenance area would include the entirety of improvements on Cypress Drive, Lake Shore Drive, and new Bayberry Drive extension rights-of-way. This includes all landscaping, street trees, ground cover and sod; irrigation for all landscaping within the rights-of-way; storm-drain structures; concrete sidewalks, roadways, asphalt, concrete curbs, concrete pavers along sidewalks and crosswalks, and streetscape

furniture, including but not limited to, decorative street lighting, accent lighting, benches, bicycle racks, and trash receptacles.

By executing the agreement, the Town will not have any maintenance responsibilities for these rights-of-way in perpetuity.

The Right-of-Way Improvement and Maintenance Agreement has been prepared by the Town Planner, and reviewed by the Finance Director, Town Attorney, Public Works Director, Community Development Director, Town Manager, and signed by Forest Development LLC.

It is important to note that while the Town Attorney has reviewed the agreement and confirmed the Town is fully safeguarded in the event of default, the Town Manager did express concerns as it relates to the *cure* process provided in the agreement. Per the proposed agreement, in the event there is default that the property owner does not remedy, the Town can enforce using the *cure* procedures in the agreement and also utilize the Town's code compliance procedures to request an emergency hearing per the Statute, if warranted, in order to abate a potential nuisance and all assess costs back to the property in the form of an assessment lien (but the Town would need to have the funds available to do so and there would be a time delay). A bond was suggested by the Town Manager, but Forest Development's attorney explained that a perpetual bond where the amount is to be "determined and periodically updated by the Town", as suggested, is simply not feasible and cost prohibitive. With this being said, the Town Attorney is comfortable with the agreement as enclosed and therefore, Staff is recommending approval,

Recommended Motion:

I move to approve Resolution 109-12-25 Authorizing and Directing the Mayor to Sign a Right-Of-Way Improvement and Maintenance Agreement on Behalf of the Town of Lake Park with Forest Development LLC.

RESOLUTION 109-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRERCTING THE MAYOR TO SIGN A RIGHT-OF-WAY IMPROVEMENT AND MAINTENANCE AGREEMENT ON BEHALF OF THE TOWN OF LAKE PARK WITH FOREST DEVELOPMENT LLC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission is the governing body of the Town of Lake Park (Town) and has authority over the roads, alleys and rights-of-way within the Town which have been dedicated to the Town; and

WHEREAS, the Town generally maintains the Town roads, alleys, and rights-of-way dedicated to it for public use; and

WHEREAS, Forest Development LLC (the "**Developer**") is developing a mixed-use condominium project known as "Nautilus 220", located at 220 Lake Shore Drive, Lake Park, Florida 33403 (the "**Project**"); and

WHEREAS, the Developer planned its Project and received an approval for a design that includes certain improvements such as specialized landscaping, hardscape, lighting, and streetscape furniture, some of which, once constructed, will encroach upon the Town's public right-of-way as set forth in the plans which were approved and incorporated into the Project's Development Order by the Town Commission (the "**Approved Plans**"); and

WHEREAS, the Developer is constructing the Project, including all of the specialized landscaping, lighting, streetscape furniture and hardscape improvements, some of which is to be placed in the public right-of-way as set forth in the Approved Plans; and

WHEREAS, Developer, and **not** the Town, shall have the sole responsibility for constructing the of maintaining any and all landscape improvements within the Maintenance Area (as defined herein as **Exhibit 'A'**); and

WHEREAS, the Town and the Developer are entering into this Agreement to set forth the responsibilities of each party with respect to the construction and maintenance of the improvements in the public right of way, as defined below and more fully described herein.

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN OF LAKE PARK HEREBY APPROVES THE RIGHT-OF-WAY IMPROVEMENT AND MAINTENANCE AGREEMENT PURSUANT TO EXHIBIT 'A'.

This Instrument Prepared by And Should Be Returned to:

Town of Lake Park
Office of the Town Manager
535 Park Avenue
Lake Park, FL 33403

RIGHT-OF-WAY IMPROVEMENT & MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY IMPROVEMENT & MAINTENANCE AGREEMENT ("**Agreement**") is made by and between the **TOWN OF LAKE PARK**, a municipal corporation of the state of Florida ("**Town**"), having an address of 535 Park Avenue, Lake Park, Florida 33403, and **FOREST DEVELOPMENT, LLC**, a Florida limited liability company, its successors and assigns, having an address of 11231 US Highway 1 Suite 354, North Palm Beach, FL 33408 ("**Developer**"). (The term "parties" may be used herein to refer to the Developer and the Town, collectively)

WHEREAS, the Town Commission is the governing body of the Town and has authority over the Town's roads, alleys and rights-of-way within the Town street system;

WHEREAS, the Town generally maintains the Town rights-of-way platted or dedicated to it for public use;

WHEREAS, Developer is developing a mixed-use condominium project known as "Nautilus 220", located at 220 Lake Shore Drive, Lake Park, Florida 33403 (the "**Project**");

WHEREAS, **NAUTILUS 220 CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, its successors and assigns, having an address of 11231 US Highway 1 Suite 354, North Palm Beach, FL 33408 ("**Association**") is the association managing, operating, and maintaining the Project;

WHEREAS, the Project features specialized landscaping, hardscape, lighting, and streetscape furniture, some of which will encroach upon a public right-of-way as set forth in the applicable plans approved by the Town (the "**Approved Plans**");

WHEREAS, the Developer is responsible for constructing the Project and all of the landscaping and improvements in accordance with the Approved Plan and further authorized herein;

WHEREAS, Developer, and not the Town, shall have the sole responsibility of maintaining any and all Streetscape Improvements within the Maintenance Area (as defined herein);

WHEREAS, the Town Commission has previously reviewed the Approved Plans and finds that the aesthetics and specialty features planned for the right-of-way will enhance the streetscape to the benefit of the public; and

WHEREAS, the Town and the Developer mutually recognize the need for entering into

this Agreement designating and setting forth the responsibilities of each party with respect to the improvements in the right of way, as defined below and more fully described herein.

NOW THEREFORE, in consideration of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Encroachment and License**. The Town hereby consents to the encroachments of the those certain specialized landscaping, hardscape, lighting, and streetscape furniture described herein within the Town's public rights-of-way of Cypress Drive, Lake Shore Drive and Bayberry Drive. In order to perform its obligations under this Agreement, Town grants Developer, its successors and/or assigns, employees, contractors and agents, a non-exclusive license to access and use the Maintenance Area (as described below in Paragraph 4) for the purposes described in this Agreement.

3. **Installation and Maintenance Responsibilities**. Pursuant to the Approved Plans, Developer, at Developer's expense, shall install the following landscape and hardscape improvements in accordance with the Approved Plans as shown on Exhibit A: landscaping, street trees, ground cover and sod; irrigation for all landscaping within the rights-of-way; storm-drain structures; concrete sidewalks, roadways, asphalt, concrete curbs, concrete pavers along sidewalks and crosswalks, and streetscape furniture, including but not limited to, decorative street lighting, accent lighting, benches, bicycle racks, and trash receptacles (the "**Streetscape Improvements**"). After installation, Developer, at Developer's expense, shall be solely responsible for maintaining the Streetscape Improvements.

4. **Area to Be Maintained**. The area to be maintained by the Developer is: that area of the right-of-way along the building frontage, sidewalk and surrounding landscape areas of Cypress Drive, Lake Shore Drive, and Bayberry Drive as shown on Exhibit B (the "**Maintenance Area**"), attached hereto and incorporated herein, adjacent to the Developer's property (Exhibit C), legally described as follows:

Parcel "A" Legal Description:

A 60 FOOT WIDE PARCEL OF LAND BEING A PORTION OF CYPRESS DRIVE (PLATTED AVENUE C) LYING BETWEEN BLOCK 114 AND 115 AND ITS EASTERLY EXTENSION OF THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 114 OF SAID PLAT; THENCE N84°53'25"E A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE AND THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY LINE MAP SECTION 93040-2510, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1), N05°06'35"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N84°53'25"E, A DISTANCE OF 423.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (60' RIGHT-OF-WAY) OF SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S05°40'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S84°53'25"W, A DISTANCE OF 424.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,429 SQUARE FEET MORE OR LESS. (0.584 ACRES)

Parcel “B” Legal Description:

A 40 FOOT WIDE PARCEL OF LAND BEING A PORTION OF LAKE SHORE DRIVE (60 FOOT RIGHT-OF-WAY), LYING 20 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF BLOCK 114 OF THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 114 OF SAID PLAT; THENCE ALONG THE PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE, N84°53'25"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING N84°53'25"E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE OF SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S05°40'30"E, A DISTANCE OF 366.72 FEET TO POINT ON A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 322.04 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°07'58", AN ARC DISTANCE OF 6.37 FEET TO A POINT OF NON-TANGENCY; THENCE S84°34'36"W, A DISTANCE OF 40.01 FEET TO A POINT 20.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF BLOCK 114 OF SAID PLAT, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 282.04 FEET, AND WHOSE CENTER BEARS S85°34'58"W, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'28", AN ARC DISTANCE OF 6.19 FEET TO A POINT OF TANGENCY; THENCE N05°40'30"W, A DISTANCE OF 367.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,928 SQUARE FEET MORE OR LESS. (0.343 ACRES)

Parcel “C” Legal Description:

A 62 FOOT WIDE PARCEL OF LAND BEING A PORTION OF LOTS 16, 17, 18, 29, 30 AND 31, BLOCK 114 AND A PORTION OF LAKE SHORE DRIVE (60 FOOT RIGHT-OF-WAY) OF THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 16, BLOCK 114, OF SAID PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 16 N84°34'36"E, A DISTANCE OF 17.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1) (80' RIGHT-OF-WAY), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93040-2510, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING ALONG THE NORTHERLY LINE OF LOT 16 AND LOT 31 AND ITS EASTERLY PROLONGATION, N84°34'36"E, A DISTANCE OF 428.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (60' RIGHT-OF-WAY) OF SAID PLAT, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 322.04 FEET AND WHOSE CENTER BEARS S85°27'28"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°07'06", AN ARC DISTANCE OF 62.49 FEET TO A POINT OF NON-TANGENCY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S84°34'36"W, A DISTANCE OF 423.46 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1) (80' RIGHT-OF-WAY), SAID POINT ALSO BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5759.65 FEET, AND WHOSE CENTER BEARS S86°32'16"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°37'01", AN ARC DISTANCE OF 62.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 26,476 SQUARE FEET MORE OR LESS. (0.608 ACRES)

5. **Developer's Maintenance Responsibilities**. Developer shall maintain, or cause to be maintained by contractor(s) of Developer's choosing, the Streetscape Improvements within the Maintenance Area according to the standards set forth below:

5.1 **Landscaping**. The landscaping, planting beds, trees, turf areas and irrigation system within the Maintenance Area shall be maintained by Developer, regardless if the said improvement was made by the Town or Developer, by periodic mowing, fertilizing, weeding, curb and sidewalk edging, pruning, litter pickup, necessary replanting, and irrigation system repair, in compliance with the following requirements. Developer shall maintain Streetscape Improvements as necessary or reasonably appropriate to keep the Streetscape Improvements in substantially the same or better conditions as when originally installed.

a. Watering Requirements. Plant materials shall be watered to provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes. Irrigation systems shall be operated in accordance with Chapter 34, Article III of the Town Code.

b. Integrated Plant Management Fertilization. Developer shall perform an assessment of each planting area's soil periodically to determine the nutrient levels and need for fertilization. Palms, shrubs, trees and turf areas should be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. All fertilizing of plant material shall comply with Chapter 32, Article IV of the Town Code.

c. Mulching. Developer shall mulch planting beds in such a manner as to: prevent weed growth; retain moisture to the plants; protect against soil erosion and nutrient loss; maintain a more uniform soil temperature; and improve the appearance of the planting beds. Developer shall avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. In accordance with Section 78-253 of the Town Code, Developer shall install in all tree and shrub beds at least two inches of mulch. Mulch shall be temporarily applied to areas not immediately covered by ground cover. Where mulch is intended to be installed permanently, it shall be renewed and maintained at three inches of depth. Mulch shall be thoroughly wet at the time of application to prevent wind displacement.

d. Pruning. All pruning and tree trimming shall be performed in accordance with Section 78-254 (d) of the Town Code and according to American National Standard Institute ANSI A300 standards, and shall be supervised by a certified arborist. Developer shall ensure that pruning is carried out with consideration for the health and natural growth of plant materials and to maintain clear visibility for motorist and bicyclist, vertical clearance for pedestrians, bicyclist, and truck traffic where applicable, and to prevent potential roadway hazards. Landscaping within a visibility triangle shall be pruned in compliance Sections 78-254 (d) (5) and Section 34-7 of the Town Code.

e. Staking and Guying. All staking materials, except for replacements, shall be removed by the earlier of the expiration of any applicable warranty period or one year from installation. Staking and guying attachment materials shall be securely fastened and closely monitored so that they do not create public hazards.

f. Turf Mowing. All grassed areas shall be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape.

g. Weeding/Herbicide. All planting areas shall be maintained as weed free as reasonably practicable, by maintaining proper mulch levels. Any damage resulting from chemical herbicide overspray onto plant materials shall be remedied by Developer by restoration of the plantings to the Approved Plans.

h. Plant Replacement. Plant replacement shall be substantially the same species, specification, size and quality, provided under the Approved Plans. Should it become necessary to change the species, then prior to any replacement, Developer shall submit the proposed species to be substituted to the Community Development Department. Any such change shall be subject to its reasonable approval.

5.2 **Irrigation System**. Irrigation systems shall be operated in accordance with Chapter 34, Article III of the Town Code. Developer shall use commercially reasonable efforts to ensure there is no roadway overspray from the irrigation system during high traffic period, shall operate the system in compliance with Chapter 34, Article III of the Town Code, and shall adhere to any mandated water restrictions. To ensure water conservation, the irrigation system shall be monitored for water leaks and the rain sensors regularly checked to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall. All utility costs associated

with the irrigation systems, including the on-going cost of water, shall be the responsibility of the Developer.

5.3 **Utilities**. All costs associated with the utilities associated with the irrigation systems, including the on-going cost of water, are Developer's responsibility.

5.4 **Sidewalk and Hardscape**. The portion of the sidewalk, with specialty surfacing and/or pavers, and any hardscape and planters within the Maintenance Area shall be maintained and repaired as necessary so that such areas do not become a safety hazard. If the sidewalk/hardscape becomes damaged and requires replacement, it shall be replaced with substantially the same type and specifications as shown on the Approved Plans. Developer shall provide maintenance, and repair or replace any portion of the curb and sidewalk in the Maintenance Area which is lifted, cracked or damaged due to roots extending from the Streetscape Improvements as necessary to prevent a safety hazard and to maintain the aesthetics.

5.5 **Tree Grates**. If tree grates are required under the Approved Plans or are provided, the Developer shall maintain all tree grates in such a manner as to prevent any potential tripping hazards and protect damage to the tree grates and trees. If the tree grate(s) becomes damaged, grates shall be replaced with the same type and specifications as originally approved.

5.6 **Landscape Lighting**. Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture so the same shall not become a safety hazard. If the lighting fixtures and system become damaged and require replacement, they shall be replaced with substantially the same type and specification identified in the Approved Plans.

5.7 **Stormwater Infrastructure**. Developer shall inspect and maintain all stormwater infrastructure within the Maintenance Area, including but not limited to catch basins, exfiltration trenches, pipes, control structures, and connection points, ensuring that these components remain free of obstruction and perform as designed. The Developer shall perform such maintenance in accordance with Town and South Florida Water Management District (SFWMD) standards.

5.8 **Streetscape Furniture and Enhancements**. Developer shall maintain and repair, or if necessary, replace, any bike racks, garbage cans, or other street furniture or enhancements installed in the Maintenance Area by Town as of the date of this Agreement, or by Developer as part of the Streetscape Improvements, so the same shall not become a safety hazard and to maintain the aesthetics. Replacement items shall comply with the Approved Plans.

5.9 **Litter**. Developer shall keep the Maintenance Area reasonably free from litter, and shall be responsible for collecting the garbage from the garbage cans installed within the Maintenance Area.

5.10 **Standard of Maintenance**. The Developer shall provide maintenance and operation services in a diligent, careful and thorough manner consistent with good property management practice. Any of the foregoing standards requiring the prevention of a hazard shall refer to a hazard caused by the Developer's failure to properly maintain the applicable Streetscape Improvements in accordance with good property management practice.

5.11 **Compliance with Laws**. In performing its maintenance and repair obligations, the Developer shall promptly comply with the applicable statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies; however the Developer shall not be required to install any additional Streetscape Improvements within the Maintenance Area. Furthermore, Developer shall secure any applicable local, state, or federal permits necessary for the fulfillment of its obligations herein.

6. **Failure to Maintain**. If at any time it is determined by the Town that Developer is not reasonably maintaining the Maintenance Area pursuant to the terms of this Agreement, the Town may, at its option, issue a written notice to Developer of each deficient maintenance. If Developer does not correct and improve such deficient maintenance within thirty (30) calendar days of receipt of the Town's written notice (the "**Cure Period**"), the Town may declare Developer to be in breach of this Agreement and may cause such deficiencies to be corrected and, in addition to any other rights and remedies it may have, the Town may make any necessary corrections or improvements and bill Developer for the actual documented costs of such correction, plus a reasonable administrative fee, not to exceed 15% of the documented costs, and a reasonable attorney fee. Developer shall then remit to the Town the amount so billed within thirty (30) calendar days of Developer's receipt of such bill. However, if Developer has commenced the appropriate actions to cure the violation within the Cure Period and thereafter diligently and actively continues to cure of the violation, then the Town may extend the Cure Period for so long as the Town deems reasonably necessary to cure such violation given the nature or the violation and other factors not within Developer's direct control. Notwithstanding the foregoing, Developer acknowledges that, in the event of a failure to cure the violation, or after more than one (1) uncured violation in a calendar year, or a series of uncured violations for failure to maintain the Streetscape Improvements over several years, the Town reserves the right, following the applicable notice and Cure Period, to remove the Streetscape Improvements within the right-of-way and charge the Developer the reasonable costs of such removal. As an alternative or additional remedy, the Town may pursue its remedies set forth in Chapter 162, Florida Statutes and the Town Code as a code violation against Developer's property because of its failure to comply with the Approved Plans as incorporated into the Development Order for the Project.

7. **Future ROW Streetscape Improvements**. Developer acknowledges and agrees that the Town reserves authority over the roads and rights-of-way owned by the Town and that it has the right to make such changes to the configuration and traffic pattern of the roads and/or rights of way within the Maintenance Area as it deems appropriate. Developer understands and agrees that Streetscape Improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future, as determined to be necessary by the Town. Developer shall be given not less than sixty (60) calendar days notice to remove any of the said Streetscape Improvements at the Developer's expense. In the event the Town makes changes to the configuration or traffic pattern of the rights of way within the Maintenance Area, or makes any improvements in the Maintenance Area, the Town shall have no liability to Developer for any damage that may occur to the Streetscape Improvements in the Maintenance Area.

8. **Developer's Additional Streetscape Improvements**. Developer shall not make any additional improvements in the Maintenance Area unless the plans for such additional improvements have been previously approved in writing by the Town.

9. **Town's Responsibilities**.

The Town shall have no obligation for the maintenance, repair, or replacement of any Streetscape Improvements or other elements within the Maintenance Area, as such responsibilities are solely those of the Developer. Notwithstanding the foregoing, the Town shall be responsible for, and shall promptly reimburse the Developer for, any damage to the Streetscape Improvements directly caused by the negligent or intentional acts or omissions of the Town, its employees, agents, or contractors while performing Town-related work or operations within or adjacent to the Maintenance Area.

9.1 For the purposes of this Agreement, "negligence" shall mean the failure to exercise the level of care that a reasonably prudent person or entity would exercise under similar circumstances, resulting in physical damage to the Streetscape Improvements or Maintenance Area. This provision shall not be construed to impose upon the Town any duty of maintenance, inspection, or operational control over the Maintenance Area or to create any liability for damage resulting from normal wear and tear, acts of third parties, weather events, or the Developer's failure to maintain the area in accordance with this Agreement.

10. **Term**.

10.1 This term of this Agreement shall be in perpetuity and any subsequent amendments to this Agreement shall be in writing and executed by both parties, and shall only expire in the event that the Streetscape Improvements are removed. Should any portion of the Streetscape Improvements be removed, this Agreement, and the Developer's obligations hereunder with respect to such portion, shall be deemed terminated as to the removed Streetscape Improvements but shall remain in full force and effect as to any remaining Streetscape Improvements unless otherwise terminated.

10.2 Notwithstanding anything to the contrary, the Town may unilaterally elect to terminate this Agreement for convenience by giving thirty (30) days' prior written notice to Developer. Upon such termination, the Developer shall be released from its obligations under this Agreement, and this Agreement shall be deemed terminated.

10.3 The termination of this Agreement shall not modify any approvals or-other rights of the Developer unless (a) such approvals or rights were conditioned on the Developer's compliance with this Agreement and (b) this Agreement was terminated by the Town due to a breach of this Agreement which was not cured within the Cure Period.

11. **Insurance**.

11.1 Developer shall, upon the completion of the Streetscape Improvements and issuance of a Certificate of Occupancy from the Town for the Project, maintain from a company or companies lawfully authorized to do business in Florida, such insurance to protect the Town from claims which may arise out of the installation of Streetscape Improvements in the right-of-way and/or Developer's failure to maintain the Maintenance Area in accordance with this Agreement, or by a contractor, subcontractor, agents, or employees of Developer, or by anyone directly or indirectly employed by Developer or by anyone for whose acts Developer may be liable.

11.2 The insurance required shall be written for not less than the following limits of liability, adjusted every five (5) years to ensure coverages in the present-day equivalent coverages amounts shown below. Coverages shall be maintained without interruption from the effective date of this Agreement until the termination or expiration of this Agreement. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment which may be attained through the annual renewal process.

11.3 Developer shall maintain the following minimum insurance coverages for the Maintenance Area.

a. Commercial General Liability: Commercial general liability insurance with limits not less than $1,000,000.00 per each occurrence.

b. $2,000,000.00 general aggregate. May not be subject to a self-insured retention or deductible exceeding $50,000.00.

c. CGL coverage will include coverage for bodily injury, property damage and personal and advertising injury as defined in the current version of the ISO CG0001 form.

11.4 **Additional Insured**. The "Town of Lake Park" shall be covered as additional insureds on all insurance policies.

11.5 **Certificate of Insurance**. Developer shall annually furnish proof of the required insurance to the Town Manager. To be acceptable to the Town, each insurance certificate shall show the Town as an additional insured and should contain a clause substantially as follows:

> "Should the above-described policies be canceled, not renewed, or materially modified before the expiration date, the issuing insurance company will mail thirty (30) days' written notice to the Town Manager of the Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403."

11.6 The Town shall continue to maintain its current insurance policies unless the Town Commission should determine otherwise during the term of this Agreement.

12. **Bonds**.

12.1 **Performance Bond**. In the event any single contract for work within the Maintenance Area is $200,000.00 or more, Developer shall cause its contractor(s) to provide, on forms acceptable to the Town, a one hundred percent (100%) performance bond(s) in an amount not less than the total contract price by a surety company acceptable to Town, and which names the Town as a co-obligee under the bond.

12.2 **Payment Bond**. In the event any single contract for work within the Maintenance Area is $200,000.00 or more, Developer shall cause its contractor(s) to provide, on forms acceptable to the Town, a one hundred percent (100%) payment bond in an amount not less than the total contract price covering payments to all claimants, as defined in Section 255.05(1), Fla. Stat., supplying such contractor with labor, materials, or supplies, used directly or indirectly in the

work provided for in the contract, by a surety company acceptable to the Town, and which names the Town as a co-obligee under the bond.

12.3 **Recording of Bonds**. Developer shall cause its contractor(s) to record the required bonds in the public records of Palm Beach County and Developer shall provide certified copies of the recorded bonds to Town not more than ten (10) days from the date of recording and before the commencement of any work within the Maintenance Area with a contract value of $200,000 or more.

12.4 **Bond Requirements**. Notwithstanding anything to the contrary contained herein, the bonding requirements set forth in this Section 12 shall not apply to any Streetscape Improvements being installed in connection with the Project; rather, these bonding requirements, if applicable, shall only apply to work within the Maintenance Area in the future, that is, after the Streetscape Improvements have been installed in connection with the Project and after the Town has issued a Certificate of Occupancy for the Project.

13. **Notice of Claims**. In the event Developer is notified in writing of any third-party claim for damages, or liens related to the Maintenance Area, Developer shall provide written notice of such claim or lien with all related facts and documents in Developer's knowledge or possession, to the Town, within ten (10) calendar days of Developer's receipt of written notice of such claim.

14. **Indemnification**. Developer shall indemnify and hold harmless the Town (the "Indemnified Parties") from all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Developer, its contractors, employees and agents, and any other persons directly or indirectly employed or utilized by Developer in the performance of its maintenance obligations under this Agreement. Developer agrees to pay all such claims and losses and shall defend all such suits, in the name of the Indemnified Parties, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section shall not be construed to require Developer to indemnify the Indemnified Parties against the consequences of their own negligence, or intentional acts or omissions. Developer and Town specifically agree that any contractual liability of Town to Developer under this Agreement shall be limited to the same amounts established in Section 768.28, Florida Statutes. Nothing in this Developer shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

15. **Developer's Additional Responsibilities**.

15.1 **Claims**. In the event of any third-party claims for damages related to the Maintenance Area, Developer shall immediately provide written notice of such claim with all related facts and documents to the Town. Likewise, if the Town is served with any claim arising from the Maintenance Area which alleges circumstances triggering the indemnity in Article 14, the Town shall immediately notify Developer of same.

15.2 **Permits**. Developer shall secure any applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

15.3 **Flow of Traffic**. Should Developer need to restrict the flow of traffic on the roadways near the Maintenance Area in order to perform its maintenance obligations, Developer shall provide written notice to the Community Development Department and specify the days and times necessary to restrict traffic and shall comply with all applicable governmental requirements related to restricting the normal flow of traffic.

15.4 **E-Verify**. Developer, and its contractors, shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Developer to provide work in connection with the Maintenance Area during the term of this Agreement and to expressly require any contractors performing maintenance services pursuant to this Agreement to utilize the E-Verify system to verify the employment eligibility of new employees.

15.5 **Compliance with Law**. Developer shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement.

16. **No Interest or Estate**. Except for the right of access to conduct its responsibilities under this Agreement and/or the maintenance of the Maintenance Area, this Agreement does not create in Developer any claim of any interest or estate of any kind or extent whatsoever in the Maintenance Area by virtue of this Agreement.

17. **No Third Party Beneficiaries**. No person or entity other than the parties to this Agreement shall be deemed a beneficiary of this Agreement.

18. **Covenant Running with the Land; Recording**. Developer's responsibilities under this Agreement shall be a covenant running with the land, and shall be binding upon and inure to the benefit of Developer's successors and/or assigns in title to the Developer's property. Upon Developer's transfer of fee title to its property, such successor-in-title shall be deemed to have automatically assumed Developer's obligations under this Agreement and Developer shall be released from all further obligation and liability under this Agreement.

19. **Recording**. Developer shall record this Agreement in the Public Records of Palm Beach County indexed to the Developer's property. Upon its receipt of the Agreement with the recording information stamped thereon, Developer shall provide a copy of the Agreement which contains the recording information to the Town's Community Development Department for its file.

20. **Assignment**. This Agreement shall inure to the benefit of the parties' successors and assigns. Developer may assign this Agreement to the Association without the Town's approval. Upon such assignment, the Developer shall be fully released from all claims, obligations, and liability arising under this Agreement from and after the effective date of the assignment. Upon any assignment to the Association, the Association shall immediately become responsible for all of the Developer's obligations.

21. **Notices**. Any notice given under this Agreement shall be in writing and sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at the place as specified, and the place for giving of notice in compliance with provision of this paragraph. For the present, the parties designate the following as the respected places for giving of notice:

To the Town:	Town of Lake Park Attn: Town Manager Town Hall 535 Park Avenue Lake Park, Florida 33403
With Copy to:	Town Attorney Town of Lake Park 535 Park Avenue Lake Park, Florida 33403
To Developer:	Forest Development, LLC 11231 US Highway 1 Suite 354 North Palm Beach, Florida 33408
With Copy to:	Saul Ewing LLP 701 Brickell Avenue, 17th Floor Miami, FL 33131 Attn: Anthony Kang, Esq.

22. **Public Records**. The Developer shall keep and maintain all plans, drawings, construction documents, technical specifications, specifications, correspondence, computer files, emails, and/or reports prepared with respect to the maintenance of the Streetscape Improvements in the Maintenance Area. Any request to inspect or copy public records relating to the maintenance of the Maintenance Area shall be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Developer of the request, and the Developer shall provide the records to the Town or allow the records to be copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town. The Developer shall ensure that public records that the Town has previously informed the Developer are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of Town facilities and systems and once so designated, shall not be disclosed by Developer, except as authorized by law and specifically authorized by Town. Upon expiration or termination of this Agreement, the Developer shall transfer, at no cost, to the Town all public records in possession of Developer related to the maintenance of the Streetscape Improvements in the Maintenance Area. Developer shall destroy any duplicate public records that the Town has designated as exempt or confidential and exempt from public records disclosure requirements. Failure of the Developer to provide public records to the Town within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for

termination of this Agreement by the Town, in addition to any other remedies available under this Agreement or by law.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
561-881-3311
TownClerk@lakeparkflorida.gov

23. **Non-discrimination**. Developer shall not discriminate against any person in performing its obligations under this Agreement because of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for treatment.

24. **Non-Binding Mediation**. Prior to the commencement of any court action arising out of this Agreement, the parties agree to attempt to resolve the dispute through non-binding mediation with a mediator mutually acceptable to both parties. The costs of such mediation shall be shared equally by the parties.

25. **Governing Law; Jurisdiction; Venue; Litigation**. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties hereby irrevocably submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, for state law claims, or the Southern District of Florida, for any federal claims. The Developer agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens.

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 AGREEMENT.

26. **Severability**. Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the provision declared to be invalid, and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

27. **Waiver**. No delay or failure on the part of the Town to exercise any right or remedy occurring to the Town upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the Town from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by the Town shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it

is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

28. **Estoppel Certificate**. Town agrees, within fifteen (15) days after request by Developer, to execute, acknowledge and deliver to Developer or to any prospective purchaser, assignee or mortgagee designated by Developer, a certificate stating: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified, and identifying the modification agreements); (ii) whether or not there is an existing default by Developer under this Agreement of which the Town has knowledge, and if there is any such default, specifying the nature and extent thereof; (iii) whether or not there are any defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Town; and (iv) such other matters concerning the status of this Agreement or the performance by Developer of its obligations hereunder as shall be reasonably requested.

29. **Entire Agreement**. This Agreement and any exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Right-of-Way Improvement & Maintenance Agreement as of the date executed by the Town, which shall execute last.

Witness:	Forest Development, LLC, a limited liability company
By:_____	By:_____ Peter Baytarian, Manager
Print Name:_____	Date:_____

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged, sworn and subscribed before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2025, by _____, who [ ] is personally known to me or [ ] has produced a _____ as identification.

[SEAL] _____
Notary Public

ATTEST:

By:_____

Name: _____

Title: _____

Date:_____

TOWN OF LAKE PARK

By:_____

Name: _____

Title: _____

Date:_____

EXHIBIT A

(APPROVED PLANS)

EXHIBIT B

(MAINTENANCE AREA)

Exhibit C

(DEVELOPER'S PROPERTY)

PARCEL 1:
LOTS 13, 14 AND 15, LESS COUNTY ROAD RIGHT-OF-WAY; AND THE WEST 70 FEET OF LOTS 32, 33 AND 34, ALL IN BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PAGE BOOK 8, PAGE 15 AND 23.

PARCEL 2:
LOTS 9, 10, 11 AND 12, AND THE WEST 76.70 FEET OF LOTS 35, 36, 37 AND 38, ALL IN BLOCK 114, KELSEY CITY (N/K/A LAKE PARK), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 23, LESS THAT PORTION CONVEYED FOR ROAD RIGHT-OF-WAY DESCRIBED IN DEED BOOK 803, PAGE 223, AND DEED BOOK 803, PAGE 305, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:
THE EAST 210 FEET OF LOTS 35, 36, 37 & 38, BLOCK 114, LAKE PARK (FORMERLY KELSEY CITY), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 4:
LOTS 1 TO 8, BOTH INCLUSIVE, BLOCK 114, LESS THE WEST 20 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE WEST 108 FEET OF LOTS 39 TO 46, BOTH INCLUSIVE, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 5:
LOTS 39, 40, 41, 42, 43, 44, 45 AND 46, BLOCK 114, LESS THE WEST 108 FEET THEREOF KELSEY CITY, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 23.

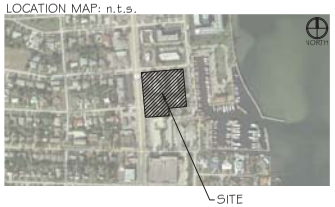
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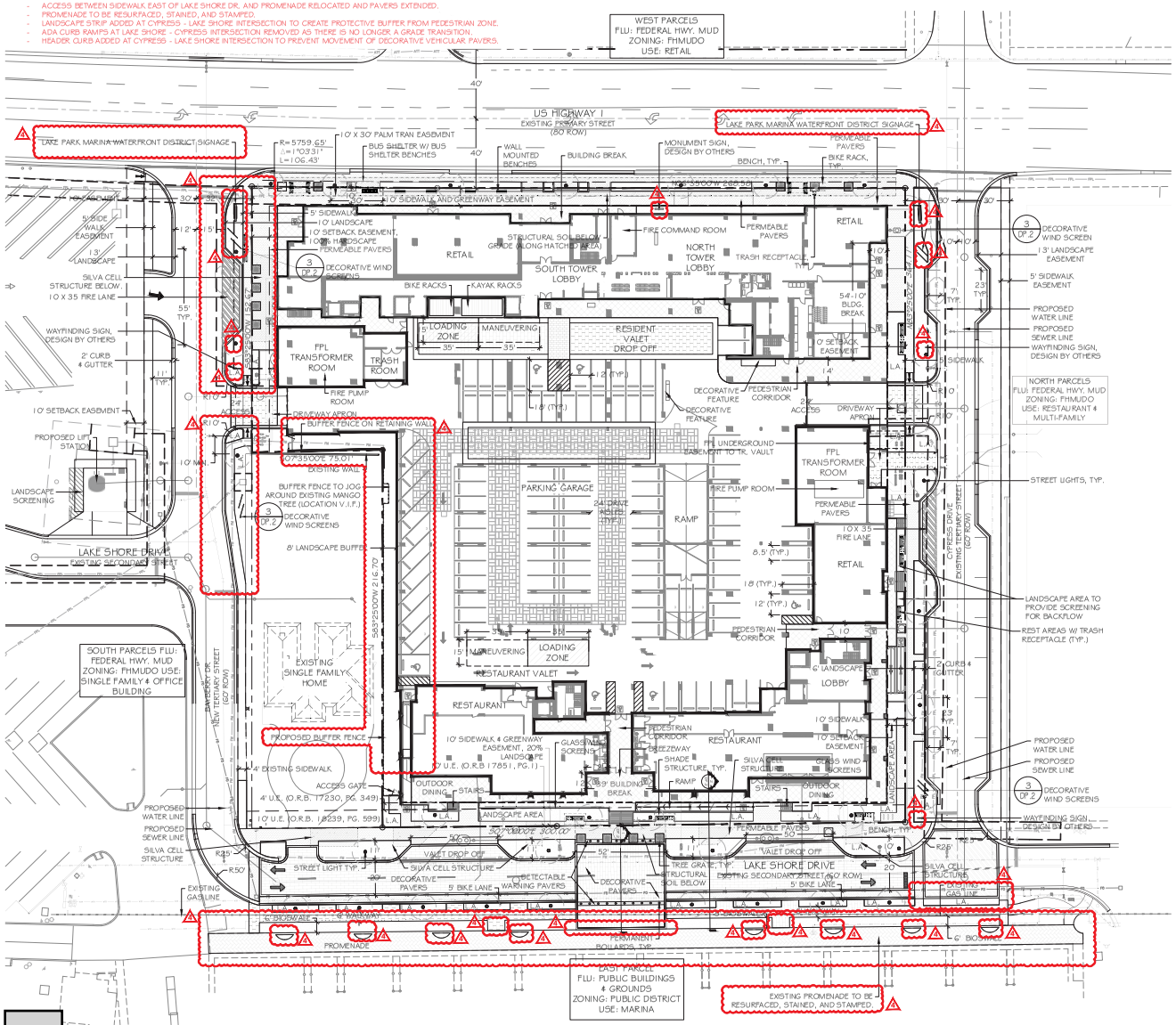
PROPERTY DEVELOPMENT REGULATIONS CHART

ZONING DISTRICT (MU)	LOT DIMENSIONS: LOT AREA	WIDTH	FRONTAGE: FEDERAL	LAKESHORE	CYPRESS	BAYBERRY	DEPTH	PODIUM SETBACKS: FRONT (FEDERAL)	SIDE (CYPRESS & BAYBERRY)	REAR (LAKESHORE)	TOWER SETBACKS: PRIMARY STREET	TERTIARY STREET	SECONDARY STREET
MIN.	N/A	200'	90%	80%	50%	50%	150'	10	10'	10'	20'	10'	20'
MAX.	N/A	375'	N/A	N/A	N/A	N/A	N/A	20'	20'	20'	N/A	N/A	N/A
PROPOSED	2.78 AC	265.58'	90%	86%	94%	92%	364.11'	10'-2"	10'-6" - CYPRESS 14'-6" - BAYBERRY	10'-1"	30'-4"	20'-6"	30'-2"

REVISIONS - 10/04/2024
- LAKE PARK MARINA WATERFRONT DISTRICT SIGNAGE ADDED ON NORTH AND SOUTH INTERSECTIONS OF BROADWAY.
- WEST SIDE OF BAYBERRY DR UPDATED TO MATCH CIVIL.
- WIND SCREENS LOCATIONS ON BAYBERRY DR UPDATED TO AVOID CONFLICTS WITH SHIFTING CURB LINES.
- LIGHT POLE LOCATIONS ON WEST OF BAYBERRY DR UPDATED TO AVOID CONFLICT WITH SHIFTING CURB LINES.
- GRADE TRANSITION AT PROMENADE ALONG LAKE SHORE HAS BEEN REVISED AS PER UPDATED CIVIL ENGINEERING UPDATES.
- RESIDENTIAL BUFFER UPDATED TO SHOW RETAINING WALL ALONG THE PROPERTY LINE WITH A 6' BUFFER FENCE MOUNTED ATOP THE WALL.
- NAUTILUS MONUMENT SIGN ADDED ON BROADWAY.
- NAUTILUS WAYFINDING SIGNS ADDED ON CYPRESS AND BAYBERRY.
- PLANTER WALLS AT BIOSWALE REMOVED AS THEY ARE NOT REQUIRED.
- 8 EXISTING ROYAL PALMS AND PLANTING AREAS ON PROMENADE WILL BE PRESERVED.
- ACCESS BETWEEN SIDEWALK EAST OF LAKE SHORE DR. AND PROMENADE RELOCATED AND PAVERS EXTENDED.
- PROMENADE TO BE RESURFACED, STAINED, AND STAMPED.
- LANDSCAPE STRIP ADDED AT CYPRESS - LAKE SHORE INTERSECTION TO CREATE PROTECTIVE BUFFER FROM PEDESTRIAN ZONE.
- ADA CURB RAMPS AT LAKE SHORE - CYPRESS INTERSECTION REMOVED AS THERE IS NO LONGER A GRADE TRANSITION.
- HEADER CURB ADDED AT CYPRESS - LAKE SHORE INTERSECTION TO PREVENT MOVEMENT OF DECORATIVE VEHICULAR PAVERS.

LOCATION MAP: n.t.s.





SITE DATA

ADDRESS	220 LAKE SHORE DRIVE, LAKE PARK, FL 33403
PCN(s)	36434220011140010/40090/40352/40351/40130 36434221260000010/20/30/40/50/60/70/80/90/100
APPLICANT	FOREST DEVELOPMENT, LLC
CURRENT USE	COMMERCIAL & RESIDENTIAL
PROPOSED USE	MIXED USE DEVELOPMENT
ZONING	MIXED USE (MU)
DISTRICT OVERLAY	FEDERAL HWY. MIXED USE DISTRICT OVERLAY
TOTAL SITE AREA	2.78 ACRES
TOTAL RESIDENTIAL UNITS	342
RETAIL	9,178 SF
RESTAURANT	14,550 SF
OFFICE	12,111 SF
MAXIMUM IMPERVIOUS AREA	90%
PROPOSED IMPERVIOUS AREA	107,708 SF (89%)
MINIMUM PERVIOUS AREA	10%
PROPOSED PERVIOUS AREA	13,389 SF (11%)
PROPOSED BUILDING COVERAGE	86%
TOTAL FLOORS	23
PROPOSED BUILDING HEIGHT	250
PODIUM ACTIVE LINER LEVELS	5
PODIUM HEIGHT	52'-0"
MAX. BUILDING FAR	6.80
PROPOSED BUILDING FAR	6.78
HANDICAP PARKING REQUIRED	18
HANDICAP PARKING PROVIDED	18
REQUIRED PRIVATE OPEN SPACE	12,110 SF (10% OF TOTAL SITE AREA)
PROVIDED PRIVATE OPEN SPACE	60,610 SF (50%) -6TH FLOOR AMENITY DECK: 49,560 SF -ROOFTOP AMENITY DECK: 11,050 SF

PARKING DATA

RETAIL (9,178 SF) - 2 SP/1000 SF						19	
RESTAURANT (14,550 SF) - 10 SP/1000 SF						146	
OFFICE (12,111 SF) - 2 SP/1000 SF						25	
RESIDENTIAL							
2 BEDROOM (237) - 1.5 SP/ UNIT						356	
3 BEDROOM (93) - 2 SP/ UNIT						186	
GUEST (EFFICIENCY UNITS) 1 BEDROOM (12) - 1 SP/ UNIT						12	
GUEST PARKING - 1 SP/ 20 UNITS						17	
TOTAL BASE PARKING REQUIRED						761	
PARKING TO BE PROVIDED FOR PUBLIC BENEFIT						100	
TOTAL OVERALL PARKING REQUIRED						861	

PARKING LOCATION	PARALLEL	REGULAR	COMPACT	TANDEM	HANDICAP	TOTAL # OF STALLS	ADD'L LIFT PKG.
STREET PARKING	13					13	
LEVEL A - P1		90	9	6	6	111	3
LEVEL B - P2		91	18	50	2	161	
LEVEL C - P3		101	30	64	4	199	
LEVEL D - P4		103	30	64	4	201	
LEVEL E - P5		123	46	20	2	191	50
TOTAL PARKING PROVIDED						876	53

COMMERCIAL BICYCLE PARKING REQUIREMENT	
1 SPACE/ 10 REQUIRED VEHICULAR SPACES	19 BIKE SPACES
RESIDENTIAL BICYCLE PARKING REQUIREMENT	
1 SPACE/ 10 REQUIRED VEHICULAR SPACES	57 BIKE SPACES
TOTAL BICYCLE PARKING REQUIRED	76 BIKE SPACES
BICYCLE PARKING PROVIDED	
LEVEL A - P1 - 14 SPACES	
LEVEL B - P2 - 8 SPACES	
LEVEL C - P3 - 5 SPACES	
LEVEL D - P4 -4 SPACES	
LEVEL E - P5 - 11 SPACES	
SECURE BICYCLE STORAGE DISTRIBUTION 4 USE (LEVEL B-P2) - 36	
TOTAL BICYCLE PARKING PROVIDED - 80	



PROJECT TEAM

DEVELOPER
FOREST DEVELOPMENT, LLC
105 LAKE SHORE DR E60
LAKE PARK, FL 33403

OWNERS REPRESENTATIVE
ZABIK & ASSOCIATES, INC.
11398 OKEECHOBEE BLVD. SUITE 2
ROYAL PALM BEACH, FL 33411
561-791-2468

ARCHITECT
RD ARCHITECTS
420 E PALMETTO PARK DR.
BOCA RATON, FL 33432
786-762-2679

SURVEYOR
BASELINE LAND SURVEY, LLC
1400 NW 1st CT.
BOCA RATON, FLORIDA 33432
561-417-0700

CIVIL ENGINEER
SIMMONS & WHITE, INC.
2581 METRO CENTRE BLVD. SUITE 3
WEST PALM BEACH, FL 33407
561-478-7848

LANDSCAPE ARCHITECT
INSITE STUDIO, INC.
8144 OKEECHOBEE BLVD. SUITE A
WEST PALM BEACH, FL 33411
561-249-0940

NORTH — SCALE: 1" = 30'

insite studio
planning + landscape architecture
8144 Okeechobee Blvd. Suite A, West Palm Beach, FL 33411
phone: 561.249.0940 e-mail: info@insitestudio.com
www.insitestudio.com | Lic.#: LC26000606

Consultants:

Revisions:
- 09/09/2022 - ISSUED FOR CONSTRUCTION
- 12/01/2022 - 2ND BLDG. DEPT. REVIEW COMMENTS
- 08/11/2023 - PERMIT REVISION #2 PHASE 1
- 09/08/2023 - PERMIT REVISION #2 PHASE 2
- 07/12/2024 - REVISIONS
- 10/04/2024 - REVISIONS

NAUTILUS 220
Lake Park, Florida

Bryan Donahue

ALWAYS CALL 811 / TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED
Sunshine811.com

Drawn By: RG
Drawing #: 1075
Date: 02/15/2022

SITE PLAN

SHEET NUMBER

A BIKE RACK
SCALE = N.T.S.



ANOVA FURNISHINGS: ALLURE
CAPACITY: 2 BIKES
PLACED IN GROUPS OF 3
SURFACE MOUNTED
FINISH: POWDER COATED ALUMINUM

B TRASH RECEPTACLE
SCALE = N.T.S.



ANOVA FURNISHINGS: BEACON HILL
RECYCLED PLASTIC RECEPTACLE
BONNET TOP
FRAME COLOR: TEXTURED PEWTER
SLAT COLOR: MAHOGANY HORZ.

C BENCH
SCALE = N.T.S.



ANOVA FURNISHINGS: ALLURE BENCH
RECYCLED PLASTIC SLATS
COLOR: MAHOGANY
STEEL & ALUMINUM
DIMENSIONS: 33"H x 25"W x 49"L
W/ SLEEP DETERRENTS

D SURFACE MOUNTED BENCH ON STEM WALL
SCALE = N.T.S.



ANOVA FURNISHINGS: ALLURE BENCH
RECYCLED PLASTIC SLATS, COLOR: MAHOGANY
STEEL AND ALUMINUM
DIMENSIONS: 20"H x 24"W x 73"L
SURFACE MOUNTED
W/ SLEEP DETERRENTS

E LAKE PARK MARINA WATERFRONT DISTRICT SIGNAGE
SCALE = N.T.S.



REVISIONS - 10/04/2024
- LAKE PARK MARINA WATERFRONT DISTRICT SIGNAGE DESIGN REVISED.
- BUS SHELTER AND SHADE STRUCTURE RE-SPECIFIED DO TO ORIGINAL PRODUCT BEING DISCONTINUED.
- GROUND LEVEL PAVERS COLORS UPDATED.
- DECORATIVE SCREEN DESIGN REVISED.
- WAYFINDING SIGN DESIGN REVISED.
- MONUMENT SIGN DESIGN REVISED.

F BUS SHELTER W/ BUS SHELTER BENCHES
SCALE = N.T.S.



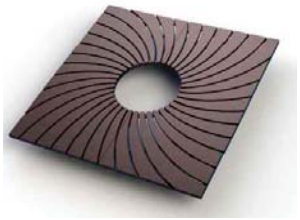
HANDI-HUT:
BUSH SHELTER: 5 SERIES
COLOR: POWDER COATED LIGHT GRAY
WALL: PERFORATED ALUMINUM
ROOF: BARREL STYLE
ROOF MATERIAL: POLYCARBONATE - WHITE
OPTIONS: BENCH W/ DIVIDERS

G SHADE STRUCTURE
SCALE = N.T.S.



HANDI-HUT:
SHADE STRUCTURE: AERO SHELTER - VELO PARK
COLOR: POWDER COATED LIGHT GRAY
ROOF: POLYCARBONATE - WHITE

H TREE GRATE TYP.
SCALE = N.T.S.



IRONSMITH TREE GRATES
5' X 5'
CAST ALUMINUM NATURAL
/36 GRIT RANDOM ORBITAL
BRUSHED FINISH

I DECORATIVE STREET LIGHTS
SCALE = N.T.S.



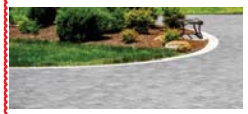
INVUE: LUXESCAPE COLLECTION
BANNER ARMS TO BE CUSTOM ADDED
FINISH: CLEAR ANODIZED ALUMINUM

J BOLLARDS
SCALE = N.T.S.



INVUE: ABB ARBOR BOLLARD
FINISH: CLEAR ANODIZED ALUMINUM

K PERMEABLE PAVERS
SCALE = N.T.S.



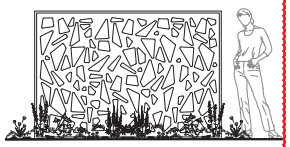
BELGARD: AQUALINE PAVER
DIMENSIONS: 4.5"X4.5"+4.5"X9+9"X9"
COLOR: TITANIUM
PATTERN: SEE DETAIL SHEET HP.2.2

L DECORATIVE PAVERS (ROAD)
SCALE = N.T.S.



BELGARD:
CATALINA GRANA + HOLLAND STONE
DIMENSIONS: 4"X8", 8"X8", 8"X12"
COLOR: TITANIUM
PATTERN: SEE DETAIL SHEET HP.2.2

M DECORATIVE WIND SCREEN
SCALE = N.T.S.

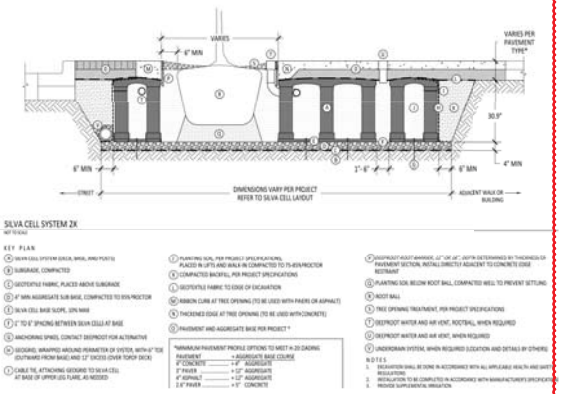


CUSTOM LASER CUT PANELS
FINAL DESIGN TBD
8'W X 5.5'HT

N GLASS WIND SCREEN
SCALE = N.T.S.



SPECIFIC MODEL TBD
8' HT

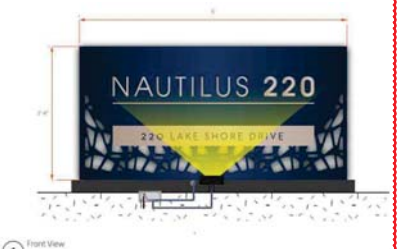
O


P WAYFINDING SIGN
SCALE = N.T.S.



CUSTOM WAYFINDING SIGN
FINAL DESIGN TBD

Q MONUMENT SIGN
SCALE = N.T.S.



CUSTOM MONUMENT SIGN
FINAL DESIGN TBD

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NAUTILUS 220
Lake Park, Florida

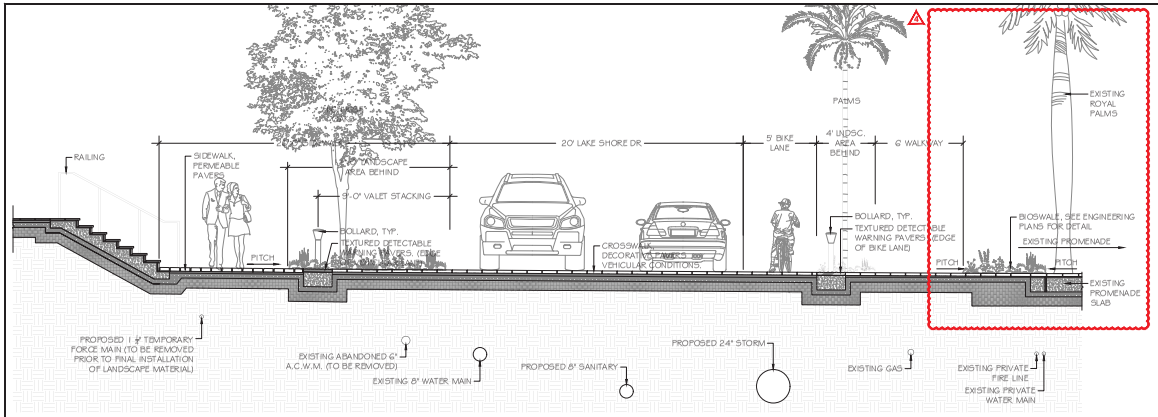
Bryan Donahue

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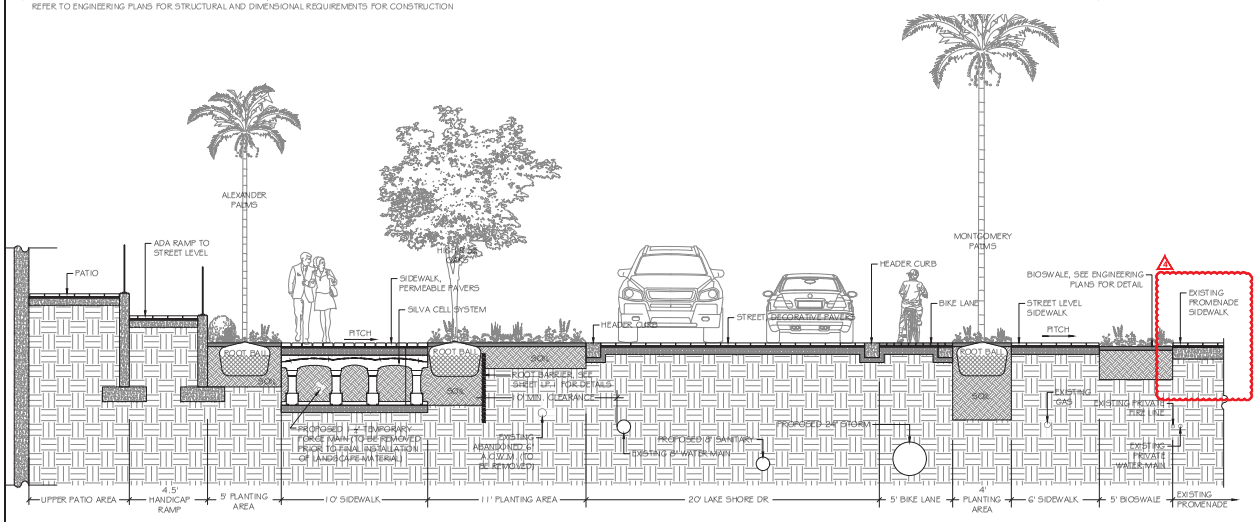
Drawn By: RG
Drawing #: 1075
Date: 02/15/2022

DETAILS

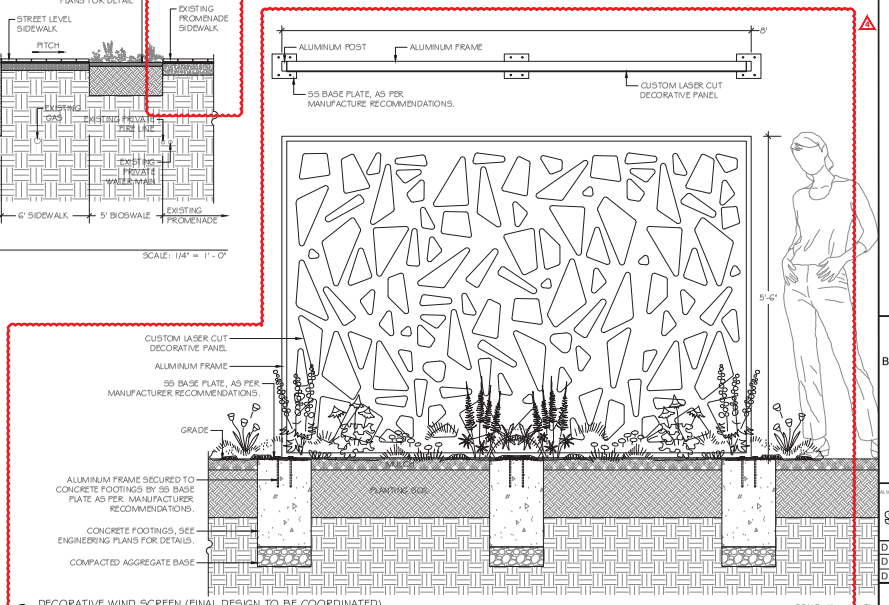
SHEET D-1



1 LAKE SHORE DRIVE SECTION
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION
SCALE: 1/4" = 1' - 0"



2 LAKE SHORE DRIVE SECTION
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION
SCALE: 1/4" = 1' - 0"



3 DECORATIVE WIND SCREEN (FINAL DESIGN TO BE COORDINATED)
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION. FINAL FUNCTIONAL DESIGN OF WIND SCREEN TO BE COORDINATED BETWEEN WIND CONSULTING COMPANY AND DESIGNERS.
SCALE: 1" = 1' - 0"

REVISIONS - 10/04/2024
- LAKE SHORE SECTIONS UPDATED TO SHOW FINAL TOPOGRAPHIC TRANSITIONS AT PROMENADE.
- DECORATIVE WIND SCREEN DESIGN UPDATED.

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NAUTILUS 220
Lake Park, Florida

Bryan Donahue

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Sunshine811.com

Drawn By: RG
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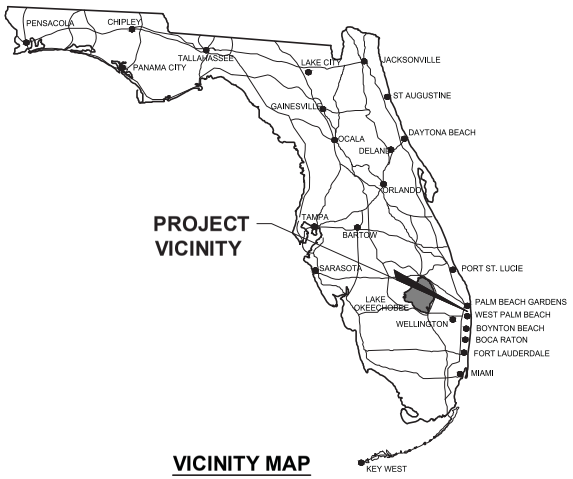
DETAILS

SHEET NUMBER D-2

TOWN OF LAKE PARK
REVIEW COMPLIANCE

SITE DEVELOPMENT PLANS FOR
NAUTILUS 220

SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
1	TITLE SHEET
2	DEMOLITION PLAN
3	MASTER PLAN
4-7	PAVING AND DRAINAGE PLAN
8-10	PAVING AND DRAINAGE DETAILS
11	POLLUTION PREVENTION PLAN
12-15	WATER AND WASTEWATER PLAN
16	SANITARY SEWER PROFILE
17-23	FORCE MAIN PROFILE PLAN
24-28	WATER AND WASTEWATER DETAILS
29-30	LIFT STATION PLAN AND DETAILS

- FDOT ACCESS PERMIT: 2020-A-496-00055
- FDOT DRAINAGE PERMIT: 2020-D-496-00020
- FDOT LANDSCAPE PERMIT: 2022-L-496-00005
- FEDERAL HIGHWAY SPEED LIMIT: 35 MPH
- REFER TO FDOT STANDARD PLANS FY 2023/2024 FOR SPECIFICATIONS

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Erik R Cooper

7.) REVISED PLANS REVISION 4, 11/05/24 C.O.
6.) REVISED PER SEACOAST COMMENTS, 06/15/23 C.O.
5.) REVISED PER SEACOAST COMMENTS, 03/27/23 C.O.
4.) REVISED PER SEACOAST COMMENTS, 11/09/22 C.O.
3.) 1ST BLDG. DEPT. REVIEW COMMENTS, 08/31/22 C.O.
2.) REVISIONS PER S.U.A. COMMENTS, 03/25/22 C.O.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

REVISIONS

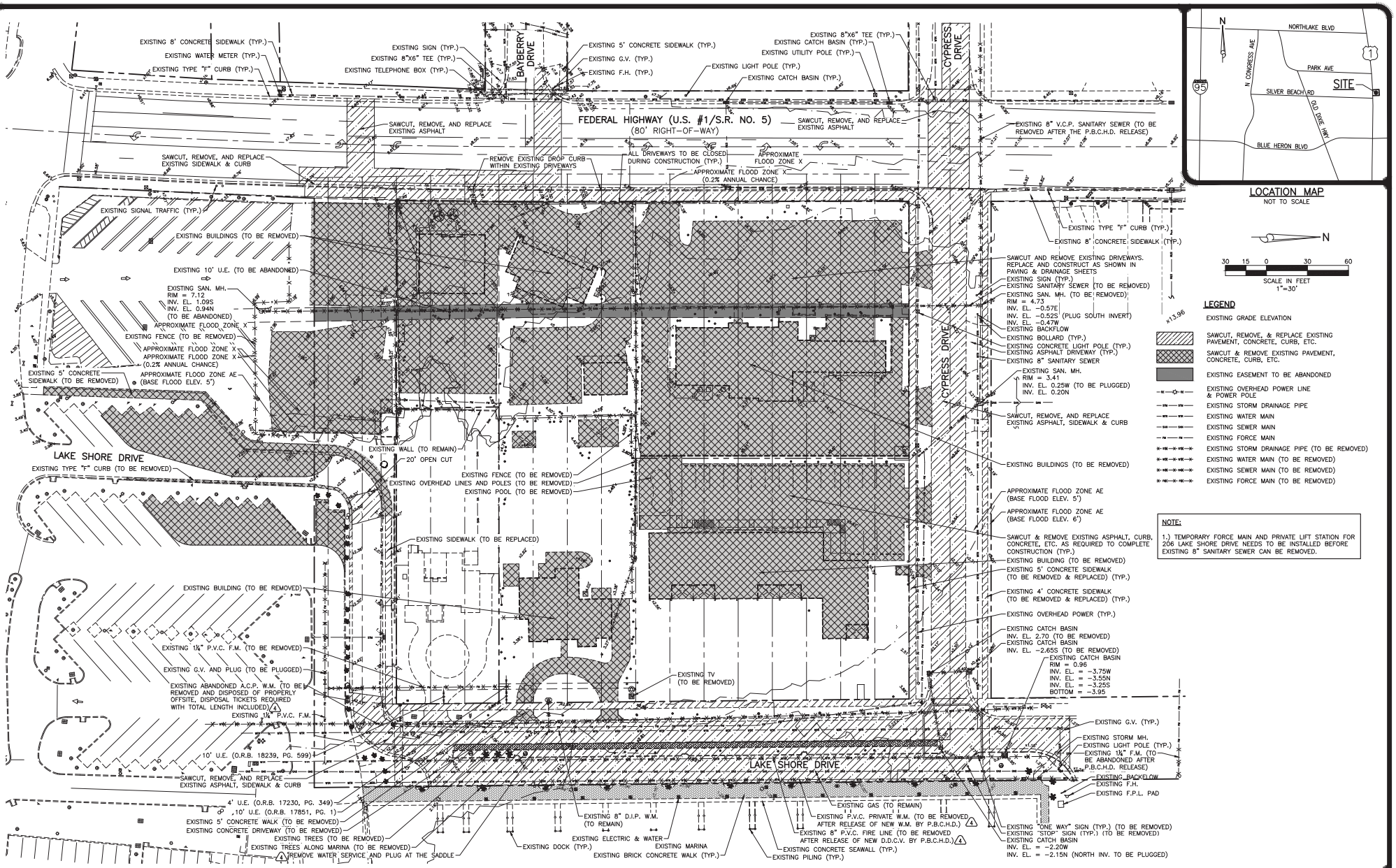
SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 3453 | 561.478.7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
TITLE SHEET

JOB NO. 19-038

Item 14.



LOCATION MAP
NOT TO SCALE

N

30 15 0 30 60
SCALE IN FEET
1"=30'

LEGEND

- EXISTING GRADE ELEVATION
- SAWCUT, REMOVE, & REPLACE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
- SAWCUT & REMOVE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
- EXISTING EASEMENT TO BE ABANDONED
- EXISTING OVERHEAD POWER LINE & POWER POLE
- EXISTING STORM DRAINAGE PIPE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING FORCE MAIN
- EXISTING STORM DRAINAGE PIPE (TO BE REMOVED)
- EXISTING WATER MAIN (TO BE REMOVED)
- EXISTING SEWER MAIN (TO BE REMOVED)
- EXISTING FORCE MAIN (TO BE REMOVED)

NOTE:
1.) TEMPORARY FORCE MAIN AND PRIVATE LIFT STATION FOR 206 LAKE SHORE DRIVE NEEDS TO BE INSTALLED BEFORE EXISTING 8" SANITARY SEWER CAN BE REMOVED.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
OR
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

ERIK R. COOPER LICENSED No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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REVISIONS
4 PERMIT REVISIONS 2, 06/02/23 C.O.
REVISIONS PER S.U.A. COMMENTS, 11/09/22 C.O.
3.) REVISIONS PER S.U.A. COMMENTS, 03/08/22 C.O.
2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 34/53 · 561.478.7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

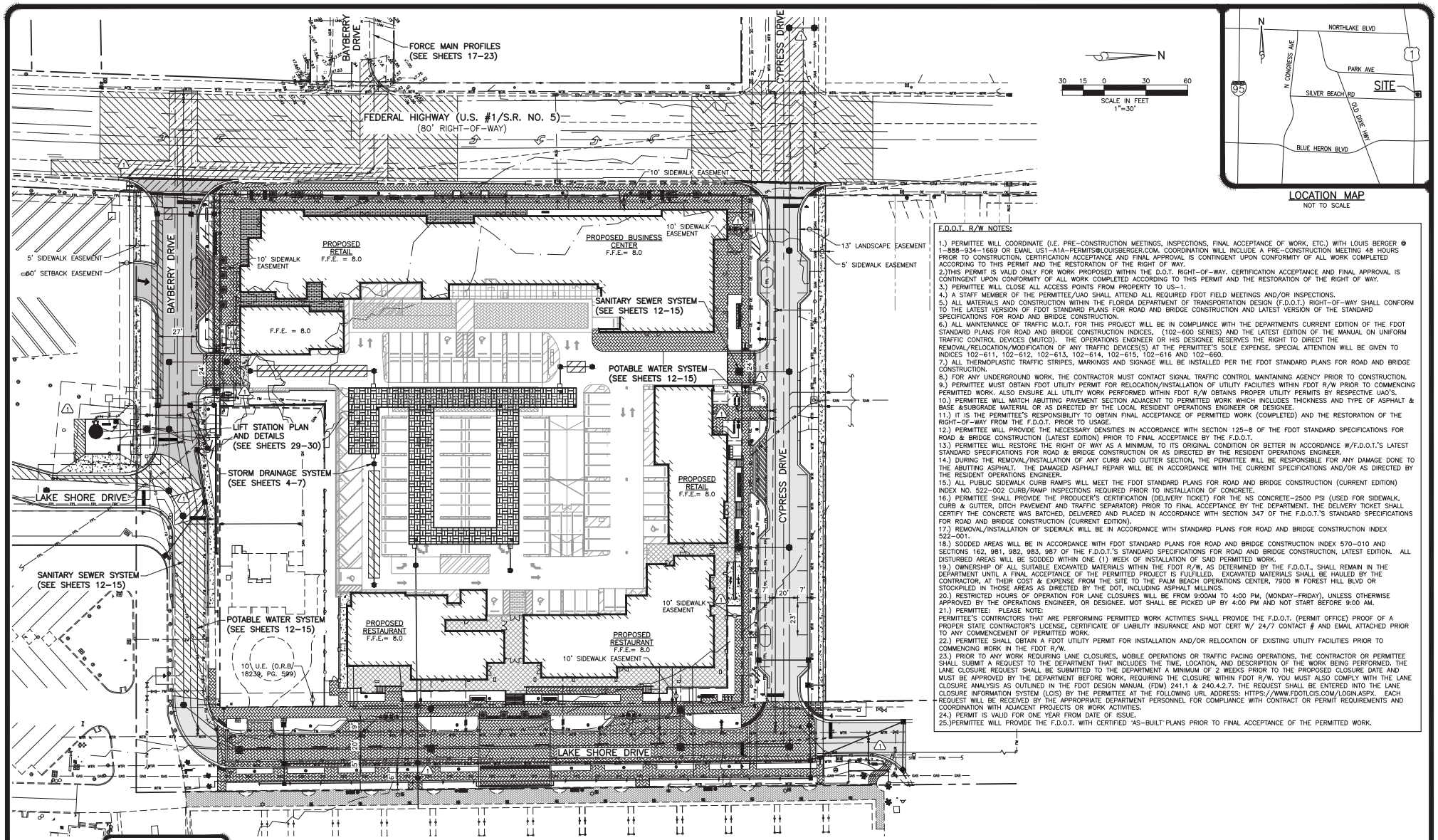
NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
DEMOLITION PLAN

JOB NO. 19-038

PARK ON

Item 14.

J:\FILES\2019\19-038\CONSTRUCTION\19038S02_DP.dwg 12/23/2024 1:41 PM Connor O'Rourke



LOCATION MAP
NOT TO SCALE

F.D.O.T. R/W NOTES:

1.) PERMITTEE WILL COORDINATE (I.E. PRE-CONSTRUCTION MEETINGS, INSPECTIONS, FINAL ACCEPTANCE OF WORK, ETC.) WITH LOUIS BERGER @ 1-888-934-1669 OR EMAIL US1-A1A-PERMITS@LOUISBERGER.COM. COORDINATION WILL INCLUDE A PRE-CONSTRUCTION MEETING 48 HOURS PRIOR TO CONSTRUCTION, CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
2.)THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE D.O.T. RIGHT-OF-WAY. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
3.) PERMITTEE WILL CLOSE ALL ACCESS POINTS FROM PROPERTY TO US-1.
4.) A STAFF MEMBER OF THE PERMITTEE/UAO SHALL ATTEND ALL REQUIRED FDOT FIELD MEETINGS AND/OR INSPECTIONS.
5.) ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST VERSION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
6.) ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENTS CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDICES, (102-600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF ANY TRAFFIC DEVICES(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-611, 102-612, 102-613, 102-614, 102-615, 102-616 AND 102-660.
7.) ALL THERMOPLASTIC TRAFFIC STRIPES, MARKINGS AND SIGNAGE WILL BE INSTALLED PER THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
8.) FOR ANY UNDERGROUND WORK, THE CONTRACTOR MUST CONTACT SIGNAL TRAFFIC CONTROL MAINTAINING AGENCY PRIOR TO CONSTRUCTION.
9.) PERMITTEE MUST OBTAIN FDOT UTILITY PERMIT FOR RELOCATION/INSTALLATION OF UTILITY FACILITIES WITHIN FDOT R/W PRIOR TO COMMENCING PERMITTED WORK. ALSO ENSURE ALL UTILITY WORK PERFORMED WITHIN FDOT R/W OBTAINS PROPER UTILITY PERMITS BY RESPECTIVE UAO'S.
10.) PERMITTEE WILL MATCH ABUTTING PAVEMENT SECTION ADJACENT TO PERMITTED WORK WHICH INCLUDES THICKNESS AND TYPE OF ASPHALT & BASE &SUBGRADE MATERIAL OR AS DIRECTED BY THE LOCAL RESIDENT OPERATIONS ENGINEER OR DESIGNEE.
11.) IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE F.D.O.T. PRIOR TO USAGE.
12.) PERMITTEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE F.D.O.T.
13.) PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/F.D.O.T.'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
14.) DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMITTEE WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ABUTTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
15.) ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) INDEX NO. 522-002 CURB/RAMP INSPECTIONS REQUIRED PRIOR TO INSTALLATION OF CONCRETE.
16.) PERMITTEE SHALL PROVIDE THE PRODUCER'S CERTIFICATION (DELIVERY TICKET) FOR THE NS CONCRETE-2500 PSI (USED FOR SIDEWALK, CURB & GUTTER, DITCH PAVEMENT AND TRAFFIC SEPARATOR) PRIOR TO FINAL ACCEPTANCE BY THE DEPARTMENT. THE DELIVERY TICKET SHALL CERTIFY THE CONCRETE WAS BATCHED, DELIVERED AND PLACED IN ACCORDANCE WITH SECTION 347 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).
17.) REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 522-001.
18.) SODDED AREAS WILL BE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 570-010 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
19.) OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE FDOT R/W, AS DETERMINED BY THE F.D.O.T., SHALL REMAIN IN THE DEPARTMENTS R/W. A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DOT, INCLUDING ASPHALT MILLINGS.
20.) RESTRICTED HOURS OF OPERATIONS OR LANE CLOSURES WILL BE FROM 9:00AM TO 4:00 PM, (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE. MOT SHALL BE PICKED UP BY 4:00 PM AND NOT START BEFORE 9:00 AM.
21.) PERMITTEE: PLEASE NOTE:
PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE F.D.O.T. (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE, CERTIFICATE OF LIABILITY INSURANCE AND MOT CERT W/ 24/7 CONTACT # AND EMAIL ATTACHED PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
22.) PERMITTEE SHALL OBTAIN A FDOT UTILITY PERMIT FOR INSTALLATION AND/OR RELOCATION OF EXISTING UTILITY FACILITIES PRIOR TO COMMENCING WORK IN THE FDOT R/W.
23.) PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, AND DESCRIPTION OF THE WORK BEING PERFORMED. THE LANE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF 2 WEEKS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK, REQUIRING THE CLOSURE WITHIN FDOT R/W. YOU MUST ALSO COMPLY WITH THE LANE CLOSURE ANALYSIS AS OUTLINED IN THE FDOT DESIGN MANUAL (FDM) 241.1 & 240.4.2.7. THE REQUEST SHALL BE ENTERED INTO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) BY THE PERMITTEE AT THE FOLLOWING URL ADDRESS: HTTPS://WWW.FDOTLCIS.COM/LOGIN.ASPX. EACH REQUEST WILL BE RECEIVED BY THE APPROPRIATE DEPARTMENT PERSONNEL FOR COMPLIANCE WITH CONTRACT OR PERMIT REQUIREMENTS AND COORDINATION WITH ADJACENT PROJECTS OR WORK ACTIVITIES.
24.) PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
25.)PERMITTEE WILL PROVIDE THE F.D.O.T. WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.

48 HOURS BEFORE DIGGING
BROWARD & PALM BEACH & INDIAN RIVER ST. LUCIE & MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL UNDERGROUND UTILITIES NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

ERIK R. COOPER LICENSED PROFESSIONAL ENGINEER No 56934 STATE OF FLORIDA

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

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1 PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A., 6/15/23 C.O.
2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
3.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

REVISIONS

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34531 | 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
MASTER PLAN

JOB NO. 19-038

TOWN OF LAKE PARK
APPROVED
PARK OF COMMERCE FLORIDA

J:\FILES\2019\19-038\CONSTRUCTION\19038S03_MP.dwg 12/23/2024 1:42 PM Connor O'Rourke

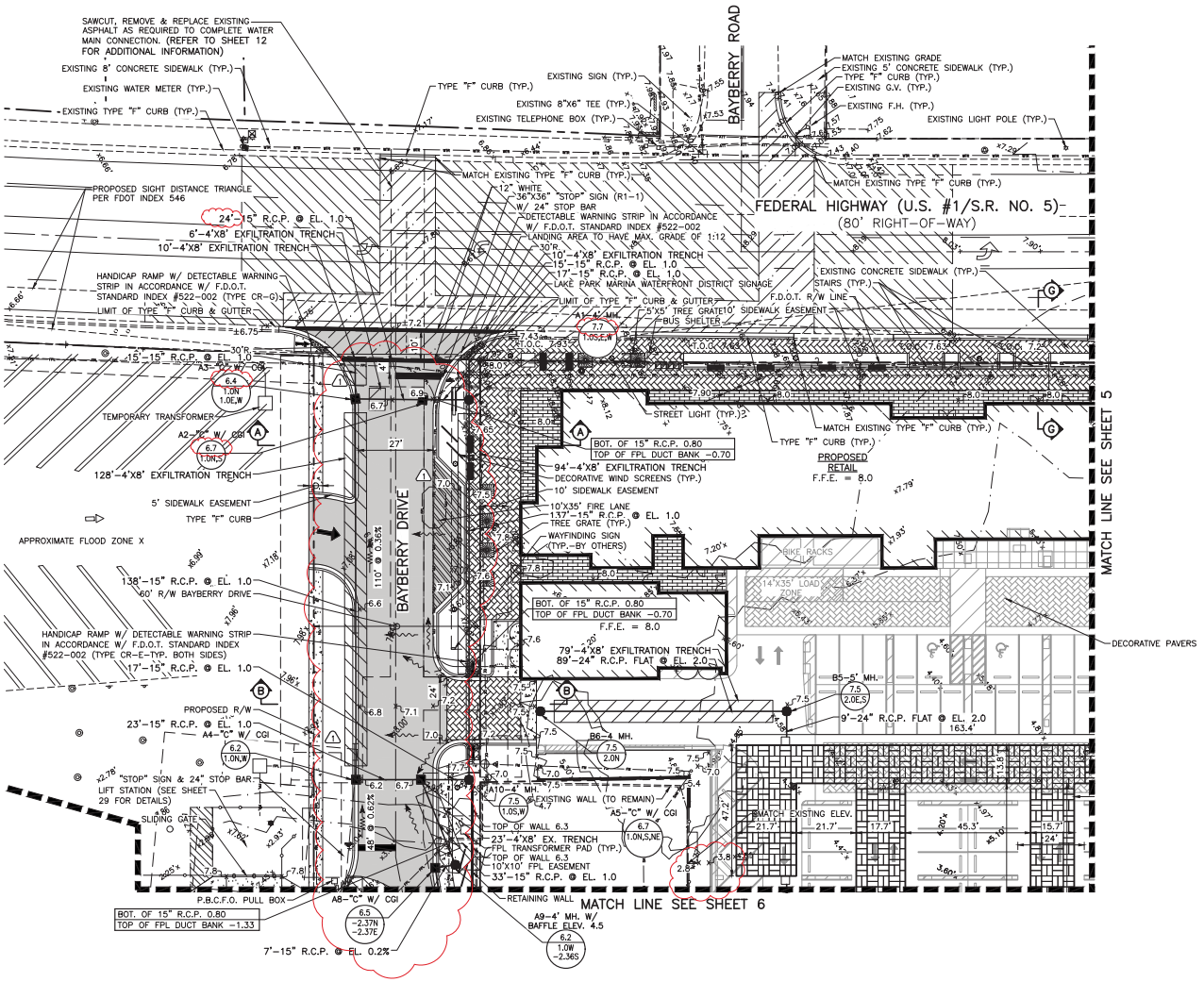
F.D.O.T. R/W NOTES:

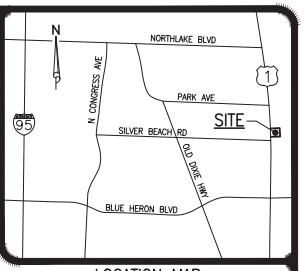
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2.)THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE D.O.T. RIGHT-OF-WAY. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
3.) PERMITTEE WILL CLOSE ALL ACCESS POINTS FROM PROPERTY TO US-1.
4.) A STAFF MEMBER OF THE PERMITTEE/UAO SHALL ATTEND ALL REQUIRED FDOT FIELD MEETINGS AND/OR INSPECTIONS.
5.) ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST VERSION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
6.) ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENTS CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDICES, (102-600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF ANY TRAFFIC DEVICES(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-611, 102-612, 102-613, 102-614, 102-615, 102-616 AND 102-660.
7.) ALL THERMOPLASTIC TRAFFIC STRIPES, MARKINGS AND SIGNAGE WILL BE INSTALLED PER THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
8.) FOR ANY UNDERGROUND WORK, THE CONTRACTOR MUST CONTACT SIGNAL TRAFFIC CONTROL MAINTAINING AGENCY PRIOR TO CONSTRUCTION.
9.) PERMITTEE MUST OBTAIN FDOT UTILITY PERMIT FOR RELOCATION/INSTALLATION OF UTILITY FACILITIES WITHIN FDOT R/W PRIOR TO COMMENCING PERMITTED WORK. ALSO ENSURE ALL UTILITY WORK PERFORMED WITHIN FDOT R/W OBTAINS PROPER UTILITY PERMITS BY RESPECTIVE UAO'S.
10.) PERMITTEE WILL MATCH ABUTTING PAVEMENT SECTION ADJACENT TO PERMITTED WORK WHICH INCLUDES THICKNESS AND TYPE OF ASPHALT & BASE &SUBGRADE MATERIAL OR AS DIRECTED BY THE LOCAL RESIDENT OPERATIONS ENGINEER OR DESIGNEE.
11.) IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE F.D.O.T. PRIOR TO USAGE.
12.) PERMITTEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE F.D.O.T.
13.) PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/F.D.O.T.'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
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17.) REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 522-001.
18.) SODDED AREAS WILL BE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 570-010 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
19.) OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE FDOT R/W, AS DETERMINED BY THE F.D.O.T., SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS ISSUED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DOT, INCLUDING ASPHALT MILLINGS.
20.) RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 9:00AM TO 4:00 PM, (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE. MOT SHALL BE PICKED UP BY 4:00 PM AND NOT START BEFORE 9:00 AM.
21.) PERMITTEE: PLEASE NOTE:
PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE F.D.O.T. (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE, CERTIFICATE OF LIABILITY INSURANCE AND MOT CERT W/ 24/7 CONTACT # AND EMAIL ATTACHED PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
22.) PERMITTEE SHALL OBTAIN A FDOT UTILITY PERMIT FOR INSTALLATION AND/OR RELOCATION OF EXISTING UTILITY FACILITIES PRIOR TO COMMENCING WORK IN THE FDOT R/W.
23.) PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, AND DESCRIPTION OF THE WORK BEING PERFORMED. THE LANE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF 2 WEEKS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK, REQUIRING THE CLOSURE WITHIN FDOT R/W. YOU MUST ALSO COMPLY WITH THE LANE CLOSURE ANALYSIS AS OUTLINED IN THE FDOT DESIGN MANUAL (FDM) 241.1 & 240.4.2.7. THE REQUEST SHALL BE ENTERED INTO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) BY THE PERMITTEE AT THE FOLLOWING URL ADDRESS: HTTPS://WWW.FDOTLCIS.COM/LOGIN.ASPX. EACH REQUEST WILL BE RECEIVED BY THE APPROPRIATE DEPARTMENT PERSONNEL FOR COMPLIANCE WITH CONTRACT OR PERMIT REQUIREMENTS AND COORDINATION WITH ADJACENT PROJECTS OR WORK ACTIVITIES.
24.) PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
25.)PERMITTEE WILL PROVIDE THE F.D.O.T. WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.

NOTES:

1.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.

2.) ALL PAVEMENT MARKINGS IN FDOT R/W TO BE THERMOPLASTIC.





LOCATION MAP
NOT TO SCALE

N

20 10 0 20 40
SCALE IN FEET
1"=20'

LEGEND

- PROPOSED STORM SEWER AND CATCH BASIN
- DIRECTION OF FLOW
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- PROPOSED CONCRETE
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- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING FORCE MAIN

F.D.O.T. R/W

MILL & RESURFACE SPECIFICATIONS:

MILL EXISTING ASPHALT CONCRETE PAVEMENT 1½" AVERAGE RESURFACE W/ FC-12.5 (165 LB/SY) (RUBBER)

F.D.O.T. R/W PAVEMENT SPECIFICATIONS:

ALONG US #1 (SR NO.5):
SURFACE - 1.5" FRICTION COURSE FC-9.5 (160 LB/SY AVG.) (RUBBER) AND 2" STRUCTURAL COURSE TYPE SP (200 LB/SY AVG., TRAFFIC LEVEL B)

BASE - OPTIONAL GROUP 13

SUBGRADE - 12" STABILIZED SUBGRADE, COMPACT TO 98% PER A.A.S.H.T.O. T-180 (LBR 40)

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

48 HOURS BEFORE DIGGING
BROWARD & PALM BEACH & INDIAN RIVER ST. LUCIE & MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL UNDERGROUND UTILITIES NOTIFICATION CENTER

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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REVISIONS

7.) REVISED BAYBERRY DRIVE REVISION 4, 11/05/24 C.O.
6.) REVISED EXFILTRATION TRENCH, 04/16/24 C.O.
5.) REVISED STORMBRIXX LAYOUT, REVISED DRIVEWAY ENTRANCES FOR PAVER BRICKS PER HARDSCAPE PLAN, 01/11/24 C.O.
4.) REVISED PERIMETER GRADES & WALLS, 01/09/24 C.O.
3.) PERMIT REVISIONS 2, 06/02/23 C.O.
3.) ADDED GRADES ALONG EAST PROPERTY LINE, 8/25/22 C.O.
2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

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DESIGN	DRAWN	CHECKED	APPROVED	DATE
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NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE PLAN

JOB NO. 19-038

PARK ON

Item 14.

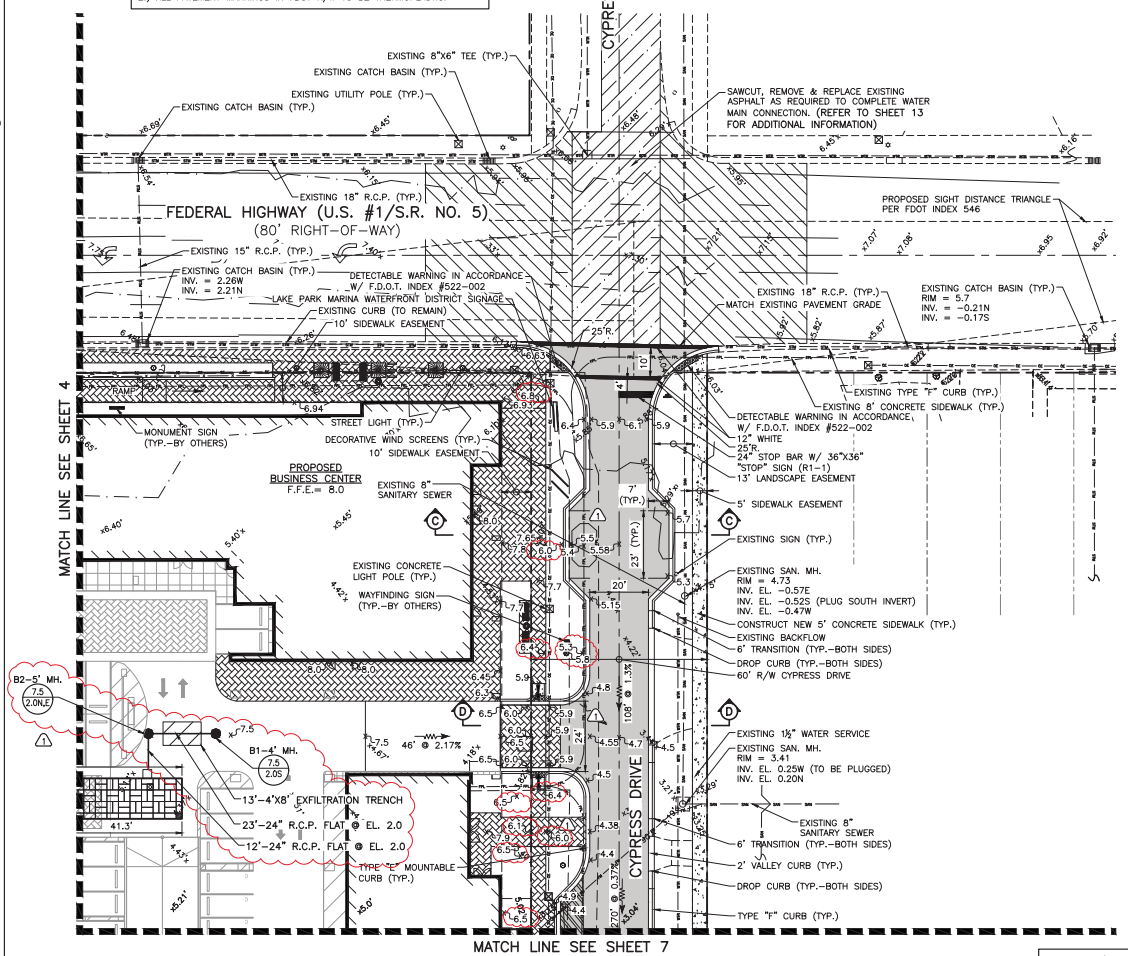
F.D.O.T. R/W NOTES:

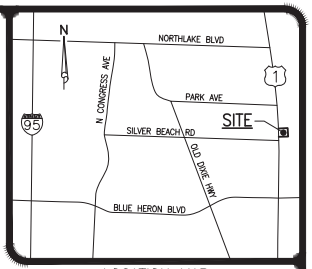
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LOCATION MAP
NOT TO SCALE

N

20 10 0 20 40
SCALE IN FEET
1"=20'

LEGEND

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F.D.O.T. R/W

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NOTIFICATION CENTER

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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5.) REVISED FPL RAMP GRADES REVISION 4, 11/5/24 C.O.
4.) REVISED STORMBRIXX LAYOUT, REVISED DRIVEWAY ENTRANCES FOR PAVER BRICKS PER HARDSCAPE PLAN, 01/11/24 C.O.
1 PERMIT REVISIONS 2, 06/02/23 C.O., 06/02/22 C.O.

REVISED NORTH DRIVEWAY GRADES & FPL VAULT, 04/19/23 C.O.
ADJUSTED B1 AND B2 FOR GRADE BEAM CONFLICT, 10/24/22 C.O.
3.) 1ST BLDG. DEPT. REVIEW COMMENTS, 08/31/22 C.O.
2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

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Authorization # 34531 | 561.478.2848

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E.C.	C.O.			

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TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE PLAN

JOB NO. 19-038

TOWN OF LAKE PARK
PARKS & RECREATION
COMMUNITY DEVELOPMENT
PUBLIC WORKS
ENGINEERING
BUILDING
COMPLIANCE

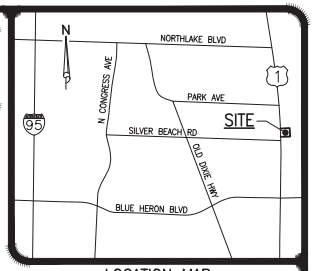
Item 14.

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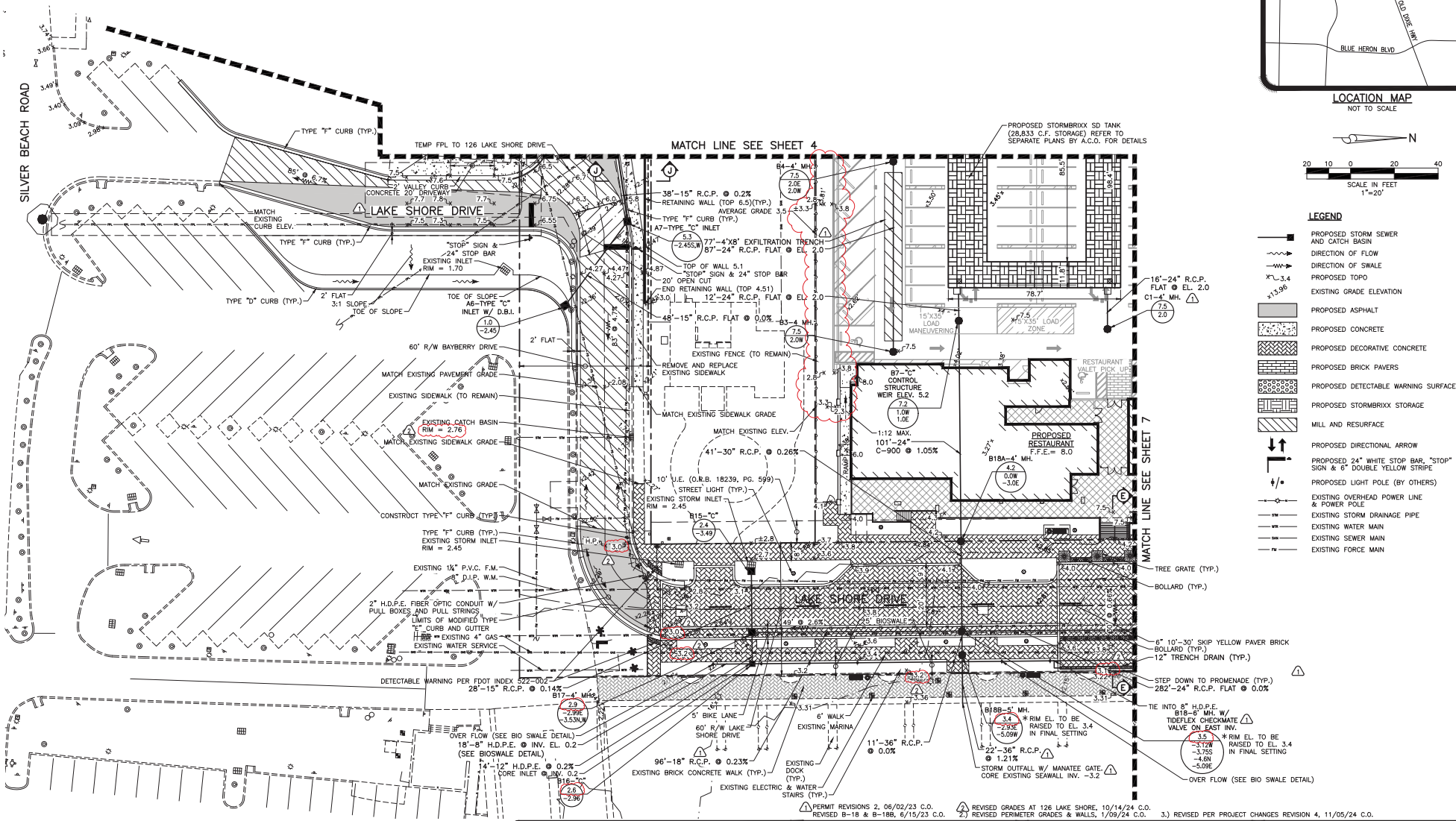
NOTES:

1.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE ONE CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER



LOCATION MAP
NOT TO SCALE



LEGEND

- PROPOSED STORM SEWER AND CATCH BASIN
- DIRECTION OF FLOW
- DIRECTION OF SWALE
- 3.4 PROPOSED TOPO
- x13.96 EXISTING GRADE ELEVATION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED DECORATIVE CONCRETE
- PROPOSED BRICK PAVERS
- PROPOSED DETECTABLE WARNING SURFACE
- PROPOSED STORMBRIXX STORAGE
- MILL AND RESURFACE
- PROPOSED DIRECTIONAL ARROW
- PROPOSED 24" WHITE STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
- PROPOSED LIGHT POLE (BY OTHERS)
- EXISTING OVERHEAD POWER LINE & POWER POLE
- STM EXISTING STORM DRAINAGE PIPE
- WTR EXISTING WATER MAIN
- SAN EXISTING SEWER MAIN
- FM EXISTING FORCE MAIN

N

20 10 0 20 40
SCALE IN FEET
1"=20'

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

ERIK R. COOPER LICENSED No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

1.) PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED B-18 & B-18B, 6/15/23 C.O.

2.) REVISED GRADES AT 126 LAKE SHORE, 10/14/24 C.O.
2.) REVISED PERIMETER GRADES & WALLS, 1/09/24 C.O.

3.) REVISED PER PROJECT CHANGES REVISION 4, 11/05/24 C.O.

REVISED OUTFALL PIPE INVERT AND PIPE MATERIAL, 4/28/23 C.O.
ADJUSTED EXFILTRATION TRENCH LENGTH BETWEEN B3 & B4, 10/25/22 C.O.
1.) REVISED DRAINAGE STRUCTURES B15, B17 & ADDED GRADES ALONG SOUTH PROPERTY LINE, 8/25/22 C.O.
ADDED STORM MANHOLE C1 PER PLUMBING PLAN, 9/27/22 C.O.

REVISIONS

SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34531 | 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE PLAN

JOB NO. 19-038

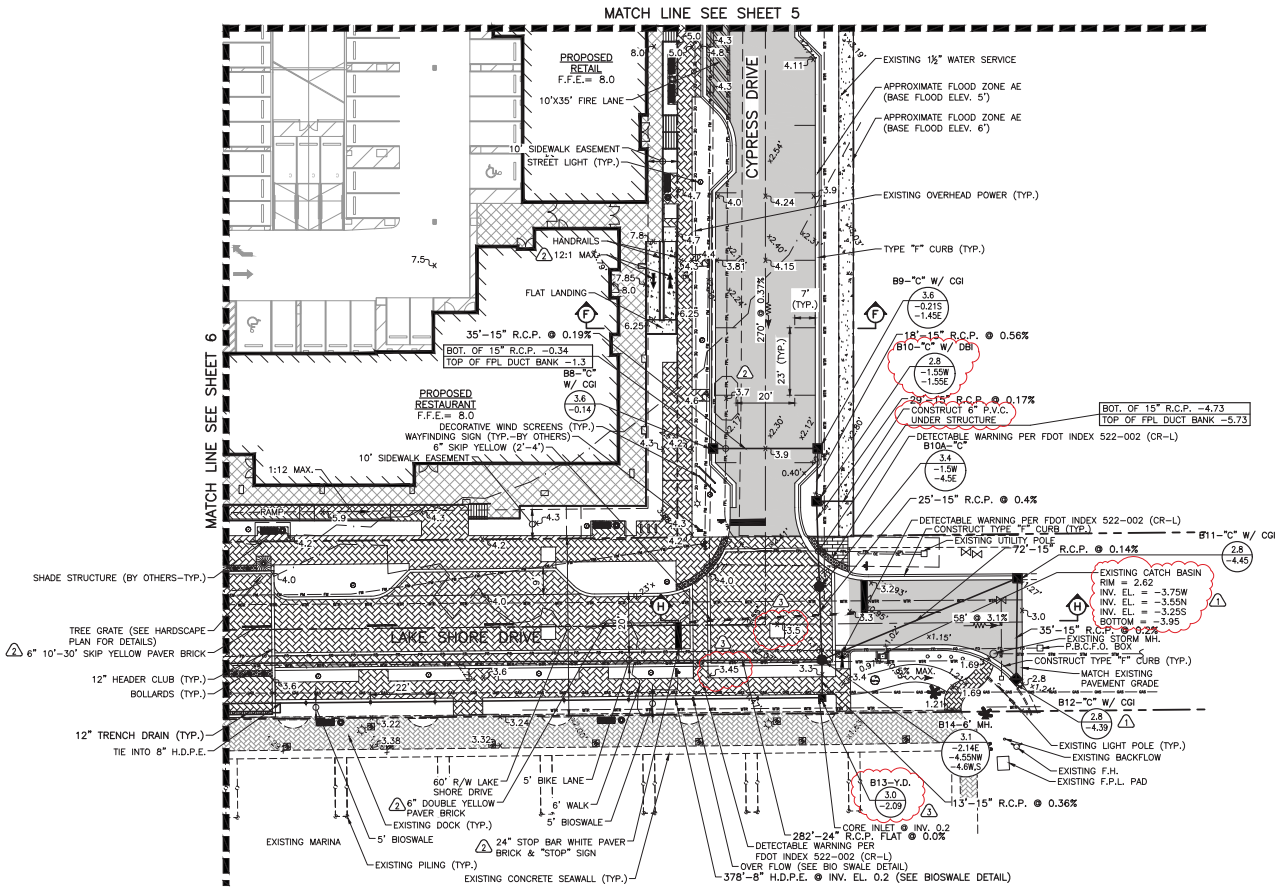
TOWN OF LAKE PARK
PLANNING & ZONING COMPLIANCE

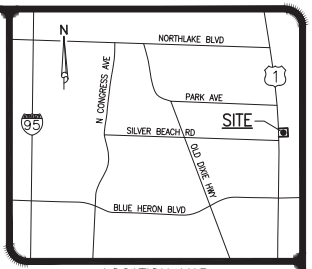
Item 14.

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NOTES:

1.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.





LOCATION MAP
NOT TO SCALE

N

20 10 0 20 40
SCALE IN FEET
1"=20'

LEGEND

- PROPOSED STORM SEWER AND CATCH BASIN
- DIRECTION OF FLOW
- DIRECTION OF SWALE
- PROPOSED TOPO
- EXISTING GRADE ELEVATION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED DECORATIVE CONCRETE
- PROPOSED BRICK PAVERS
- PROPOSED DETECTABLE WARNING SURFACE
- PROPOSED STORMBRIXX STORAGE
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- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING FORCE MAIN

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL UNDERGROUND UTILITIES NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

3.) RAISED INLET B10 AND ADDED 6" P.V.C. PIPE FOR DRAINAGE, 12/23/24 C.O.
2.) ADDED STRUCTURE B10A, GRADING REVISION 4, 11/05/24 C.O., 08/19/24 C.O.

ERIK R. COOPER LICENSED PROFESSIONAL ENGINEER No 56934 STATE OF FLORIDA

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

3 REVISED INTERSECTION GRADES & B13 RIM, 08/19/24 C.O.
2 REVISED INTERSECTION GRADES & B13 RIM, 08/19/24 C.O.
2 PERMIT REVISIONS 2, 06/02/23 C.O.
1 1ST BLDG. DEPT. REVIEW COMMENTS, 08/31/22 C.O.
1 ADDED INLET B12, 08/04/22 C.O.

REVISIONS

SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 34531 · 561.478.7848

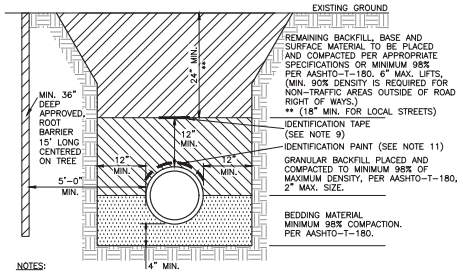
DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE PLAN

JOB NO. 19-038

PARK ON

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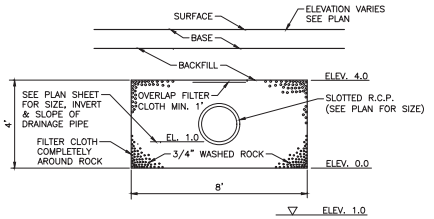


NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS ARE TAKEN IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, (MINIMUM 1 SET) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
6. THE PERMITTEE/DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAIL FOR PAVED AREAS (OPEN CUT FOR THOROUGHFARE AND NON-THOROUGHFARE ROADS).
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED PIPE INSTALLATION CLOSER THAN 10 FEET FROM AN EXISTING TREE.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.

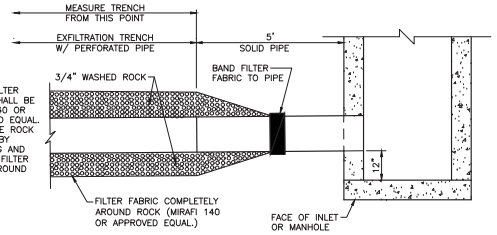
TYPICAL TRENCH DETAIL WITH ROOT BARRIER INSTALLATION DETAIL (NON-PAVED AREAS)

NOT TO SCALE



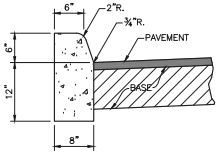
BAYBERRY DRIVE EXFILTRATION TRENCH

NOT TO SCALE



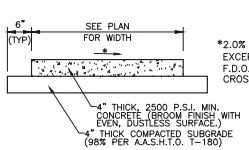
FILTER FABRIC END CLOSURE DETAIL

NOT TO SCALE



TYPE "D" CURB

NOT TO SCALE



TYPICAL SIDEWALK DETAIL

NOT TO SCALE

*2.0% MAX. CROSS-SLOPE EXCEPT IN F.D.O.T. R/W. F.D.O.T. R/W HAS A MAX CROSS-SLOPE OF 1.5%

CONSTRUCTION PROCEDURES

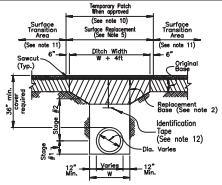
THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:

THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:

THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.

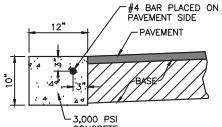


REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

NOTES

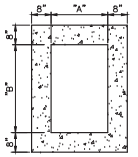
1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL OVER DITCH SHALL BE 16" LIMEROCK (LBR100) MINIMUM FOR THOROUGHFARE PLAN ROADS. ANY ALTERNATE BASE MATERIAL REQUESTED BY THE ENGINEER OF RECORD REQUIRES APPROVAL BY THE ROADWAY PRODUCTION DIVISION.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL (PER ROADWAY PRODUCTION DESIGN STANDARDS) SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY. (MINIMUM 98% AASHTO T-180)
5) 1.5" FRICTION COURSE FC-9.5 OVER 2" TYPE SP STRUCTURAL COURSE (TRAFFIC LEVEL B) WITH TACK COAT AT 0.05 GAL/SY AND RC-70 PRIME COAT AT 0.10 GAL/SY FOR LIMEROCK BASE. FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES OF PRIME AND TACK COATS. CONTRACTOR TO SUBMIT MATERIALS AND RATES TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK.
6) PIPE SHALL BE PLACED IN A DRY TRENCH.
7) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PPM# EL-O-3605.
8) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.
9) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
10) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.5" SP 12.5 STRUCTURAL COURSE ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE COUNTY RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY PATCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
11) THE FINAL RESTORATION (INCLUDES THE PATCHED/SURFACE REPLACEMENT AREA OVER THE TRENCH). THE ROAD SHALL BE MILLED/RESURFACED PER NOTE 5 ABOVE FOR A FULL LANE WIDTH OF THE TRAVEL LANES ENCROACHED BY THE TRENCH AREA, INCLUDING A TRANSITION AREA OF 50 FT ON EACH SIDE MEASURED FROM TOP OF TRENCH.
12) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
13) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), SANITARY MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

OPEN CUT FOR THOROUGHFARE ROADS (PAVED AREAS)

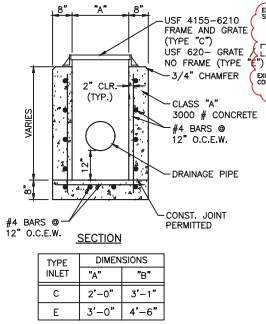


12" FLUSH HEADER CURB

NOT TO SCALE



PLAN

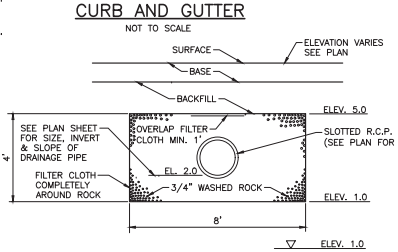


SECTION

TYPE INLET	DIMENSIONS	
	"A"	"B"
C	2'-0"	3'-1"
E	3'-0"	4'-6"

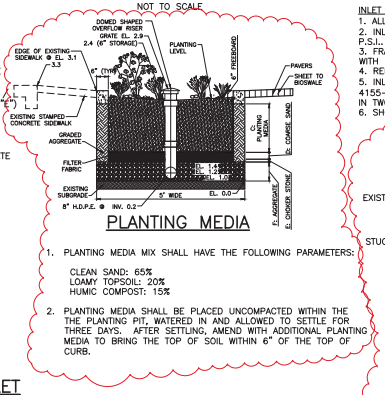
STANDARD TYPE "C"&"E" INLET

NOT TO SCALE



GARAGE EXFILTRATION TRENCH

NOT TO SCALE



PLANTING MEDIA

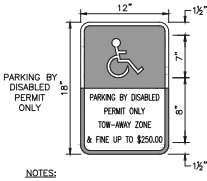
1. PLANTING MEDIA MIX SHALL HAVE THE FOLLOWING PARAMETERS:

   CLEAN SAND: 65%
   LOAMY TOPSOIL: 20%
   HUMIC COMPOST: 15%

2. PLANTING MEDIA SHALL BE PLACED UNCOMPACTED WITHIN THE THE PLANTING PIT, WATERED IN AND ALLOWED TO SETTLE FOR THREE DAYS. AFTER SETTLING, AMEND WITH ADDITIONAL PLANTING MEDIA TO BRING THE TOP OF SOIL WITHIN 6" OF THE TOP OF CURB.



ISOMETRIC VIEW



NOTES:

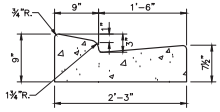
1. ALL LETTERS ARE 1" SERIES 'C'.
2. TOP PORTION TO BE REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION TO BE REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.

HANDI-CAP SIGN DETAIL

NOT TO SCALE

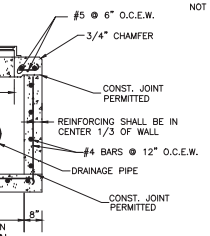
NOTES:

SIGNAGE AND STRIPING TO BE CONSTRUCTED IN ACCORDANCE WITH PALM BEACH COUNTY ORDINANCE NO. 85-42



MODIFIED TYPE "E" MOUNTABLE CURB AND GUTTER

NOT TO SCALE

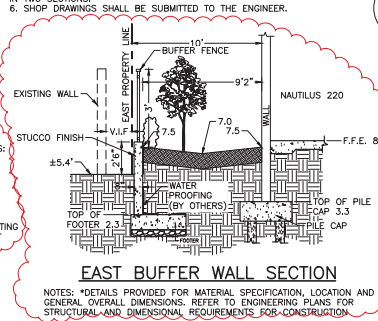


STANDARD MANHOLE

NOT TO SCALE

INLET AND MANHOLE NOTES

1. ALL EXPOSED CORNERS AND EDGES SHALL BE CHAMFERED 3/4".
2. INLETS AND MANHOLES SHALL BE PRECAST CLASS "A" 3000 P.S.I.. CONCRETE.
3. FRAMES AND GRATES SHALL BE CAST IRON AND IN ACCORDANCE WITH F.D.O.T.. SPECIFICATIONS.
4. REINFORCING STEEL SHALL CONFORM TO A.S.T.M. 615 GRADE 40.
5. INLET GRATES SHALL BE U.S. FOUNDRY DWG. OR EQUAL. (USF 4155-6210 TYPE "C", USF 6290 TYPE "E") TYPE "E" GRATE CAST IN TWO SECTIONS.
6. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER.



EAST BUFFER WALL SECTION

NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION.

GENERAL SPECIFICATIONS:

FLAT BLADE: ALCOA #86054.6063-T6 ALLOY, ETCHED, DEGREASED WITH #1200 ALODINE FINISH WITH #3877 GREEN HIGH INTENSITY BACKGROUND AND EQUAL DIMENSIONS - 9" & 12" MIN. H, 24", 30", 36" AND 42" L.

LETTERS: NAME - 6" UPPERCASE WITH 4.5" LOWERCASE & 9" UPPERCASE WITH 6.75" LOWERCASE, SERIES "B" #3870 HIGH INTENSITY (SILVER) OR EQUAL - SUFFIX - 4.5"

POST: STEEL FLANGED CHANNEL POST 3 LBS. PER FOOT WITH BAKED GREEN ALKYD OR GALVANIZED FINISH PER A.S.T.M. -A-123 WITHOUT ANCHOR PLATES. SQUARE POST PER FDOT INDEX 11860.

BRACKETS SHALL BE ATTACHED FIRMLY ON STANDARD SQUARE TUBE OR 12-CHANNEL POSTS BY MEANS OF (2)⅝" DIAMETER HEX HEAD BOLTS.

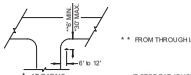
STOP SIGN: R1-1 MUTCD - (HIGH INTENSITY)

LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.

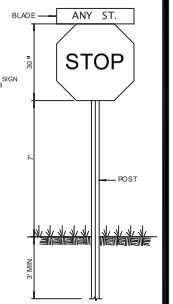
POLICY:
9" BLADES WITH 6" UPPER CASE WITH 4.5" LOWERCASE LETTERS FOR TWO LANE ROADS WITH A SPEED LIMIT UNDER 45 MPH
12" BLADES WITH 9" UPPERCASE WITH 6.75" LOWERCASE LETTERS FOR:
-THOROUGHFARE ROADS FOUR LANES OR WIDER.
-TWO LANE ROADS WITH A POSTED SPEED LIMIT OF 45 MPH OR MORE.
ONLY ONE BLADE WILL BE USED INDICATING THE SIDE STREET NAME.

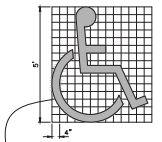


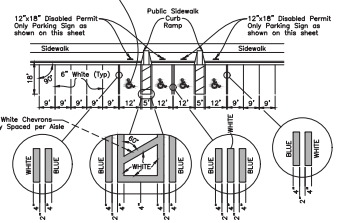
STREET NAME SIGN (SNS) or (D-3)



TYPICAL STOP SIGN PLACEMENT







NOTES:
1. Dimensions are to the centerline of markings.
2. Criteria for pavement markings only, not public sidewalk curb ramp locations. For ramp locations refer to plans.
3. Blue pavement markings shall be tinted to match shade 15180 of Federal Standards 595a.

PAVEMENT MARKING FOR PUBLIC SIDEWALK CURB RAMPS

TYPICAL PARKING SPACES

NOT TO SCALE

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

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2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

REVISIONS

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34532 | 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE DETAILS

JOB NO.	SHEET NO.
19-038	

J:\FILES\2019\19-038\CONSTRUCTION\19038S08-10_PDD.dwg 12/23/2024 1:44 PM Connor O'Rourke

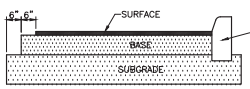
GENERAL NOTES:

1. NOTIFY ENGINEER IN–FIELD CONFLICTS OR DESIGN DISCREPANCIES PRIOR TO COMMENCEMENT OF WORK.
2. EXISTING WATER, SEWER AND DRAINAGE SYSTEMS ARE REPRESENTED AS DASHED LINES AND SHALL BE VERIFIED BY CONTRACTOR.
3. CONTRACTOR SHALL PROTECT ALL UTILITIES AND PUBLIC IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
4. SUPPORT OR THE RELOCATION OF EXISTING STREET LIGHT POLES, POWER OR TELEPHONE POLES, EXISTING UTILITIES, IRRIGATION SYSTEMS, SIDEWALKS, WALLS, ETC. NECESSARY FOR COMPLETION OF THIS WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS EXPENSE.
5. INFORMATION SHOWN ON THESE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT BE GUARANTEED, HOWEVER, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER AND DEPTH OF ANY EXISTING UTILITIES. ALL "AS–BUILT" INFORMATION INCLUDING LOCATION AND ELEVATION OF UTILITY STUB–OUTS TO BE FIELD VERIFIED BY CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION OR ORDERING OF STRUCTURES. NOTIFY ENGINEER OF DISCREPANCIES/CONFLICTS.
6. REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS CONCERNING SIDEWALKS, RAMPS, STRIPING AND SIGNAGE, LIGHTING AND ELECTRICAL CONDUIT, ETC.
7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS AND NOTIFY THE ENGINEER OF ANY DEVIATIONS PRIOR TO COMMENCING CONSTRUCTION.
8. SIDEWALKS TO BE FLUSH WITH YARD AREAS UNLESS OTHERWISE NOTED.
9. ALL DRAINAGE CONSTRUCTION SHALL CONFORM TO FLORIDA DEPT. OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND TOWN OF LAKE PARK REQUIREMENTS.
10. GRADE ALL PAVEMENT AREAS TO CATCH BASINS. CONTRACTOR TO NOTIFY ENGINEER IF IN–FIELD CONDITIONS CHANGE, ARCHITECTURAL DETAILS WILL CREATE CONFLICTS WITH DRAINAGE DESIGN SHOWN, POTENTIAL EROSION PROBLEMS ARISE OR STANDING WATER OCCURS.
11. ALL ELEVATIONS SHOWN HEREON REFER TO N.A.V.D. 1929 TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY BASELINE LAND SURVEY (561) 417–0700.
12. ALL DRAINAGE PIPE SHOWN AS R.C.P. SHALL BE REINFORCED CONCRETE PIPE CLASS III, WALL "B" AND CONFORMING TO FLORIDA DEPT. OF TRANSPORTATION SPECIFICATIONS.
13. CONTRACTOR SHALL PROVIDE ADEQUATE EQUIPMENT FOR THE REMOVAL OF STORM, SURFACE AND/OR SUBSURFACE WATER WHICH MAY ACCUMULATE IN THE EXCAVATION AREAS SO THAT IT WILL BE SUITABLY DRY FOR WORK REQUIRED.
14. NO OFF–SITE DISCHARGE FROM DEWATERING OPERATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR SECURES WRITTEN PERMISSION FROM THE GOVERNING AUTHORITIES.
15. ALL SUB–BASE UNDER ROADWAYS, PARKING LOTS, CURBS, ETC. SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O. T–180 PROCTOR.
16. WHERE ENCOUNTERED (OR SPECIFIED IN THE GEOTECHNICAL REPORT), MUCK/UNSUITABLE MATERIALS SHALL BE COMPLETELY REMOVED FROM PROPOSED PAVING AND BUILDING AREAS 10 FEET BEYOND THE EDGE OF PAVEMENT/BUILDING PAD EACH SIDE.
17. CONTRACTOR TO PROVIDE TEST REPORTS FROM AN INDEPENDENT LABORATORY FOR PROCTORS AND DENSITIES ON BASE, SUBGRADE AND PIPE BACKFILL.
18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPLETE PAVING AND DRAINAGE, WATER AND SEWER CONSTRUCTION RECORD INFORMATION TO THE ENGINEER.
19. CONTRACTOR SHALL ARRANGE FOR THE ENGINEER TO OBSERVE:
    A. STORM SEWER AFTER GROUTING AND WHEN BACKFILL IS COMPLETED TO THE MIDPOINT OF THE PIPE.
    B. STRINGLINING OF SUBGRADE.
    C. STRINGLINING/BOARDING OF BASE.
20. THE CONTRACTOR SHALL FILL AND FINE GRADE ALL PLANTING AREAS, LEAVING THE FINISHED GRADE SMOOTH AND READY TO RECEIVE SOD OR OTHER PLANTING MATERIAL. WHERE SOD IS DESIRED, THE FINISHED GRADES SHALL BE TWO (2) INCHES LOWER TO ALLOW FOR THICKNESS OF THE GRASS. SPECIAL ATTENTION SHALL BE GIVEN ALONG EDGE OF PAVEMENT AND SIDEWALKS SO AS NOT TO TRAP WATER.
21. ANY SHELLROCK OR LIMEROCK PAVING BASE INSTALLED WITHIN PLANTING AREAS SHALL BE REMOVED IN ITS ENTIRETY PRIOR TO PLACING PLANTER AREA FILL.
22. ALL SWALE, RIGHT OF WAY AREAS AND YARD AREAS SHALL BE GRADED AND SEEDED OR SODDED IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS. NO AREAS SHALL BE LEFT BARREN OR SUBJECT TO EROSION.
23. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ADHERE TO ALL O.S.H.A. RULES AND FLORIDA LAWS RELATED TO TRENCH SAFETY.
24. CONTRACTOR SHALL ENSURE NO SEDIMENT OR DEBRIS LEAVES THE SITE DURING CONSTRUCTION IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS (SILT FENCE, HAY BALES OR SOD APRONS AT INLETS, WASH ROCK EXIT, ETC. MAY BE REQUIRED TO MEET SAID REQUIREMENTS). CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION, IMPLEMENTATION AND CERTIFICATION OF ALL N.P.D.E.S. POLLUTION PREVENTION RELATED MEASURES (i.e. FILING OF AN N.O.I. POLLUTION PREVENTION PLAN MONITORING REPORTS, ETC.)
25. CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR PLANTING AND BERMING REQUIREMENTS AND NOTIFY ENGINEER OF ANY CONFLICTS WITH THIS PLAN.
26. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT (561) 233–3900) 48 HOURS PRIOR TO CONSTRUCTION, IF ANY WORK IS BEING DONE WITHIN 10 FEET OF A SIGNALIZED INTERSECTION.
27. ANY DAMAGE TO PBC–TRAFFIC I.T.S. FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION BY THE PERMITEE AT NO COST TO PALM BEACH COUNTY.
28. PALM BEACH COUNTY (PBC) RESERVES THE RIGHT TO DETERMINE IF DAMAGED PBC FACILITIES WILL BE REPAIRED OR REPLACED.

DENSITY TESTING REQUIREMENTS:

A. PIPE TRENCHES SHALL BE TESTED AT RANDOMLY SELECTED LOCATIONS ALONG THE LENGTH OF EACH PIPE RUN WITHIN EACH 300' INTERVAL (MAXIMUM) AND BETWEEN EACH SET OF TWO STRUCTURES IF A PIPE RUN SEPARATING THE TWO IS LESS THAN 300' IN LENGTH.
B. ALL PIPE AND STRUCTURE TRENCHES SHALL BE BACKFILLED USING A MAX. OF 12" LIFTS. ALL BACKFILL MATERIAL SHALL BE CLEAN, DRY STRUCTURAL FILL, WITH NO DELETERIOUS OR ORGANIC MATERIAL PRESENT.
C. AT LEAST ONE TEST SHALL BE PERFORMED FOR EVERY 12" OF DEPTH, STARTING AT THE SPRINGLINE OF THE PIPE, COVERING THE 12" LAYER BELOW THE SPRINGLINE OF THE PIPE.
D. TESTS SHALL BE PERFORMED AT EVERY STRUCTURE BEGINNING AT THE BASE OF THE STRUCTURE (COVERING THE 12" BELOW THE BASE OF THE STRUCTURE) WITH ONE TEST FOR EVERY 12" LIFT. TESTS SHALL ALTERNATE FROM CORNER TO CORNER OR FROM SIDE TO SIDE AROUND THE STRUCTURE WITH EACH 12" LIFT.
E. ALL DENSITY TESTS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEER, LICENSED IN THE STATE OF FLORIDA.

NOTE: ALL TESTS AND LOCATIONS ARE SUBJECT TO REVIEW BY REPRESENTATIVES OF OUR OFFICE AND ADDITIONAL TESTS MAY BE REQUIRED BASED ON FIELD OBSERVATIONS OF CONSTRUCTION TECHNIQUES OR MATERIALS USED ON SITE.



SURFACE: 1½" A.C.S.C. S–3

BASE: 8" LIMEROCK COMPACTED TO 98% PER A.A.S.H.T.O. T–180

SUBGRADE: 12" COMPACTED GRANULAR MATERIAL COMPACTED TO 98% PER A.A.S.H.T.O. T–180

PAVEMENT SPECIFICATION
NOT TO SCALE

⚠1

ON–SITE PAVEMENT SPECIFICATIONS:

CONCRETE PAVEMENT:
SURFACE – 5" THICK CONCRETE, 4,000 PSI MIN.

SUBGRADE – 12" COMPACTED SUBGRADE, COMPACT TO 98% PER A.A.S.H.T.O. T–180 (LBR 40)

OFF–SITE PAVEMENT SPECIFICATIONS:

CONCRETE PAVEMENT:
SURFACE – 6" THICK CONCRETE, 4,000 PSI MIN.

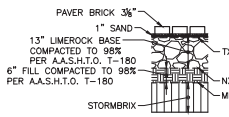
SUBGRADE – 12" STABILIZED SUBGRADE, COMPACT TO 98% PER A.A.S.H.T.O. T–180 (LBR 40)

F.D.O.T. R/W PAVEMENT SPECIFICATIONS:

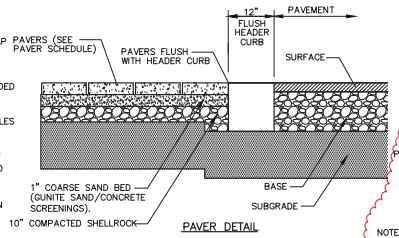
ALONG US #1 (SR NO.5):
SURFACE – 1.5" FRICTION COURSE FC–9.5 (160 LB/SY AVG.) (RUBBER) AND 2" STRUCTURAL COURSE TYPE SP (200 LB/SY AVG., TRAFFIC LEVEL B)

BASE – OPTIONAL GROUP 13

SUBGRADE – 12" STABILIZED SUBGRADE, COMPACT TO 98% PER A.A.S.H.T.O. T–180 (LBR 40)



PAVER BRICK STORM CHAMBER CROSS SECTION
NOT TO SCALE

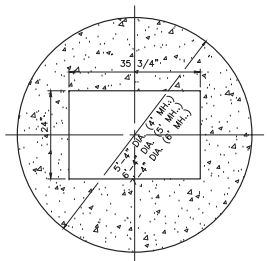


PAVER DETAIL

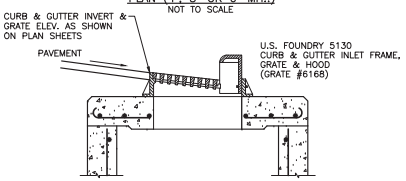
INTERLOCKING CONCRETE PAVER NOTES:

1. THE PAVERS TO BE PLACED ON A 1" LAYER OF COURSE SAND (GUNITE SAND/ CONCRETE SCREENINGS). THIS SAND MUST CONFORM TO A.S.T.M. C 33; MASON SAND IS UNACCEPTABLE.
2. INSTALL PAVER UNITS WITH JOINTS APPROXIMATELY 1/16 INCHES.
3. WHERE REQUIRED, CUT PAVING STONES WITH AN APPROVED CUTTER TO FIT ACCURATELY, NEATLY AND WITHOUT DAMAGED EDGES.
4. FILL VOIDS IN JOINTS BY SWEEPING IN DRY MASONRY SAND.
5. TAMP PAVING STONES WITH MECHANICAL VIBRATOR UNIFORMLY LEVEL, TRUE TO GRADE AND FREE OF MOVEMENT.
6. HANDICAP PARKING SPACES AND AISLES TO RECEIVE FLAT/SMOOTH PAVER (NOT TUMBLED EDGE) PROVIDING A SMOOTH A.D.A. SURFACE. STRIPING TO BE REFLECTIVE BLUE BRICK PAVERS.
7. ALL PARKING LOT STRIPING AND STOP BARS TO BE WITH REFLECTIVE WHITE BRICK PAVERS.
8. VEHICLE USE AREAS TO HAVE 3–1/8" PAVERS AND PEDESTRIAN AREAS TO HAVE 2–3/8" PAVERS.

TYPICAL INTERLOCKING CONCRETE PAVERS ⚠
NOT TO SCALE

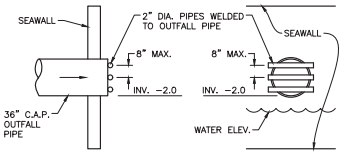


PLAN (4', 5' OR 6' MH.)
NOT TO SCALE

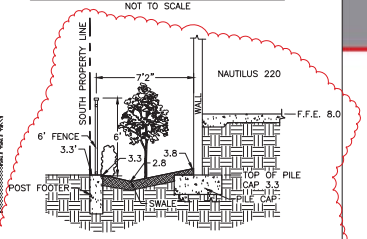


SECTION

CURB & GUTTER INLET DETAILS
NOT TO SCALE

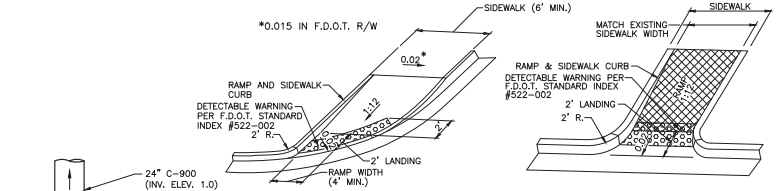


MANATEE EXCLUSION DEVICE
NOT TO SCALE



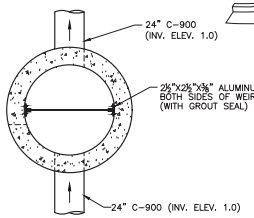
SOUTH BUFFER WALL SECTION

NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION

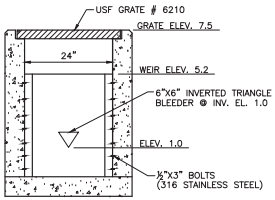


HANDICAP RAMP DETAIL (CR–G)
NOT TO SCALE

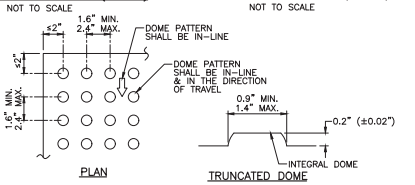
HANDICAP RAMP DETAIL (CR–E)
NOT TO SCALE



PLAN



CONTROL STRUCTURE 4' DIAMETER MANHOLE
NOT TO SCALE



PLAN

TRUNCATED DOME

NOTE: ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" IN PUBLIC R/W, 36" ON–SITE FROM THE BACK OF CURB. CONTRACTOR SHALL VERIFY W/ INSTALLATION. THE DETECTABLE WARNING SURFACE SHALL HAVE A CONTRASTING COLOR (YELLOW OR APPROVED ALTERNATE)

CURB RAMP DETECTABLE WARNING DETAIL
NOT TO SCALE

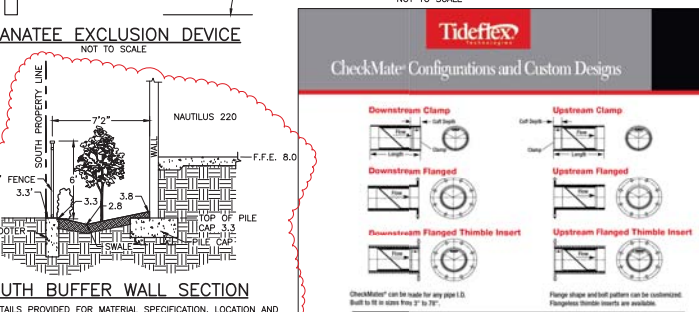
NOTES:
1. THESE ARE THE MINIMUM GENERAL REQUIREMENTS FOR PEDESTRIAN RAMPS. SEE F.D.O.T. INDEX 304 FOR ADDITIONAL SIDEWALK CURB RAMP DETAILS.
2. DETECTABLE WARNING SURFACE REQUIRED ON ALL H/C RAMPS. DETECTABLE WARNING SHALL BE CONTRASTING IN COLOR WITH TRUNCATED DOMES AND SHALL COMPLY WITH F.D.O.T. SPECS.
3. THIS DETAIL MAY NOT ADDRESS ALL IN–FIELD CONDITIONS AND SCENARIOS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF CONFLICTS AND TO INSURE THAT ALL CONSTRUCTION IS A.D.A. COMPLIANT AND IN CONFORMANCE WITH F.B.C. AND LOCAL GOVERNING AGENCY REQUIREMENTS.

TYPICAL HANDICAP RAMP DETAILS
NOT TO SCALE

Tideflex Technologies

CheckMate® Configurations and Custom Designs

CHECKMATE® VALVE
Designed for Inline Service



CheckMate® can be made for any pipe I.D. Built to fit in sizes from 3" to 78".

Flange shape and bolt pattern can be customized. Flangeless thimble inserts are available.

NOMINAL PIPE SIZE I.D.		OVERALL LENGTH*		NUMBER OF CLAMPS	CUT DEPTH		BACK PRESSURE RATING**		WEIGHT	
Inches	Millimeters	Inches	Millimeters		Inches	Millimeters	Feet	Meters	lbs	Kg
3	75	5.1	130	1	1.5	38	5	1.5	5	2.7
4	100	7.9	201	1	1.5	38	5	1.5	5	2.7
3	75	5.1	130	1	1.5	38	85	26.0	3	1.4
4	100	7.9	201	1	1.5	38	85	26.0	3	1.5
5	125	9.5	241	1	1.5	38	81	25.3	4	2
6	150	11.0	279	1	2.0	51	82	25.3	9	4
7	175	12.8	325	1	2.0	51	79	24.1	11	5
8	200	15.2	386	1	2.0	51	79	24.1	13	6
9	225	15.4	391	1	2.0	51	75	22.9	17	8
10	250	16.1	409	1	2.0	51	71	21.6	20	10
12	300	19.8	503	1	2.0	51	66	20.1	37	17
14	350	25.8	655	1	4.0	102	64	20.0	110	50
15	400	28.6	726	1	4.0	102	60	18.3	133	52
18	450	31.0	787	1	4.0	102	58	17.5	143	65
20	500	42.1	1069	2	8.0	203	53	16.2	223	102
24	600	47.5	1207	2	8.0	203	45	13.7	304	137
30	750	54.9	1395	2	8.0	203	38	11.6	500	227
36	900	62.3	1582	2	8.0	203	30	9.1	629	286
42	1050	70.8	1783	2	8.0	203	26	7.9	1425	646
48	1200	78.0	1967	2	8.0	203	21	7.0	1801	817
54	1350	86.4	2195	2	8.0	203	17	5.2	2706	1225
60	1500	96.0	2459	2	9.0	229	15	4.6	3315	1504
72	1800	119.0	3023	3	12.0	305	13	4.0	6100	2767
78	1950	119.0	3023	3	12.0	305	13	4.0	7000	3176

*Shorter lengths available.

**Back pressure measured from pipe invert. Higher back pressure ratings available. Consult factory.

Elliptical Pipe CheckMate®

Arch Pipe CheckMate®

Rectangular Pipe CheckMate®

Elliptical, Arch and Rectangular Pipes

Elliptical, arch and rectangular pipes for drainage and flood prevention projects have become popular, particularly in high water table areas with shallow surface gradients. CheckMate® Inline Check Valves are the perfect solution for backflow prevention in elliptical, arch and rectangular pipes.

Rubber Flanged

Rubber Flanged CheckMate® Valves can be manufactured with an integral rubber upstream or downstream flange. The flanged CheckMate® gets inserted into the host pipe then can be bolted to a matin g flange or anchored to a concrete headwall. The flange can be circular with standard drilling, or circular, square or rectangular with custom flange drilling. The valve is supplied with retaining rings for mounting.

Thimble Inserts

A CheckMate® Thimble Insert is a CheckMate® Valve that is factory-installed, clamped, and pinned into flanged or plain end pipe. The thimble insert assembly can either be inserted into the I.D. of the host pipe, or can be mounted to a mating flange or concrete headwall and extend beyond the pipe. Plain end thimble inserts are inserted into the host pipe and non-shrink grout is placed between the thimble insert O.D. and host pipe I.D. to form the seal.



Upstream Flanged CheckMate®



CheckMate® Thimble Insert

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

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4.) UPDATED CONTROL STRUCTURE DETAIL, 04/08/24 B.L.
⚠1 1ST BLDG. DEPT. REVIEW COMMENTS, 8/31/22 C.O.
3.) ADDED TIDEFLEX DETAIL, 8/25/22 C.O.
2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

REVISIONS

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 34531 · 561.478.2848

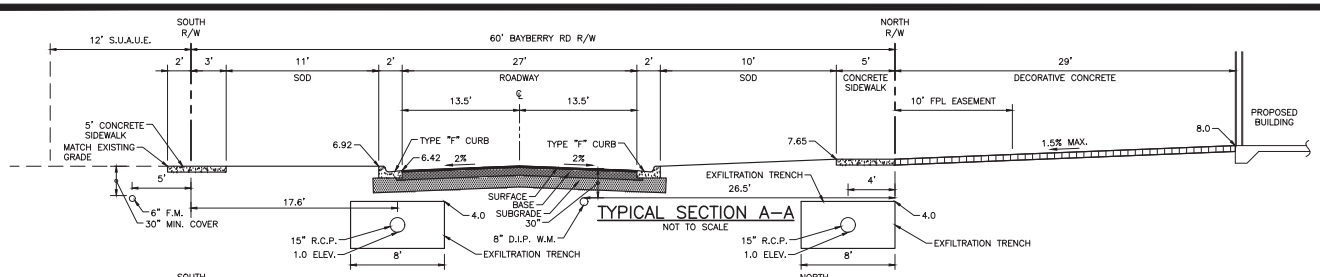
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E.C.	C.O.			

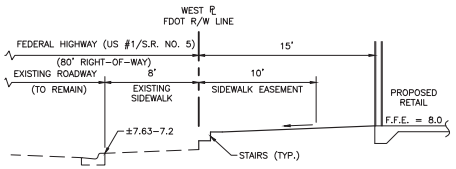
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SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE DETAILS

JOB NO. 19–038

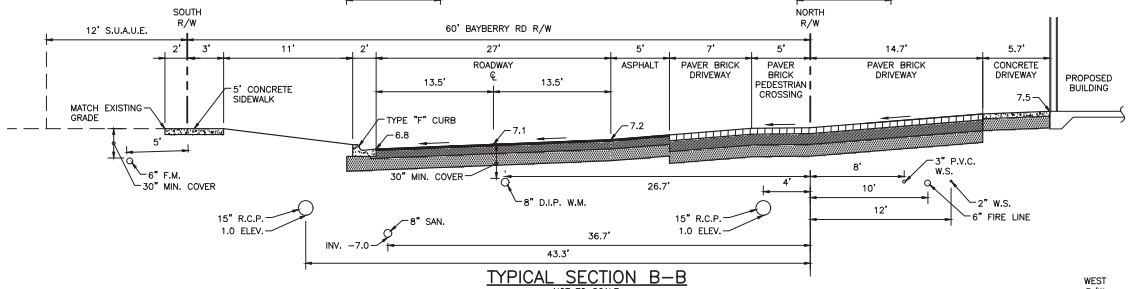
TOWN OF LAKE PARK
APPROVED FOR COMPLIANCE

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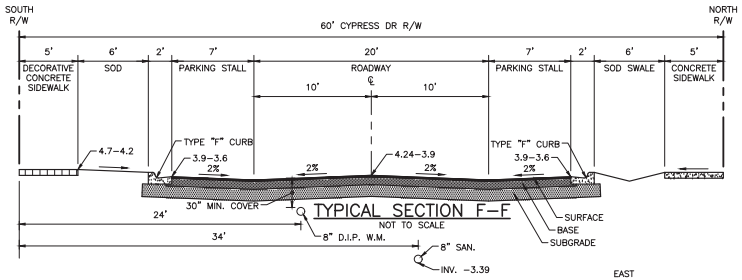




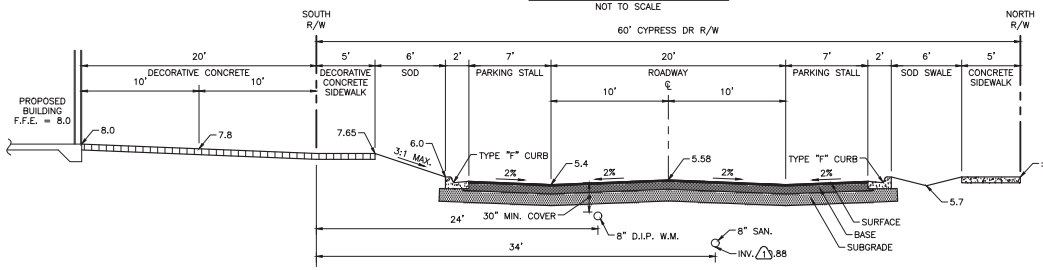
TYPICAL SECTION G–G
NOT TO SCALE



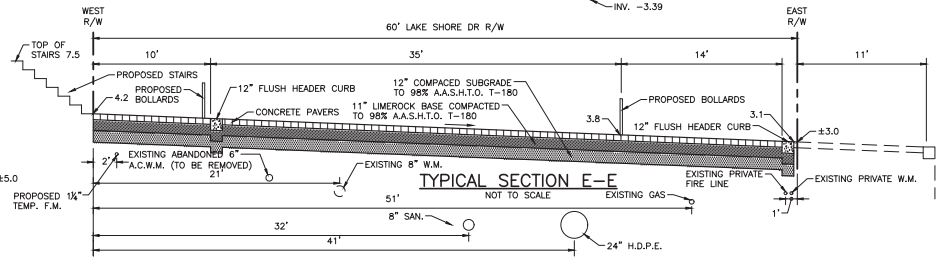
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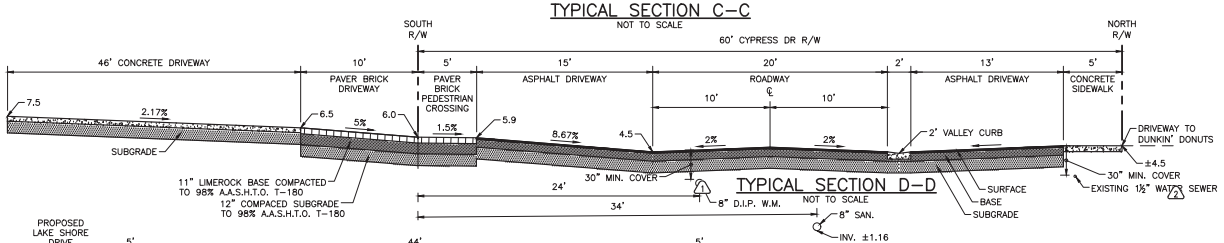
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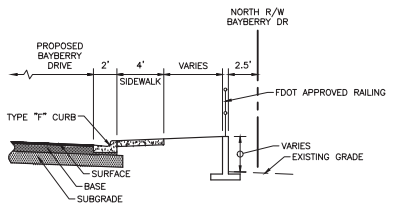
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NOT TO SCALE



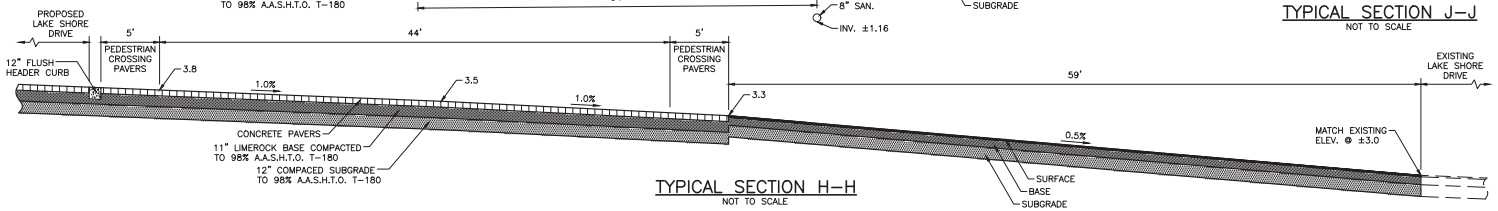
TYPICAL SECTION E–E
NOT TO SCALE



TYPICAL SECTION D–D
NOT TO SCALE



TYPICAL SECTION J–J
NOT TO SCALE



TYPICAL SECTION H–H
NOT TO SCALE

ERIK R. COOPER LICENSED No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

3.) REVISED TYPICAL SECTIONS, 11/11/24 C.O.
2. PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED SECTION D–D, 04/19/23 C.O.
1. 1ST BLDG. DEPT. REVIEW COMMENTS, 8/31/22 C.O.
ADDED TYPICAL SECTION H–H, 08/04/22

REVISIONS

SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 3453 | 561.478.7848

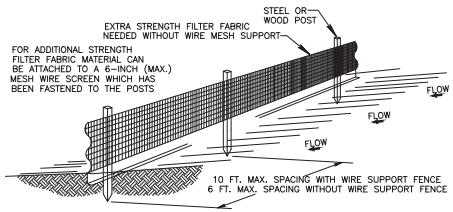
DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
PAVING AND DRAINAGE DETAILS

JOB NO. 19-038

TOWN OF LAKE PARK
APPROVED
PARK ORDINANCE

J:\FILES\2019\19-038\CONSTRUCTION\19038S08-10_PDD.dwg 12/23/2024 1:41 PM Connor O'Rourke



SILT FENCE INSTALLATION DETAIL

NOT TO SCALE.

NOTES:

1.) THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2.) THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3.) POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4.) A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5.) WHEN STANDARD STRENGTH FILTER FABRIC IS USED. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6.) THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7.) THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.

POLLUTION PREVENTION NOTES:

1.) THIS PLAN SHOULD BE USED AS A GUIDE, A COMPLETE STORMWATER POLLUTION PLAN SHOULD BE DEVELOPED TO MEET OR EXCEED F.D.E.P. REQUIREMENTS.

2.) CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO DIRT BE TRACKED OFF-SITE OR LEAVES THE SITE BY WIND, RUNOFF, OR OTHER MEANS.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL N.P.D.E.S. REQUIREMENTS INCLUDING FILING OF N.O.I., MONITORING REPORTS AND N.O.T.

4.) POLLUTION PREVENTION MEASURES SHALL CONSIST OF, BUT NOT LIMITED TO, THE FOLLOWING:

A. CONSTRUCT WASHROCK PAD AT ALL POINTS EGRESS FOR WASHDOWN OF TRUCK TIRES.

B. CONSTRUCT EROSION CONTROL FENCE AND/OR TURBIDITY SCREENS ALONG PROPERTY LINES AS NEEDED.

C. NO AREA SHALL BE LEFT BARREN OR SUBJECT TO EROSION DURING CONSTRUCTION. SEEDING AND MULCHING IS REQUIRED FOR ANY AREAS ANTICIPATED TO BE BARREN DURING CONSTRUCTION FOR MORE THAN 15 DAYS.

D. TURBIDITY BARRIERS TO BE UTILIZED AT PROJECT OUTFALL.

E. OTHER MEASURES AS DIRECTED BY THE ENGINEER OR PALM BEACH COUNTY.

5.) IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL POLLUTION PREVENTION REQUIREMENTS. FOR AFFECTED AREAS GREATER THAN 1 ACRE, COMPLIANCE SHALL INCLUDE (BUT IS NOT LIMITED TO) THE FOLLOWING:

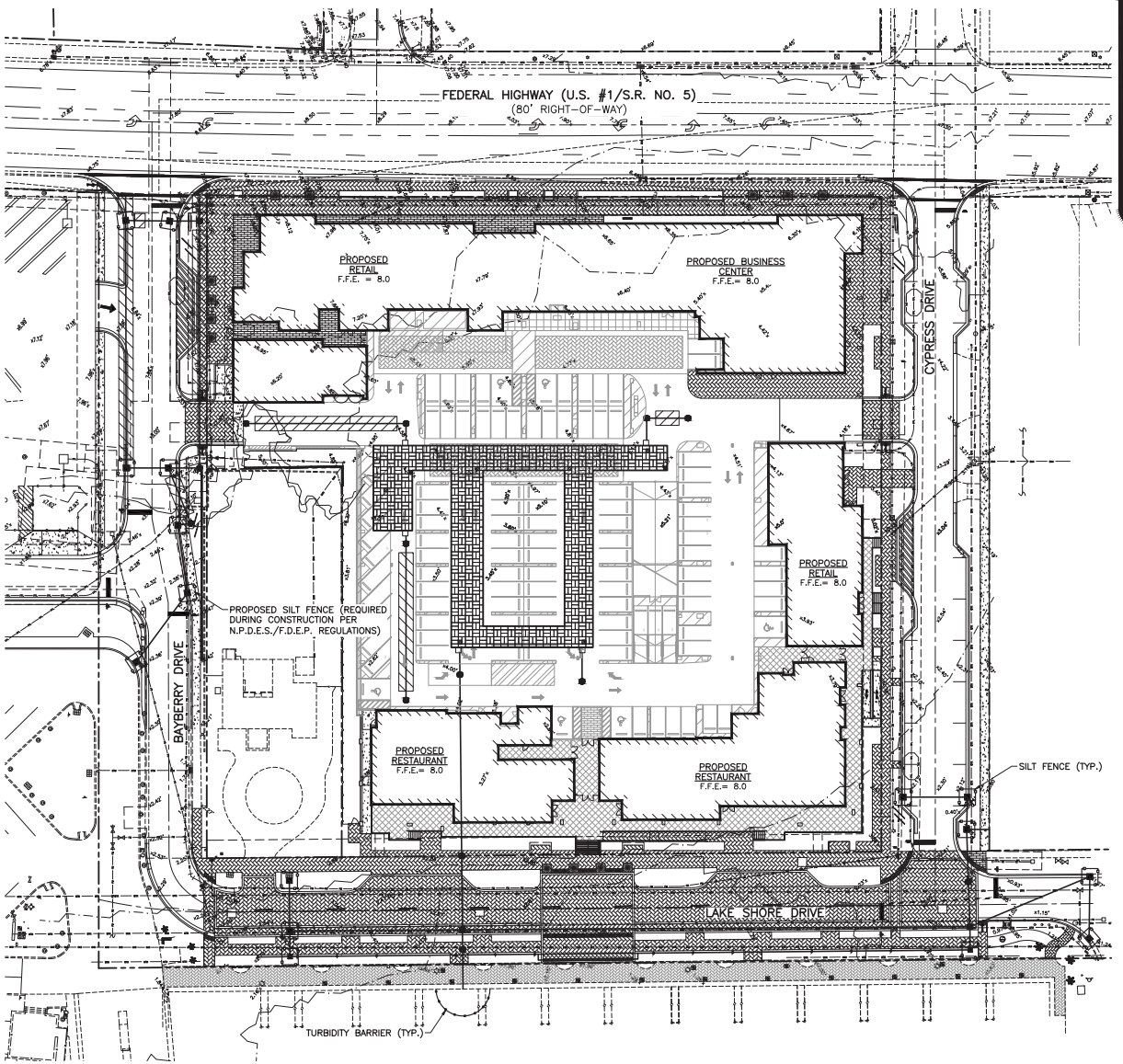
A. PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.) IN ACCORDANCE WITH THE D.E.P. "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" (D.E.P. DOCUMENT NO. 62-621.300(4)(A))

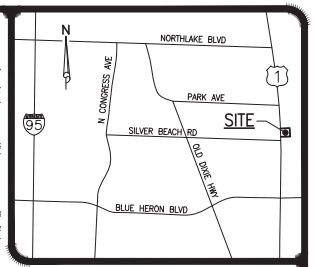
B. SUBMITTAL OF THE NOTICE OF INTENT (N.O.I.) TO THE D.E.P.

C. MAINTENANCE AND INSPECTION OF THE ELEMENTS OF THE S.W.P.P.P.

D. MAINTENANCE OF RECORDS (INSPECTION REPORTS, N.O.I, S.W.P.P.P., ETC.)

E. SUBMITTAL OF THE NOTICE OF TERMINATION TO THE D.E.P. AT THE CONCLUSION OF THE PROJECT





LOCATION MAP
NOT TO SCALE

N

30 15 0 30 60
SCALE IN FEET
1"=30'

LEGEND

SILT FENCE

48 HOURS BEFORE DIGGING
BROWARD ● PALM BEACH ● INDIAN RIVER
ST. LUCIE ● MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

2.) REVISIONS PER F.D.O.T. COMMENTS, 12/30/20 R.W.
1.) REVISIONS PER F.D.O.T. COMMENTS, 10/30/20 B.L.

REVISIONS

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34531 | 561.478.7848

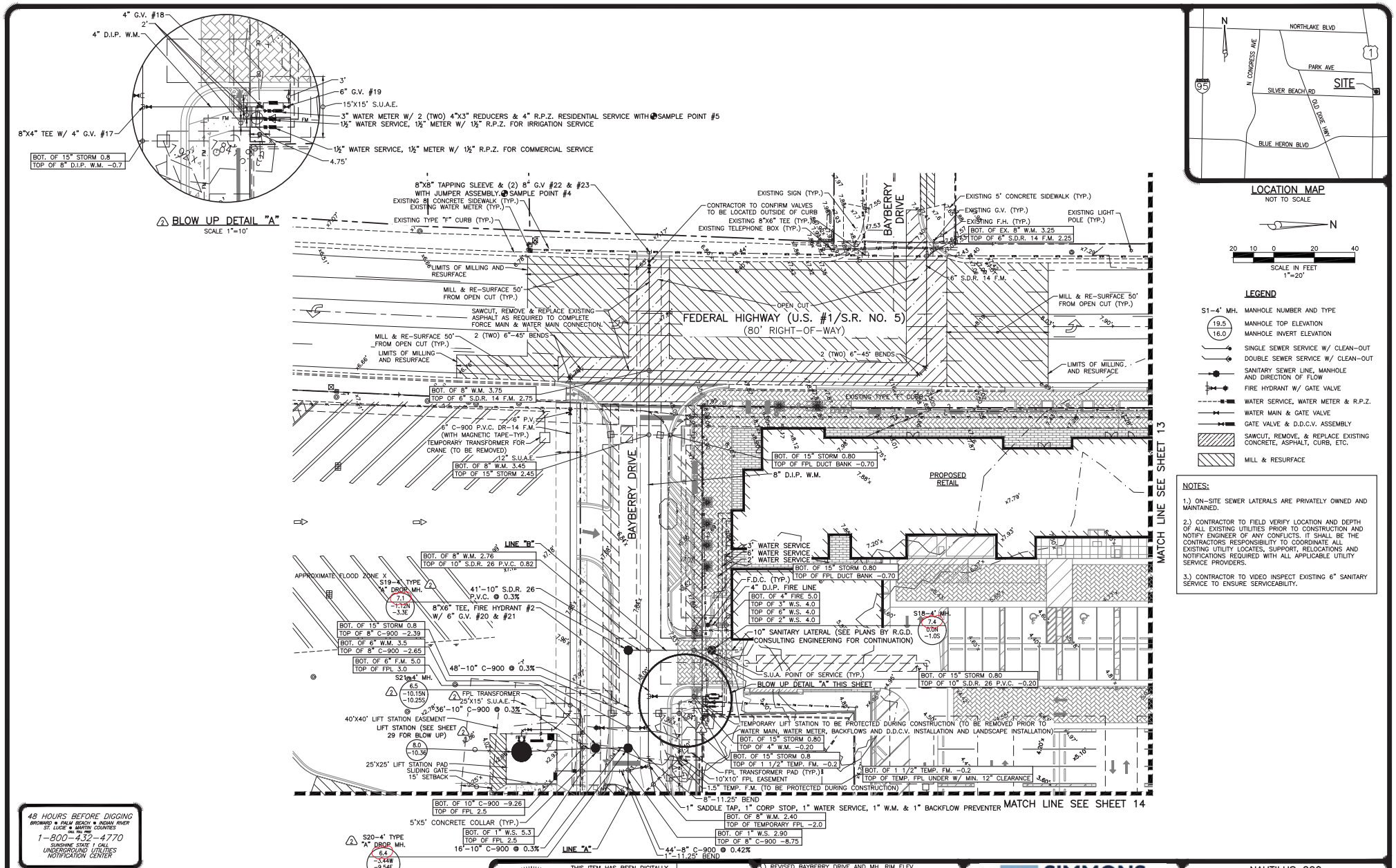
DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
POLLUTION PREVENTION PLAN

JOB NO. 19-038

TOWN OF LAKE PARK
APPROVED
DEVELOPMENT ORDER COMPLIANCE

J:\FILES\2019\19-038\CONSTRUCTION\19038S01\1_PPP.dwg 12/23/2024 1:44 PM Connor O'Rourke



LOCATION MAP
NOT TO SCALE

N

20 10 0 20 40
SCALE IN FEET
1"=20'

LEGEND

S1-4' MH.	MANHOLE NUMBER AND TYPE
19.5 / 16.0	MANHOLE TOP ELEVATION / MANHOLE INVERT ELEVATION
	SINGLE SEWER SERVICE W/ CLEAN-OUT
	DOUBLE SEWER SERVICE W/ CLEAN-OUT
	SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
	FIRE HYDRANT W/ GATE VALVE
	WATER SERVICE, WATER METER & R.P.Z.
	WATER MAIN & GATE VALVE
	GATE VALVE & D.D.C.V. ASSEMBLY
	SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.
	MILL & RESURFACE

NOTES:

1.) ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED.

2.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.

3.) CONTRACTOR TO VIDEO INSPECT EXISTING 6" SANITARY SERVICE TO ENSURE SERVICEABILITY.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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REVISIONS
3.) REVISED BAYBERRY DRIVE AND MH. RIM ELEV., 11/05/24 C.O.
2.) PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER FPL & SEACOAST, 6/15/23 C.O.
REVISED PER S.U.A. COMMENTS, 11/09/22 C.O.
1.) REVISED L.S., SANITARY SEWER & US-1 OPEN CUTS PER S.U.A. COMMENTS, 8/25/22 C.O.

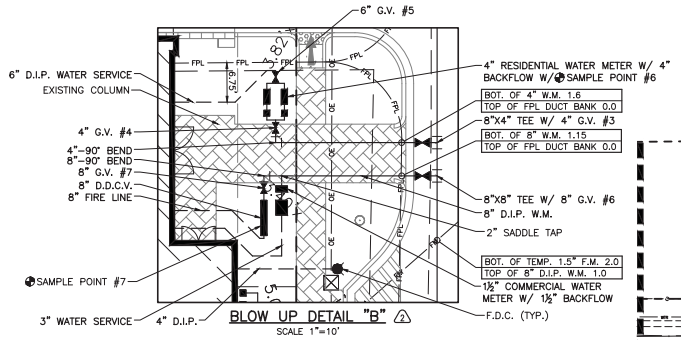
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Authorization # 34531 | 561.478.7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
WATER AND WASTEWATER PLAN

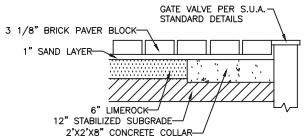
JOB NO. 19-038

Item 14.



BLOW UP DETAIL "B" (2)

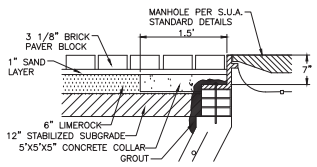
SCALE 1"=10'



PAVER BRICK AT VALVE DETAIL

NOT TO SCALE

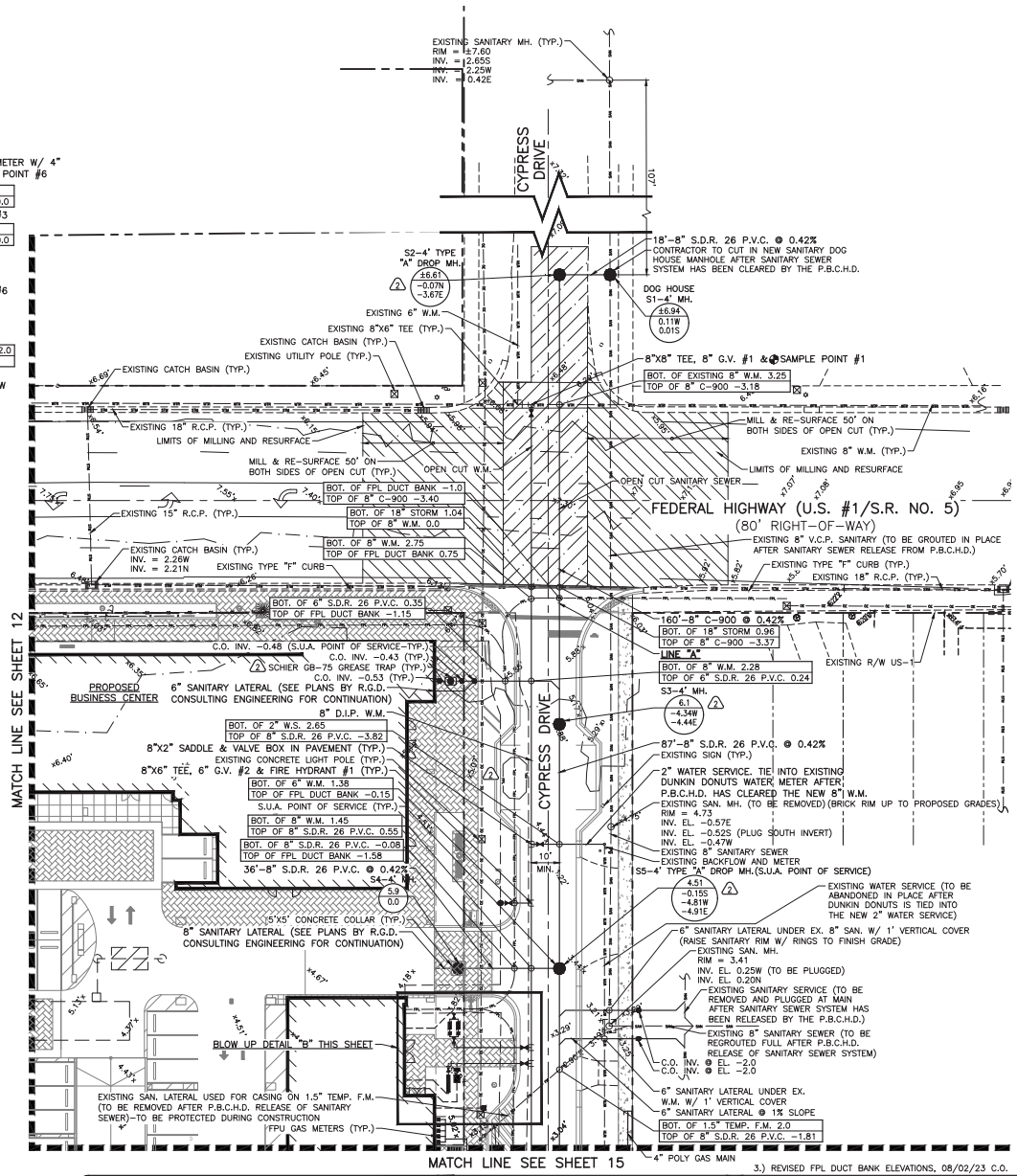
NOTE: SEE LANDSCAPE PLANS FOR PAVER BRICK SPECIFICATIONS

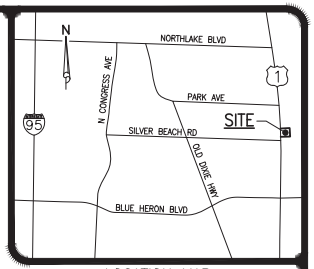


PAVER BRICK AT MANHOLE DETAIL

NOT TO SCALE

NOTE: SEE LANDSCAPE PLANS FOR PAVER BRICK SPECIFICATIONS





LOCATION MAP

NOT TO SCALE

N

20 10 0 20 40

SCALE IN FEET

1"=20'

LEGEND

- S1-4' MH. — MANHOLE NUMBER AND TYPE
- 19.5 / 16.0 — MANHOLE TOP ELEVATION / MANHOLE INVERT ELEVATION
- SINGLE SEWER SERVICE W/ CLEAN-OUT
- DOUBLE SEWER SERVICE W/ CLEAN-OUT
- SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
- FIRE HYDRANT W/ GATE VALVE
- WATER SERVICE, WATER METER & R.P.Z.
- WATER MAIN & GATE VALVE
- GATE VALVE & D.D.C.V. ASSEMBLY
- SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.
- MILL & RESURFACE

NOTES:

1.) ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED.

2.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.

3.) CONTRACTOR TO VIDEO INSPECT EXISTING 6" SANITARY SERVICE TO ENSURE SERVICEABILITY.

4.) CONTRACTOR TO LOCATE EXISTING LATERAL TO DUNKIN DONUTS AND VISTA MARINA CONDOS AND CONNECT LATERALS TO NEW SANITARY SYSTEM AFTER NEW SANITARY SYSTEM HAS BEEN RELEASED BY THE P.B.C.H.D.

48 HOURS BEFORE DIGGING
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ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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2.) PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A., 06/15/23 C.O.
ADDED FPL CROSSING CALLOUTS. REVISED WATER METER ALIGNMENT, 04/19/23 C.O.
REVISED PER S.U.A. COMMENTS, 11/09/22 C.O.
1.) REVISED SANITARY SEWER, US-1 OPEN CUT & ADDED M.H. S3 PER S.U.A. COMMENTS, 8/25/22 C.O.
3.) REVISED FPL DUCT BANK ELEVATIONS, 08/02/23 C.O.

REVISIONS

SIMMONS & WHITE

3581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 34.53 · 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220

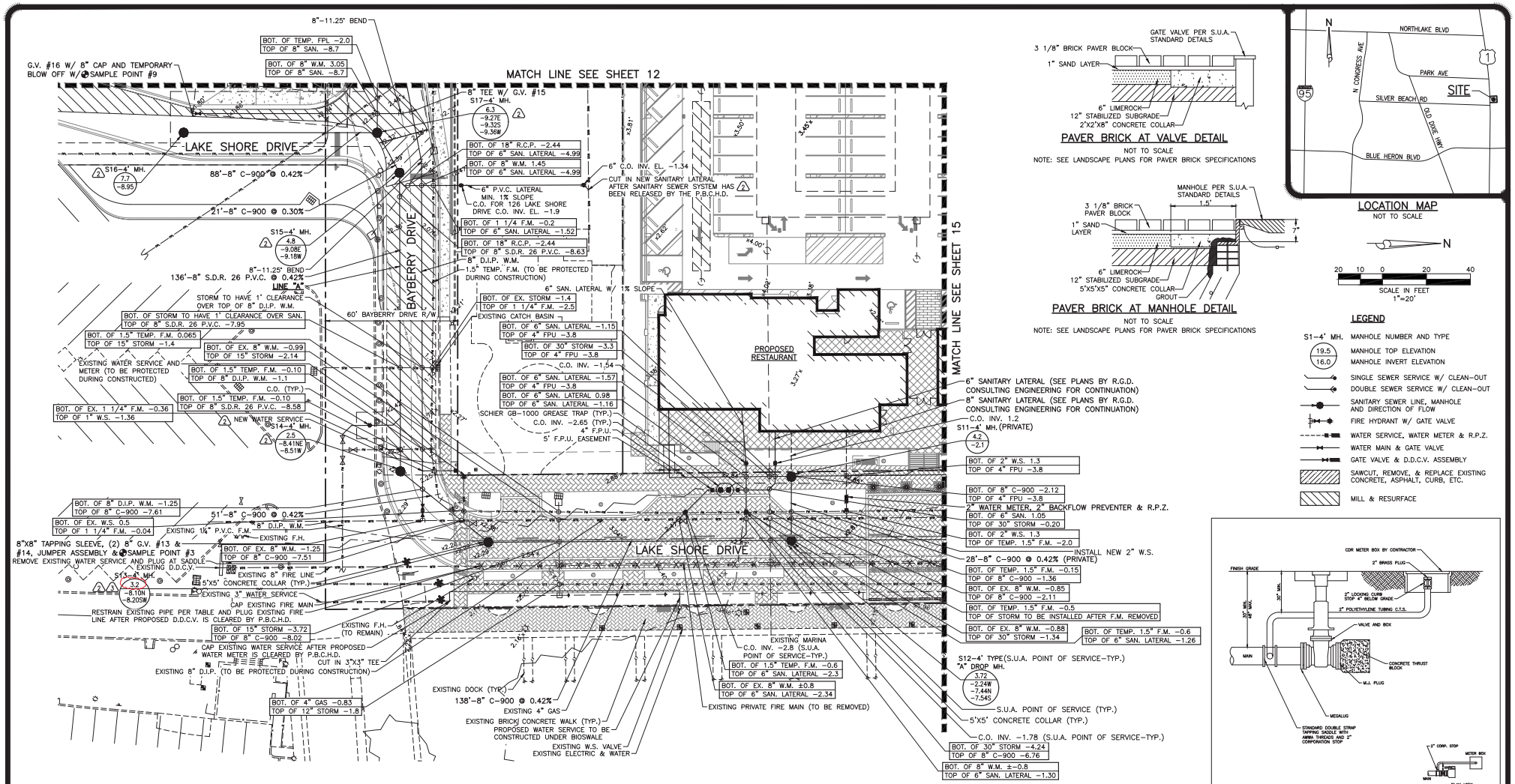
SECTION 21, TOWNSHIP 42S., RANGE 43E.

TOWN OF LAKE PARK, FLORIDA

WATER AND WASTEWATER PLAN

JOB NO. 19-038

Item 14.



PAVER BRICK AT VALVE DETAIL

NOT TO SCALE

NOTE: SEE LANDSCAPE PLANS FOR PAVER BRICK SPECIFICATIONS

PAVER BRICK AT MANHOLE DETAIL

NOT TO SCALE

NOTE: SEE LANDSCAPE PLANS FOR PAVER BRICK SPECIFICATIONS

LOCATION MAP

NOT TO SCALE

N

20 10 0 20 40

SCALE IN FEET

1"=20'

LEGEND

- S1-4' MH. — MANHOLE NUMBER AND TYPE
- 19.5 / 16.0 — MANHOLE TOP ELEVATION / MANHOLE INVERT ELEVATION
- SINGLE SEWER SERVICE W/ CLEAN-OUT
- DOUBLE SEWER SERVICE W/ CLEAN-OUT
- SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
- FIRE HYDRANT W/ GATE VALVE
- WATER SERVICE, WATER METER & R.P.Z.
- WATER MAIN & GATE VALVE
- GATE VALVE & D.D.C.V. ASSEMBLY
- SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.
- MILL & RESURFACE

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. TRAFFIC BEARING METER BOXES WILL BE REQUIRED IN ALL PAVED AREAS, AREAS WHICH MAY BE PAVED IN THE FUTURE, OR RIGHT OF WAY.
2. TUBING SHALL BE CONTINUOUS FROM CORPORATION STOP TO CURB STOP, NO FITTINGS SHALL BE PERMITTED.
3. PREVIOUS JOINTS SHALL BE RESTRAINED IN ACCORDANCE WITH "PIPE RESTRAINT TABLE" DRAWING.

Temporary Blow Off with Restraint Block

SEACOAST UTILITY AUTHORITY

CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED: MAY 24, 2023

DRAWING No. 23

Revision 0-23

NOTES:

1.) ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED.

2.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.

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ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

4.) REVISED PRIVATE FIRE LINE AND MH. S11 & S12, 11/05/24 C.O.

3 REVISED MH. RIM S13 TO 3.2, SHIFTED MH. S11 & S12, 10/14/24 C.O.

ERIK R. COOPER LICENSED PROFESSIONAL ENGINEER No 56934 STATE OF FLORIDA

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

3.) ADDED F.P.U. EASEMENT & CROSSING INFO, 05/21/24 C.O.
2 PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A., 06/15/23 C.O.
REVISED PER S.U.A. COMMENTS, 11/09/22 C.O.
1.) REVISED SAN. SEWER, W.S. TO MARINA & FIRE LINE, TEMP. F.M. PER S.U.A. COMMENTS, 8/25/22 C.O.

REVISIONS

SIMMONS & WHITE

3581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407

Authorization # 34531 · 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220

SECTION 21, TOWNSHIP 42S., RANGE 43E.

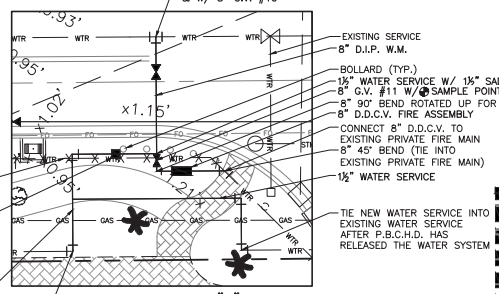
TOWN OF LAKE PARK, FLORIDA

WATER AND WASTEWATER PLAN

JOB NO. 19-038

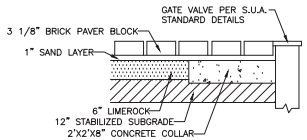
TO PARK ON ORDINANCE

J:\FILES\2019\19-038\CONSTRUCTION\190388512-15_WS.dwg 12/23/2024 1:43 PM Connor O'Rourke



BLOW UP DETAIL "C"

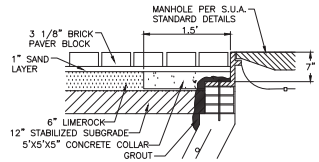
SCALE 1"=10' (2)



PAVER BRICK AT VALVE DETAIL

NOT TO SCALE

NOTE: SEE LANDSCAPE PLANS FOR PAVER BRICK SPECIFICATIONS



PAVER BRICK AT MANHOLE DETAIL

NOT TO SCALE

NOTE: SEE LANDSCAPE PLANS FOR PAVER BRICK SPECIFICATIONS

MATCH LINE SEE SHEET 13

MATCH LINE SEE SHEET 14

CYPRESS DRIVE

LAKE SHORE DRIVE

PROPOSED RETAIL S6-4' MH. (PRIVATE) 4.6 / -2.86

PROPOSED RESTAURANT

LINE "A"

36'-8" S.D.R. 26 P.V.C. @ 0.42% (PRIVATE)

5'X5' CONCRETE COLLAR (TYP.)

8" SANITARY LATERAL (SEE PLANS BY R.G.D. CONSULTING ENGINEERING FOR CONTINUATION)

6" SANITARY LATERAL (SEE PLANS BY R.G.D. CONSULTING ENGINEERING FOR CONTINUATION)

S9-4' MH. (PRIVATE) 4.2 / -3.7

C.O. INV. -2.1
C.O. INV. -3.7 (S.U.A. POINT OF SERVICE-TYP.)
C.O. INV. -2.55 (TYP.)
SCHIER GB-1000 GREASE TRAP (TYP.)
C.O. INV. -2.45 (TYP.)

6" S.D.R. 26 P.V.C. LATERAL @ 1% SLOPE
BOT. OF 1.5" TEMP. FM -2.0
TOP OF 6" SAN. LATERAL -2.5

C.O. INV. -2.81 (S.U.A. POINT OF SERVICE-TYP.)

2" WATER METER, 2" BACKFLOW PREVENTER & R.P.Z.
BOT. OF 2" WATER SERVICE -1.3
TOP OF 1.5" TEMP. FM -1.9

INSTALL NEW 2" WATER SERVICE

1.5" TEMP. F.M. (TO BE PROTECTED DURING CONSTRUCTION)

179'-8" C-900 @ 0.42%

BOT. OF EX. 8" W.M. -1.52
TOP OF 6" SAN. LATERAL -2.81

BOT. OF 6" SAN. LATERAL -3.75
TOP OF 4" FPU -4.7

BOT. OF 6" SAN. LATERAL -3.75
TOP OF 4" FPU -4.7

BOT. OF 6" SAN. LATERAL -2.4
TOP OF 6" SAN. LATERAL -3.31

BOT. OF 1.5" TEMP. F.M. -1.9
TOP OF 6" SAN. LATERAL -3.4

C.O. INV. -3.9 (S.U.A. POINT OF SERVICE-TYP.)

BOT. OF EX. 8" W.M. -1.55
TOP OF 6" SAN. LATERAL -3.34

BOT. OF 1.5" TEMP. F.M. -1.9
TOP OF 8" C-900 -2.99

BOT. OF 4" FPU -3.0
TOP OF 1.5" TEMP. FM -1.9

BOT. OF EX. 6" W.M. -1.52
TOP OF 8" C-900 -3.01

27'-8" C-900 @ 0.42%

S.U.A. POINT OF SERVICE (TYP.)

5'X5' CONCRETE COLLAR (TYP.)

EXISTING 8" FIRE LINE (TO BE ABANDONED)

BOT. OF EX. 8" W.M. -1.52
TOP OF 4" GAS MAIN -3.0

S10-4' TYPE "A" DROP MH. 3.8 / -3.81W / -6.57N / -6.67S

EXISTING MARINA

4" GAS LINE

BOT. OF 4" GAS -3.0
TOP OF 24" R.C.P. -5.8

EXISTING CONCRETE SEAWALL (TYP.)

BOT. OF 4" GAS -3.0
TOP OF 8" C-900 -6.23

EXISTING PRIVATE FIRE MAIN (TO BE REMOVED)

8"X6" TEE, 6" G.V. #12 & FIRE HYDRANT #2 (TYP.)

78'-8" C-900 @ 0.42%

8"X8" TAPPING SLEEVE, (2) 8" G.V. #8 & #9, JUMPER ASSEMBLY & SAMPLE POINT #2

5'X5' CONCRETE COLLAR (TYP.)

S8-4' MH. 3.5 / -6.14W / -6.24S

BOT. OF EX. 4" GAS -2.1
TOP OF 2" W.S. -3.1

BOT. OF 2" W.S. 0.40
TOP OF 15" STORM -0.60

EXISTING CATCH BASIN RIM = 0.96
INV. EL. = -3.75W
INV. EL. = -3.55N
INV. EL. = -3.25S
BOTTOM = -3.95

EXISTING BACKFLOW
EXISTING F.H.
EXISTING F.P.L. PAD

2" VALVE

BLOW UP DETAIL "C" THIS SHEET

EXISTING STORM MH.
BOT. OF EX. 4" GAS -2.10
TOP OF 8" FIRE -3.85
TOP OF 2" W.S.

EXISTING LIGHT POLE (TYP.)

CUT IN 1¼"X1¼" 90° BEND
1¼" SCHEDULE 80 F.M. WITH TRACER WIRE/TAPE

BOT. OF EX. 8" W.M. -2.32
TOP OF 15" STORM -2.87

BOT. OF 8" W.M. -2.08
TOP OF 15" STORM -2.89

BOT. OF 1 1/4" P.V.C. F.M. -1.0
TOP OF 15" STORM -2.89

EXISTING 1¼" P.V.C. (SCHEDULE 40) F.M.

EXISTING WATER VALVES (TYP.)

EXISTING G.V. (TYP.)

BOT. OF 1 1/4" SCHEDULE 80 P.V.C. F.M.
TOP OF 15" STORM -2.83

BOT. OF 8" W.M. -1.44
TOP OF 1 1/4" F.M. -2.44

EXISTING 8" W.M. 1¼" 45° BEND

PLUG SADDLE AFTER NEW W.S. AND METER TO DUNKIN DONUTS HAS BEEN PLACED INTO SERVICE

BOT. OF 1 1/4" P.V.C. F.M. 0.60
TOP OF 15" STORM -2.81

BOT. OF 8" EX. W.M. -2.30
TOP OF 15" STORM -2.81

BOT. OF 8" EX. W.M. (±)-2.28
TOP OF 1 1/4" P.V.C. F.M. -3.25

BOT. OF 8" EX. W.M. (±)-2.25
TOP OF 8" C-900 -5.34

C.O. INV. 0.80 (S.U.A. POINT OF SERVICE)

BOT. OF 15" STORM -0.34
TOP OF 8" W.M. -1.34

BOT. OF 15" STORM -0.37
TOP OF 8" S.D.R. 26 P.V.C. -5.12

BOT. OF 15" STORM -4.73
TOP OF FPL DUCT BANK -5.73

BOT. OF FPL DUCT BANK -3.52
TOP OF 8" C-900 -5.52

BOT. OF 15" STORM -0.34
TOP OF FPL DUCT BANK -1.3

BOT. OF FPL DUCT BANK -3.5

5' F.P.U. EASEMENT

10' MIN.

BOT. OF 8" W.M. 0.5
TOP OF 8" S.D.R. 26 P.V.C. -2.21

BOT. OF 8" S.D.R. 26 P.V.C. -2.93
TOP OF FPL DUCT BANK -4.0

143'-8" C-900 @ 0.42%

EXISTING W.S. (TO BE PROTECTED DURING CONSTRUCTION)

S.U.A. POINT OF SERVICE (TYP.)

S7-4' TYPE "A" DROP MH. 4.25 / -3.01S / -5.44W / -5.54E

EXISTING OVERHEAD POWER (TYP.)

126'-8" S.D.R. 26 P.V.C. @ 0.42%

4" POLY GAS MAIN

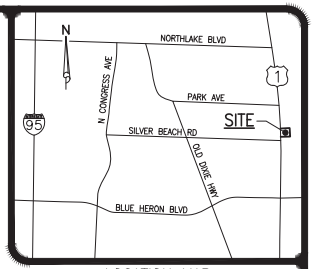
APPROXIMATE FLOOD ZONE AE (BASE FLOOD ELEV. 5')
APPROXIMATE FLOOD ZONE AE (BASE FLOOD ELEV. 6')

BOT. OF 8" S.D.R. -2.86
TOP OF 4" FPU -3.8

BOT. OF 1.5" F.M. -1.3
TOP OF 8" S.D.R. 26 P.V.C. -2.14

BOT. OF
TOP OF 4" FPU -4.7

BOT. OF 8" SAN. -3.65
TOP OF 4" FPU -4.7



LOCATION MAP

NOT TO SCALE

N

20 10 0 20 40

SCALE IN FEET 1"=20'

LEGEND

- S1-4' MH. — MANHOLE NUMBER AND TYPE
- 19.5 / 16.0 — MANHOLE TOP ELEVATION / MANHOLE INVERT ELEVATION
- SINGLE SEWER SERVICE W/ CLEAN-OUT
- DOUBLE SEWER SERVICE W/ CLEAN-OUT
- SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
- FIRE HYDRANT W/ GATE VALVE
- WATER SERVICE, WATER METER & R.P.Z.
- WATER MAIN & GATE VALVE
- GATE VALVE & D.D.C.V. ASSEMBLY
- SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.
- MILL & RESURFACE

NOTES:

1.) ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED.

2.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.

3.) CONTRACTOR TO VIDEO INSPECT EXISTING 6" SANITARY SERVICE TO ENSURE SERVICEABILITY.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

ERIK R. COOPER LICENSED PROFESSIONAL ENGINEER No 56934 STATE OF FLORIDA

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REVISIONS

5.) REVISED PRIVATE FIRE LINE, 11/05/24 C.O.
4.) REVISED MANATEE SB, LATERAL FROM GREASE TRAP & ADDED FPU GAS MAINS, 08/19/24 C.O.
3.) ADDED F.P.U. EASEMENT & CROSSING INFO, 05/21/24 C.O.
2.) PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A. COMMENTS, 11/09/22 C.O.
1.) REVISE W.M. & FIRE TO MARINA, TEMP. F.M. PER S.U.A. COMMENTS, 8/25/22 C.O.

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34531 | 561.478.7848

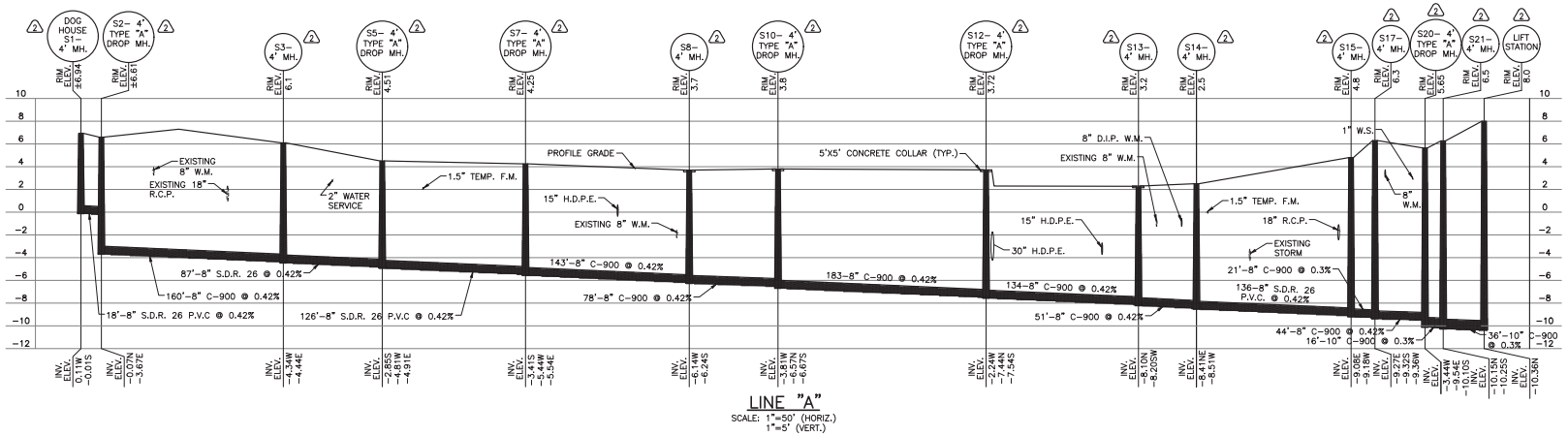
DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
WATER AND WASTEWATER PLAN

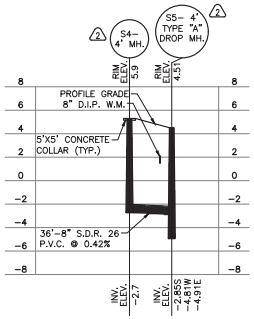
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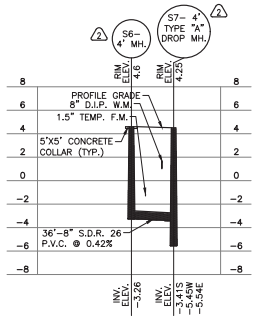
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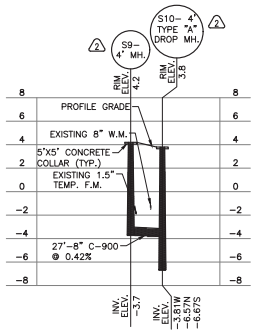
LINE "A"
SCALE: 1"=50' (HORIZ.)
1"=5' (VERT.)



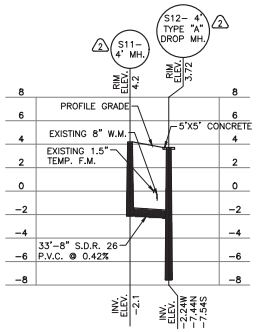
S4–S5
SCALE: 1"=50' (HORIZ.)
1"=5' (VERT.)



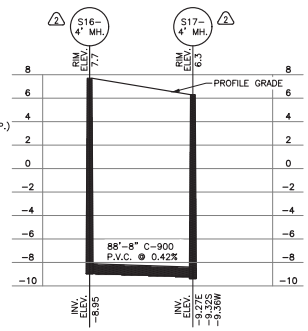
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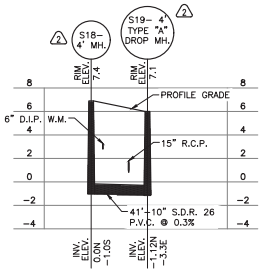
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1"=5' (VERT.)



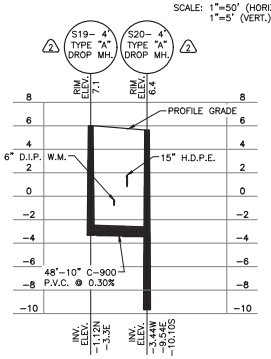
S11–S12
SCALE: 1"=50' (HORIZ.)
1"=5' (VERT.)



S16–S17
SCALE: 1"=50' (HORIZ.)
1"=5' (VERT.)



S18–S19
SCALE: 1"=50' (HORIZ.)
1"=5' (VERT.)



LINE "B"
SCALE: 1"=50' (HORIZ.)
1"=5' (VERT.)

DATUM NOTES:
1.) ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417–0700.
2.) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.47 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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REVISIONS
2 PERMIT REVISIONS 2, 06/02/23 C.O.
1 REVISED INVERTS PER S.U.A. COMMENTS, 8/25/22 C.O.

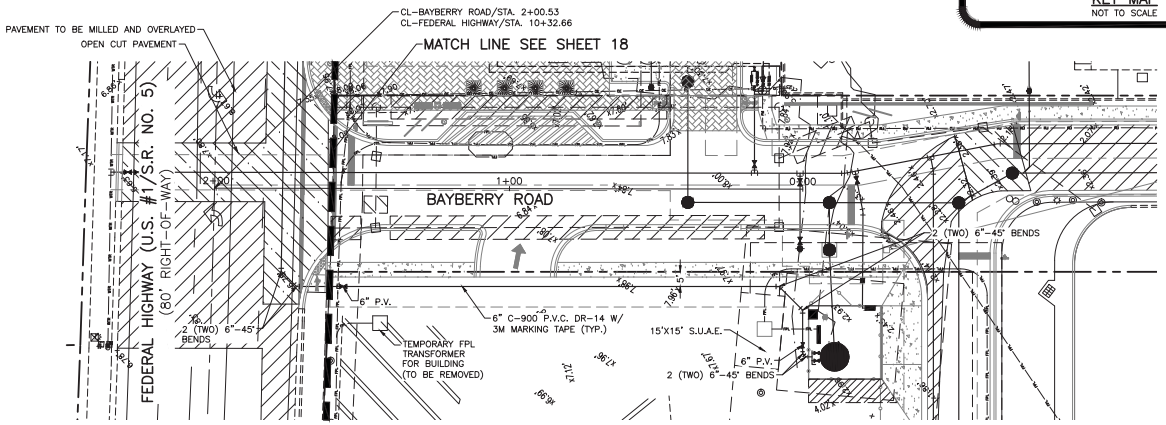
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3581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34513 | 561.478.7848

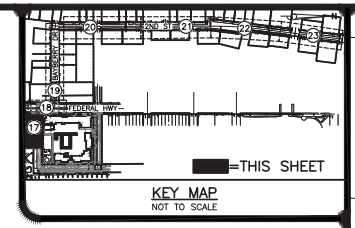
DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
SANITARY SEWER PROFILE

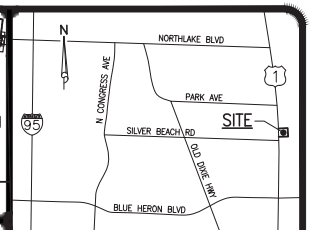
JOB NO. 19–038

Item 14.





KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

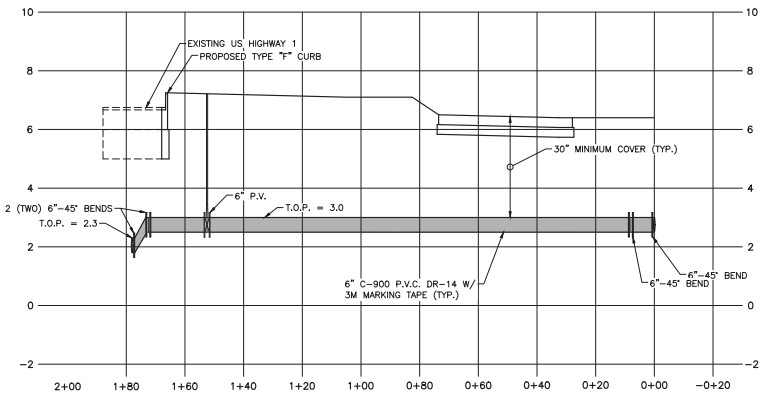
N

20 10 0 20 40
SCALE IN FEET
1"=20'

LEGEND

SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.

MILL & RESURFACE



FORCE MAIN PROFILE VIEW ⚠2
SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)

NOTES:

CONTRACTOR TO POT HOLE AND FIELD VERIFY ALL CONDUIT/UTILITY CROSSINGS PRIOR TO START OF CONSTRUCTION AND REPORT TOP OF PIPE ELEVATION TO E.O.R.

48 HOURS BEFORE DIGGING
BROWARD ● PALM BEACH ● INDIAN RIVER
ST. LUCIE ● MARTIN COUNTIES
CALL TOLL FREE
1–800–432–4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

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⚠2 PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A., 06/15/23 C.O.
1.) ADDED FORCE MAIN PROFILE PER S.U.A. COMMENTS, 8/25/22 C.O.

REVISIONS

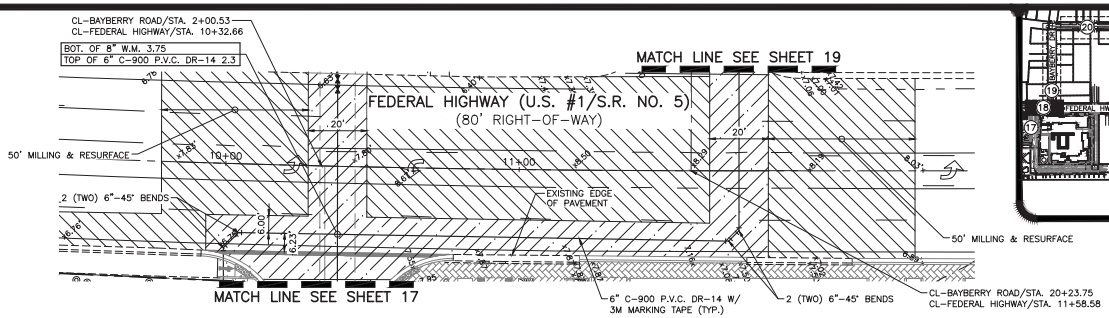
SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 3432 · 561.478.7848

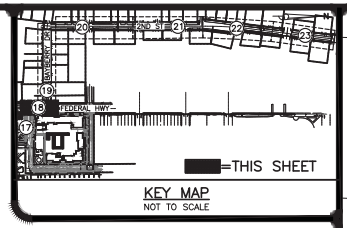
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E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

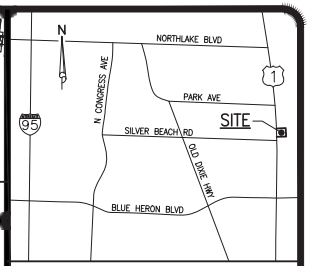
JOB NO. 19–038

Item 14.





KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

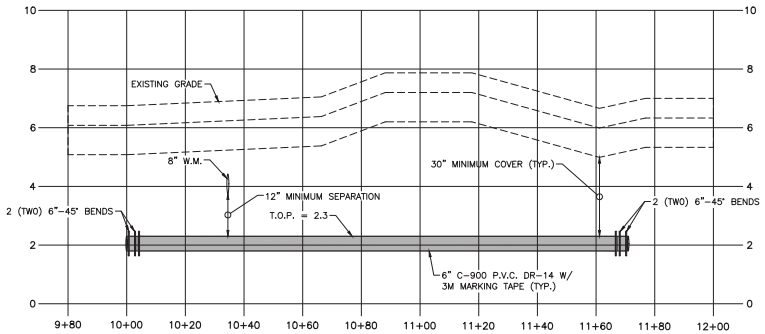
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SCALE IN FEET
1"=20'

LEGEND

SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.

MILL & RESURFACE



FORCE MAIN PROFILE VIEW ⚠2
SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)

NOTES:

CONTRACTOR TO POT HOLE AND FIELD VERIFY ALL CONDUIT/UTILITY CROSSINGS PRIOR TO START OF CONSTRUCTION AND REPORT TOP OF PIPE ELEVATION TO E.O.R.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

ERIK R. COOPER LICENSED No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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⚠2 PERMIT REVISIONS 2, 06/02/23 C.O.
⚠1 ADDED FORCE MAIN PROFILE PER S.U.A. COMMENTS, 8/25/22 C.O.

REVISIONS

SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 34531 · 561.478.7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

JOB NO. 19-038

Item 14.

NOTES:

CONTRACTOR TO POT HOLE AND FIELD VERIFY ALL CONDUIT/UTILITY CROSSINGS PRIOR TO START OF CONSTRUCTION AND REPORT TOP OF PIPE ELEVATION TO E.O.R.

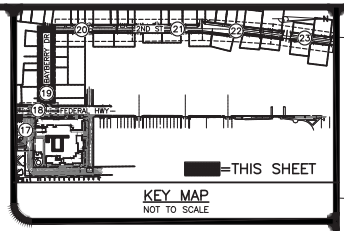
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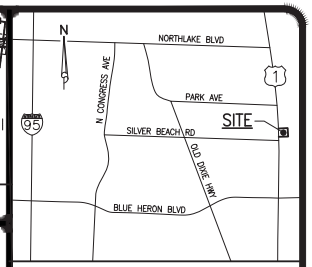
MILL & RESURFACE

N

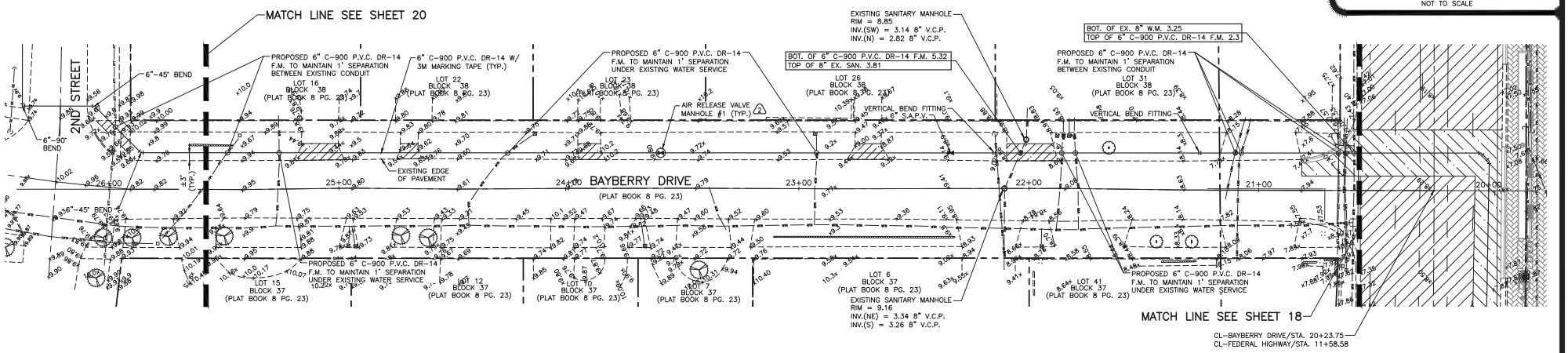
SCALE IN FEET
1"=20'

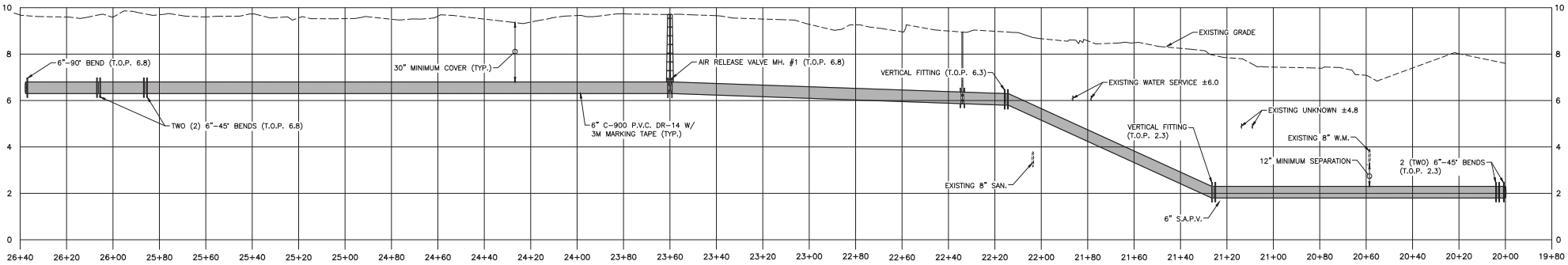


KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE





FORCE MAIN PROFILE VIEW 2

SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER ST. LUCIE • MARTIN COUNTIES
CALL 811 OR ONE
1-800-432-4770
SUNSHINE STATE 1 CALL UNDERGROUND UTILITIES NOTIFICATION CENTER

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ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

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2 PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A., 06/15/23 C.O.
1.) ADDED FORCE MAIN PROFILE PER S.U.A. COMMENTS, 8/25/22 C.O.

REVISIONS

SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34153 | 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

JOB NO. 19-038

PARK
ON
REVIEW
COMPLIANCE

48 HOURS BEFORE DIGGING
BROWARD & PALM BEACH & INDIAN RIVER
ST. LUCIE & MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTES:

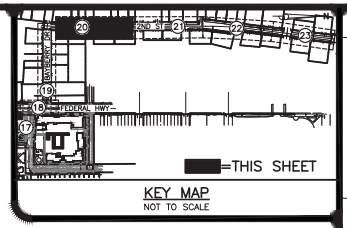
CONTRACTOR TO POT HOLE AND FIELD VERIFY ALL CONDUIT/UTILITY CROSSINGS PRIOR TO START OF CONSTRUCTION AND REPORT TOP OF PIPE ELEVATION TO E.O.R.

LEGEND

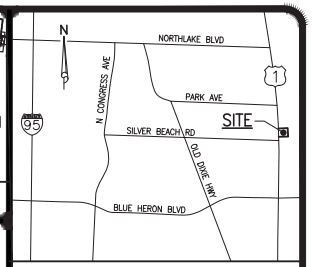
SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.

N

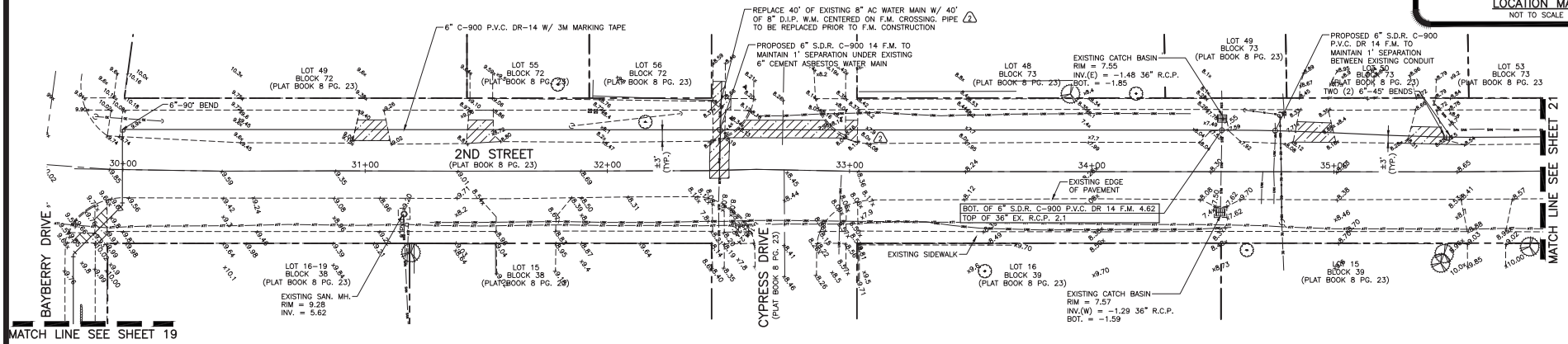
SCALE IN FEET
1"=20'

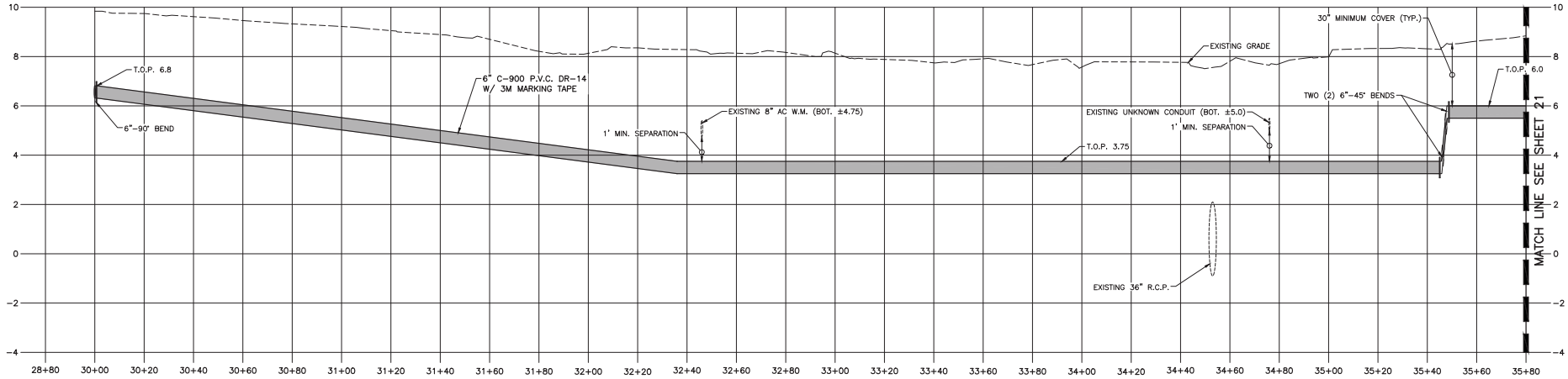


KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE





FORCE MAIN PROFILE VIEW (2)
SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY BASELINE LAND SURVEY LLC (561) 417-0700.

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REVISIONS

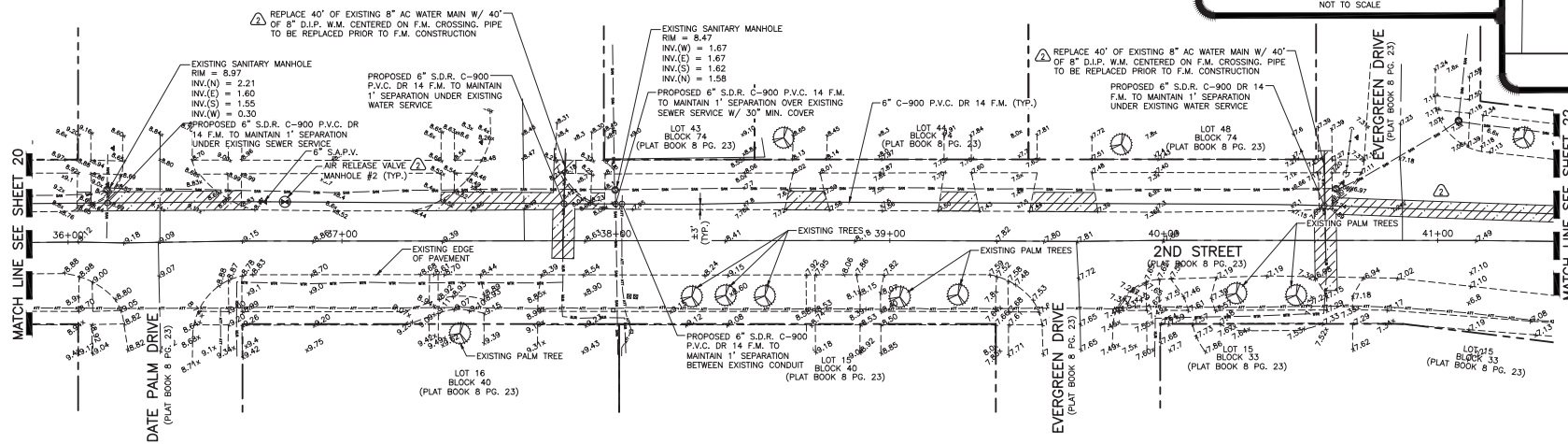
SIMMONS & WHITE
3581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 34153 | 561.478.7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

JOB NO. 19-038

PARK ORDINANCE



FORCE MAIN PROFILE VIEW ②

SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)

NOTES:

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48 HOURS BEFORE DIGGING
BROWARD ● PALM BEACH ● INDIAN RIVER
ST. LUCIE ● MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

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REVISIONS

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Authorization # 34531 | 561.478.2848

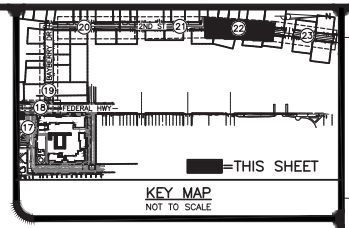
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E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

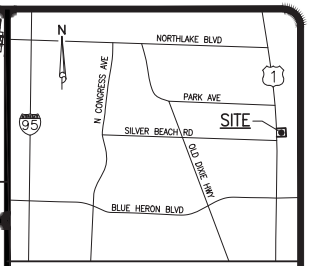
JOB NO. 19-038

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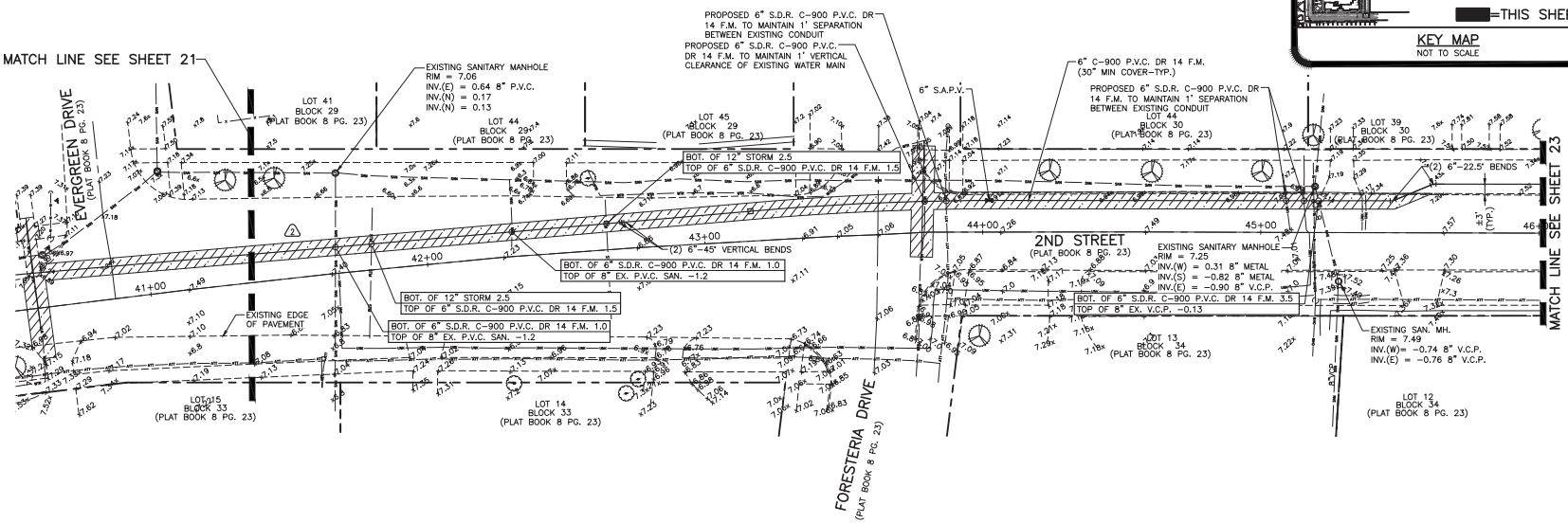
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BROWARD ● PALM BEACH ● INDIAN RIVER
ST. LUCIE ● MARTIN COUNTIES
CALL
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SUNSHINE STATE 1 CALL
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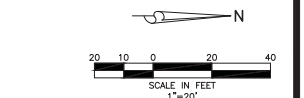


KEY MAP
NOT TO SCALE



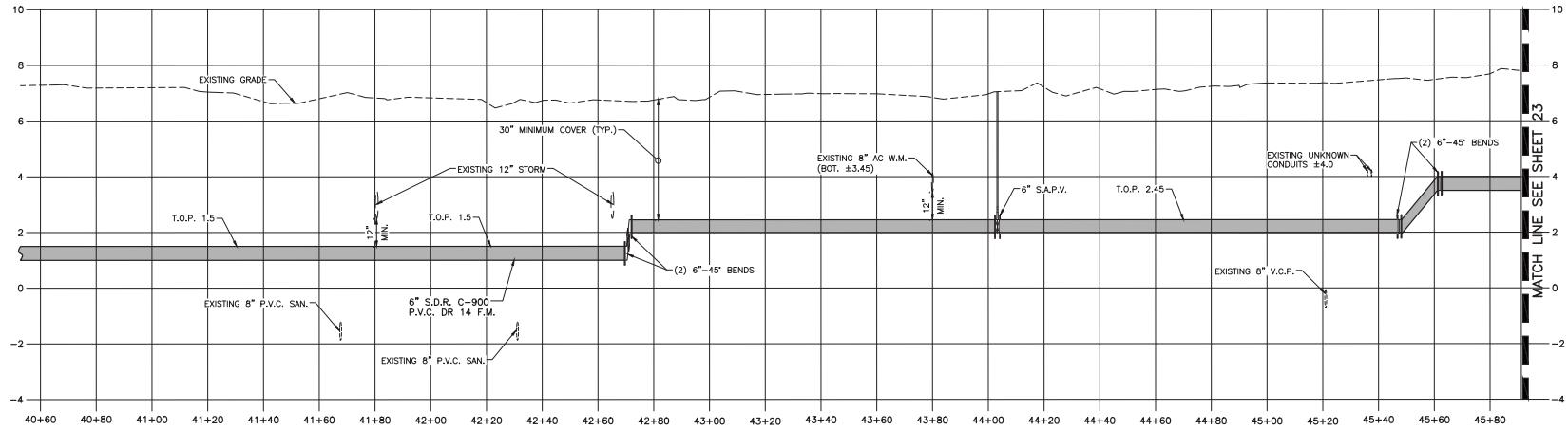
LOCATION MAP
NOT TO SCALE





LEGEND

SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.



FORCE MAIN PROFILE VIEW (2)
SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)

NOTES:
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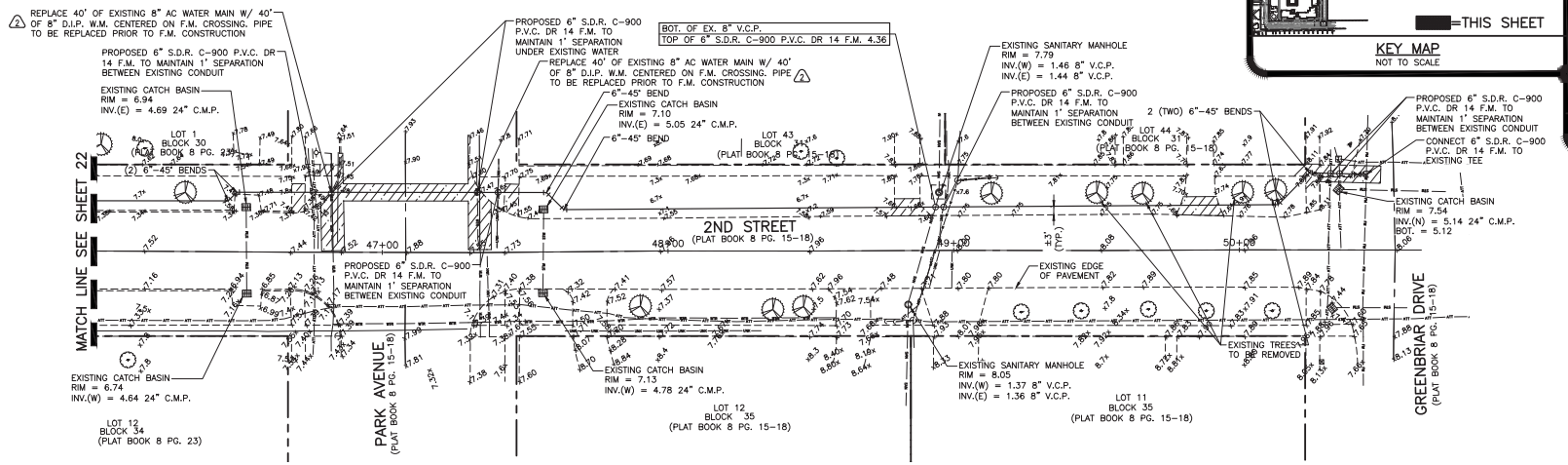
REVISIONS

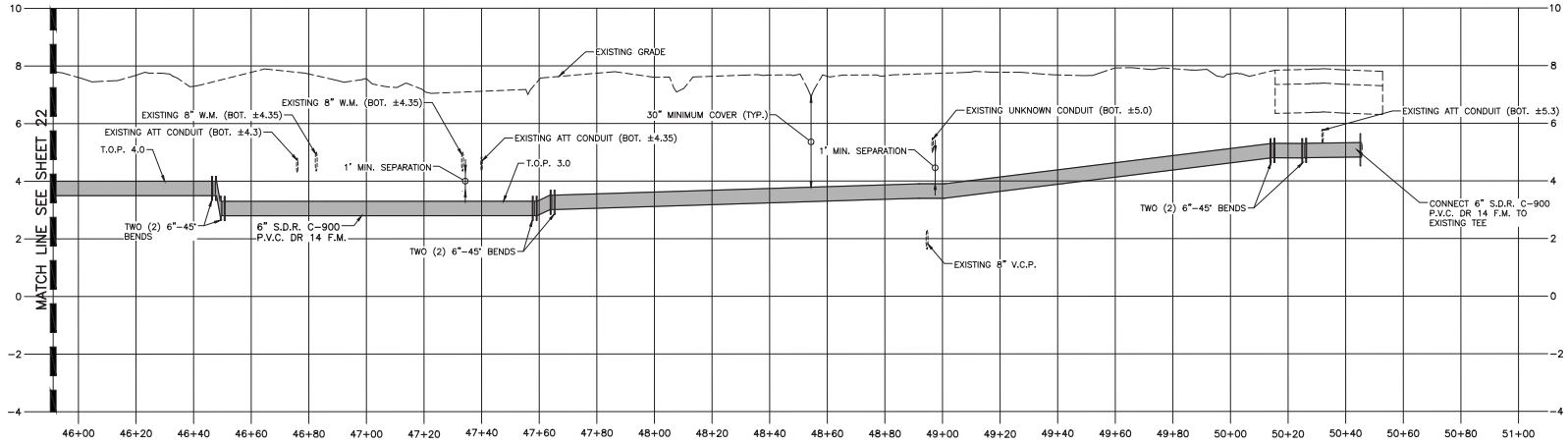
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Authorization # 3432 | 561.478.7848

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E.C.	C.O.			

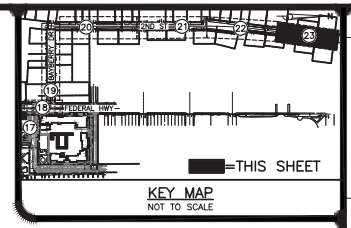
NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

JOB NO. 19-038

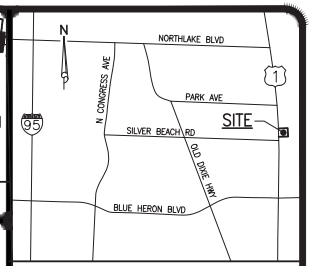




FORCE MAIN PROFILE VIEW 2
SCALE 1"=20' (HORIZ.)
1"=2' (VERT.)



KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

N
SCALE IN FEET
1"=20'

LEGEND

SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.

NOTES:

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48 HOURS BEFORE DIGGING
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REVISIONS

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Authorization # 34531 | 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
FORCE MAIN PROFILE

JOB NO. 19-038

Item 14.

STANDARD WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT

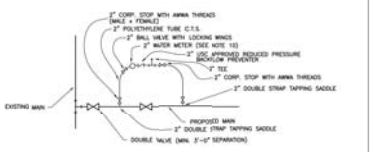
1. STORM SEWER, GRAVITY WASTEWATER, FORCE MAINS AND RECLAIMED WATER MAINS CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED BETWEEN GRAVITY SEWER OR STORM SEWER, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/GRAVITY SEWER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN SIX (6) FEET BETWEEN ANY TWO JOINTS. BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE SIX (6) INCHES, WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/FORCE MAIN/RECLAIMED WATER MAINS CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION. IN ALL OF THE ABOVE CASES D.I.P. IS NOT REQUIRED FOR STORM SEWER PIPE.
2. FORCE MAINS CROSSING RECLAIMED WATER MAINS OR STORM SEWER SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE RECLAIMED WATER MAIN OR STORM SEWER AND THE RECLAIMED WATER MAIN SHALL CROSS OVER THE FORCE MAIN.
3. AT THE UTILITY CROSSING DESCRIBED IN ITEMS 1 AND 2 ABOVE, ONE FULL LENGTH OF DUCTILE IRON WATER MAIN PIPE SHALL BE CENTERED SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE JOINTS. WHERE THIS IS NOT POSSIBLE, JOINTS SHALL BE AT LEAST THREE (3) FEET FROM STORM SEWERS AND SIX (6) FEET FROM GRAVITY SEWER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS.
4. SEWER SERVICE LATERALS SHALL CROSS WATER MAINS WITH A MINIMUM VERTICAL SEPARATION OF TWELVE (12) INCHES. IF (12") VERTICAL SEPARATION CANNOT BE MAINTAINED, THEN THE WATER MAIN SHALL BE D.I.P. AND THE SEWER SERVICE LATERAL SHALL BE C-900 SDR 18 OR BETTER AND THE MINIMUM SEPARATION SHALL BE SIX (6) INCHES. WHEN IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER THE SEWER SERVICE LATERAL A MINIMUM VERTICAL SEPARATION OF AT LEAST TWELVE (12) INCHES MUST BE MAINTAINED, THE WATER MAIN SHALL BE D.I.P. AND THE SEWER LATERAL SHALL BE C-900 SDR 18 OR BETTER.
5. MAINTAIN MINIMUM TEN (10) FEET HORIZONTAL DISTANCE BETWEEN POTABLE WATER MAIN OR FORCE MAIN, RECLAIMED WATER MAIN, STORM SEWER OR GRAVITY SEWER MAIN ON ON SITE SEWAGE DISPOSAL SYSTEMS. ADDITIONAL SEPARATION MAY BE REQUIRED AS OUTLINED IN SECTION II OF SUA STANDARDS.

Water, Reclaimed Water, and Sewer and Separation Statement

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision B-18 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 2

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

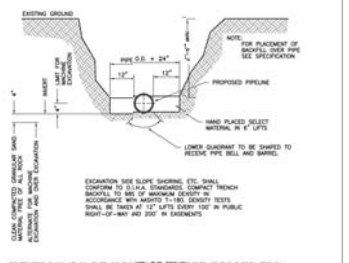
1. THIS METHOD SHALL BE COMPLIED WITH WHEN CONNECTING TO AN EXISTING WATER MAIN, (ONE THAT HAS ALREADY BEEN BACTERIOLOGICALLY CLEANED OR IS IN USE) WHETHER BY TEE AND VALVE OR BY CONTINUATION OF A PLUGGED STUB OUT WITH AN EXISTING GATE VALVE.
2. THESE REQUIREMENTS ARE BASED ON PALM BEACH COUNTY HEALTH DEPARTMENT REQUIREMENTS.
3. WHEN A TAPPING TEE AND VALVE IS INSTALLED, A PRESSURE/LEAKAGE TEST SHALL BE PERFORMED ON THE ASSEMBLY IN THE PRESENCE OF AN AUTHORIZED SUA REPRESENTATIVE PRIOR TO PERFORMING THE ACTUAL TAP.
4. DOUBLE VALVING PERMITS PHYSICAL CONNECTION TO AN EXISTING WATER MAIN WHEN USED IN CONJUNCTION WITH A BYPASS LINE.
5. A 2" BYPASS LINE (MAXIMUM) SHALL BE INSTALLED AS SHOWN BELOW PRIOR TO CANNON FLUSHING.
6. THE 2" TEE SHALL BE USED FOR FEEDING CHLORINE SOLUTION AND FOR ATMOSPHERE VENT DURING PRESSURE/LEAKAGE TESTS.
7. UNDER NO CIRCUMSTANCES SHALL VALVES BE OPERATED WITHOUT AN AUTHORIZED SUA REPRESENTATIVE PRESENT.
8. ALL WATER MAINS SHALL BE FILLED WITH WATER UTILIZING DOMESTIC WATER AND THEN BE THOROUGHLY CANNON FLUSHED IN ACCORDANCE WITH SEACOAST SPECIFICATIONS PRIOR TO PRESSURE/LEAKAGE TESTING. THE PROCEDURE SHALL BE DONE ONLY IN THE PRESENCE OF AN AUTHORIZED SUA REPRESENTATIVE.
9. FOLLOWING INITIAL CANNON FLUSHING, ALL WATER FOR PRESSURE/LEAKAGE TESTING AND BACTERIOLOGICAL CLEARANCES MUST BE DRAWN FROM THE BYPASS LINE WITH METER AND REDUCED PRESSURE BACKFLOW PREVENTER IN PLACE. THE 3" INCH WATER METER SHALL BE PROVIDED BY SUA UPON APPLICATION BY EITHER THE CONTRACTOR OR DEVELOPER. ALL WATER USED FOR THE CONSTRUCTION OF THE WATER AND SEWER SYSTEMS SHALL BE PAID FOR BY THE ABOVE PARTIES PRIOR TO ANY SERVICE BEING PROVIDED. METER, SHALL BE REDUCED PRESSURE BACKFLOW PREVENTER AND TEE SHALL INSTALLED AT LEAST 18" ABOVE EXISTING GRADE, SURROUNDED, AND PROTECTED FROM DAMAGE. ANY DAMAGE SHALL BE APPLICANT'S RESPONSIBILITY AND SHALL BE CHARGED ACCORDINGLY.
10. EXCEPT DYING CANNON FLUSHING VALVES SHALL NOT BE OPENED UNTIL AFTER AN APPROVED PRESSURE/ LEAKAGE TEST, BACTERIOLOGICAL CLEARANCE, CERTIFICATION BY THE ENGINEER OF RECORD, RELEASE FROM THE PALM BEACH COUNTY HEALTH DEPARTMENT AND APPROVAL BY SUA.
11. DISINFECTION AND BACTERIOLOGICAL CLEARANCES SHALL COMPLY WITH CURRENT AWWA PROCEDURES, PALM BEACH COUNTY HEALTH DEPARTMENT, AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.



Tapping and Main Clearing Procedure

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision B-18 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 3

(PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

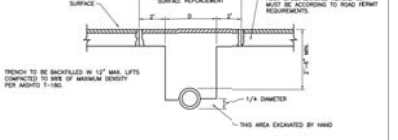


EXCAVATION SIDE SLOPE SHORING, ETC. SHALL CONFORM TO O.S.H.A. STANDARDS. COMPACT TRENCH BACKFILL TO 98% OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180. DENSITY TESTS SHALL BE TAKEN AT 12" LIFTS EVERY 100' IN PUBLIC RIGHT-OF-WAY AND 200' IN EASEMENTS

CONTRACTOR SHALL AT ALL TIMES COMPLY WITH THE REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

Standard Trenching Procedure

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 4



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE A MINIMUM OF TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN A MINIMUM OF 2 LIFTS AND THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180.
3. ASPHALT OR CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH EXISTING SURFACE, WITH ASPHALT A MINIMUM OF 2" THICK.
5. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6") INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. ROAD CROSSINGS GREATER THAN 24 FEET IN WIDTH SHALL REQUIRE ONE ADDITIONAL TEST SITE FOR EACH ADDITIONAL 12 FEET OF PAVEMENT. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (8 1/2") INCHES, THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO SUA UPON REQUEST. BACKFILL COMPACTION SHALL BE 98% OF MAXIMUM DENSITY PER AASHTO T-180.
6. ANY DAMAGE TO TRAFFIC SIGNALIZATION EQUIPMENT SHALL BE REPAIRED BY THE PALM BEACH TRAFFIC DIVISION AT THE CONTRACTORS EXPENSE.
7. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE PERMITTING AGENCY.
8. TEMPORARY ASPHALT OR CONCRETE PATCH MUST BE APPLIED THE SAME DAY AS THE BACKFILL.
9. TRAFFIC AREAS OR WHERE SAFETY TO THE PUBLIC IS AT ISSUE A TEMPORARY ASPHALT OR CONCRETE PATCH MUST BE IMMEDIATELY PLACED.

Pavement Replacement

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision A-15 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 5

LENGTH OF PIPE RESTRAINT REQUIREMENTS AT ALL PIPE JOINTS

PIPE SIZE	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND	REDUCER	VALVE	DEAD END	TEE
4"	54'	54'	36'	36'	54'	72'	72'	72'
6"	54'	54'	36'	36'	54'	72'	72'	72'
8"	54'	54'	36'	36'	54'	72'	72'	72'
10"	54'	54'	36'	36'	54'	108'	108'	108'
12"	72'	72'	54'	54'	72'	108'	108'	108'
14"	72'	72'	54'	54'	72'	108'	108'	108'
16"	72'	72'	54'	54'	72'	154'	154'	154'
18"	72'	72'	54'	54'	72'	154'	154'	154'
20"	90'	90'	54'	54'	90'	154'	154'	154'
24"	90'	90'	54'	54'	90'	172'	172'	172'
30"	90'	90'	54'	54'	90'	180'	180'	180'
36"	90'	90'	54'	54'	90'	270'	270'	270'
42"	108'	108'	54'	54'	108'	270'	270'	270'
48"	108'	108'	54'	54'	108'	270'	270'	270'
54"	108'	108'	54'	54'	108'	270'	270'	270'

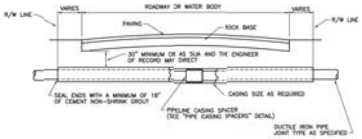
MINIMUM LENGTH OF PUSH ON JOINT PIPE WITH SPECIAL RESTRAINING GASKETS

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. ALL BURIED PRESSURE MAINS SHALL INCLUDE A RESTRAINED JOINT SYSTEM. THE CONTRACTOR SHALL USE A DUCTILE IRON RESTRAINING SYSTEM AS MANUFACTURED BY EBAA IRON, INC. (MEGALUG) OR APPROVED EQUAL FOR ALL MECHANICAL JOINT FITTINGS AND LOCKING GASKETS FOR PUSH-ON JOINT PIPE.
2. RESTRAINING LENGTHS SHOWN ARE THE MINIMUM LENGTH REQUIRED BASED ON A TEST PRESSURE OF 150 P.S.I.G.
3. THRUST BLOCKS, IN ADDITION TO THE ABOVE OUTLINED RESTRAINTS, SHALL ALSO BE REQUIRED AT ALL TIE-INS TO EXISTING LINES, ALL TAPPING TEES ON EXISTING LINES, ALL NEW HYDRANTS, ALL ABOVE-GROUND ASSEMBLIES 3" AND LARGER AND MAINS GREATER THAN 12" IN DIAMETER.
4. FOR ALL C900 PVC PIPE, ADD A SAFETY FACTOR OF 1.1 TO THE ABOVE LENGTHS

Pipe Restraint Table

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CONSTRUCTION STANDARDS AND DETAILS
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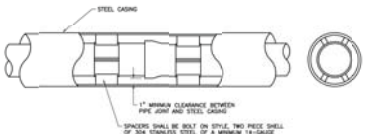


	NOMINAL PIPE SIZE	STEEL CASING	THICKNESS SCHEDULE
FAST GRIP OR FIELD LOK GASKET	4"	12"	.375
	6"	16"	.375
	8"	18"	.375
	10"	20"	.375
	12"	24"	.375
	14"	24"	.375
	16"	30"	.375
	18"	30"	.375
	20"	36"	.375
RESTRAINED MECHANICAL JOINT	24"	42"	.500
	30"	48"	.500
	36"	54"	.500
	42"	60"	.500
	48"	72"	.500

(PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

Steel Casing Installation

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CONSTRUCTION STANDARDS AND DETAILS
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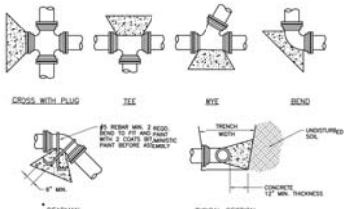


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. SPACER H/E FOR 4" THROUGH 24" DIAMETER PIPE WITHIN CASING SHALL BE RESTRAINT GASKET.
2. RESTRAINED MECHANICAL JOINTS SHALL BE USED FOR PIPE 30" DIAMETER AND ABOVE AND SHALL HAVE FACTORY WELDED RETAINING RINGS. AMERICAN RESTRAINED JOINT PIPE OR APPROVED EQUAL MAY BE USED.
3. FOR PIPE DIAMETERS 4" THROUGH 12" INSTALL STAINLESS STEEL PIPE CASING SPACERS 5' OR LESS FROM EACH END OF PIPE BUT NOT MORE THAN 10' APART (2 PER PIPE). FOR PIPE DIAMETERS 14" AND LARGER INSTALL STAINLESS STEEL PIPE CASING SPACERS 5' OR LESS FROM EACH END OF PIPE AND ONE CENTERED ON PIPE (3 PER PIPE)(CASCADE MFG. CO. OR APPROVED EQUAL).
4. PIPE CASING SPACERS SHALL BE CENTER POSITIONED.
5. ALTERNATE METHODS OF PIPE SUPPORT WITHIN THE CASING MUST BE APPROVED BY SUA PRIOR TO INSTALLATION.
6. SEAL ANNULAR SPACE BETWEEN CASING AND PIPE WITH 18" MIN. OF NON-SHRINK GROUT MIX AND INSTALL RUBBER BOOT SEAL WITH STAINLESS STEEL BANDS AND CLAMPS.

Pipe Casing Spacers

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
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ALL THRUST BLOCKS SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY SUA PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY SUA PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE THRUST BLOCKS, FOR PRESSURE MAINS FOUR INCHES (4") AND GREATER CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS. AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE, AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUINE, OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK. THRUST BLOCKS SHALL NOT BE AN ALTERNATIVE TO RESTRAINING GUARDS OR RESTRAINING GASKETS. THRUST BLOCKS MAY BE USED WHERE A SECOND FORM OF RESTRAINT IS REQUIRED AND WHEN TYING INTO EXISTING WHERE NO OTHER ALTERNATIVE EXISTS.

(PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

PIPE	THRUST BLOCK SOIL BEARING AREA REQUIRED	PIPE	THRUST BLOCK SOIL BEARING AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.8 SQ. FT.	24"	53.0 SQ. FT.	VALUES ARE FOR 90° BEND, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER BENDS AND PRESSURES.
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.(SQ. FT.	
16"	24.0 SQ. FT.			

* THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

Thrust Blocks

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CONSTRUCTION STANDARDS AND DETAILS
Revision B-23 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 9

NOTE: ALL BACKFLOW PREVENTERS TO BE USC APPROVED.

NOTE: ALL WATER MAIN TO BE IN ACCORDANCE W/ F.A.C. 62-555.320(21)(B)(3).

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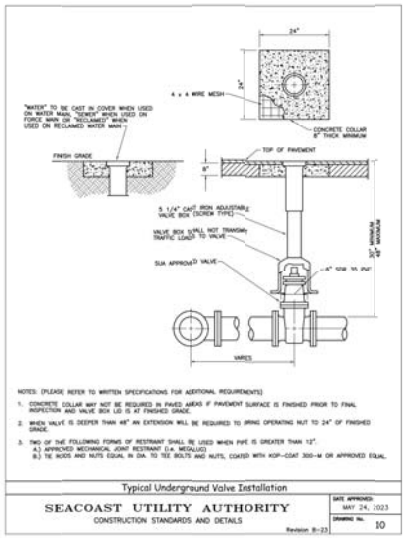
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SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
WATER AND WASTEWATER DETAILS

JOB NO. 19-038

TOWN OF LAKE PARK
APPROVED
DATE
IN COMPLIANCE

Item 14.

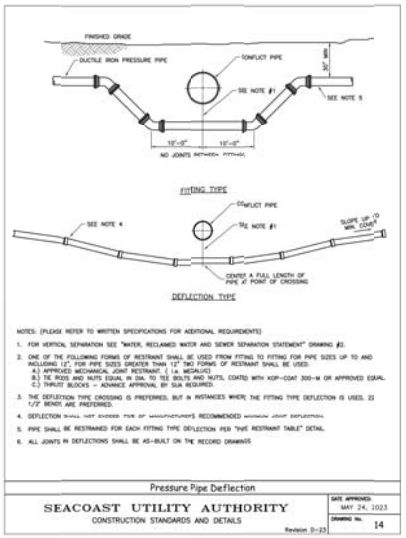
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Typical Underground Valve Installation

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

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Revision B-23



Pressure Pipe Deflection

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CONSTRUCTION STANDARDS AND DETAILS

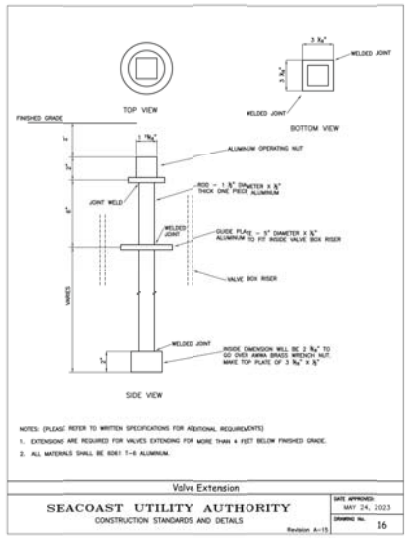
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Revision D-23



Pipe Installation Protocol

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

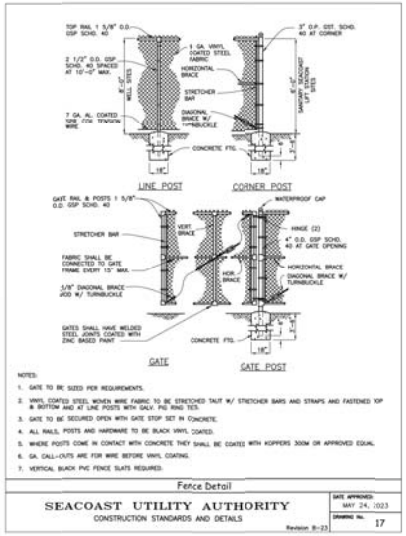
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Valve Extension

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

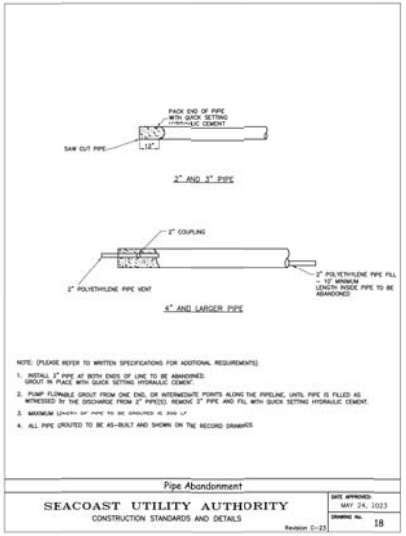
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Fence Detail

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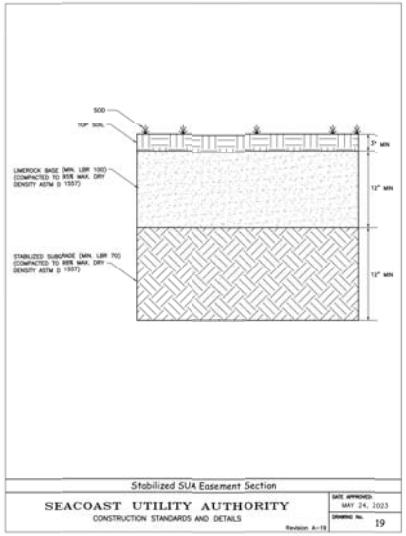
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Revision B-23



Pipe Abandonment

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CONSTRUCTION STANDARDS AND DETAILS

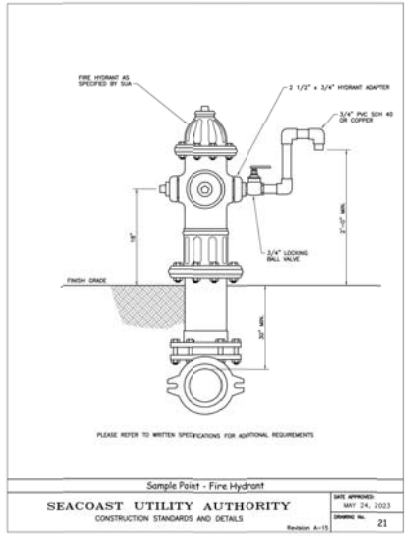
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Revision C-23



Stabilized SUA Easement Section

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CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED: MAY 24, 2023
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Revision A-19



Sample Point - Fire Hydrant

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CONSTRUCTION STANDARDS AND DETAILS

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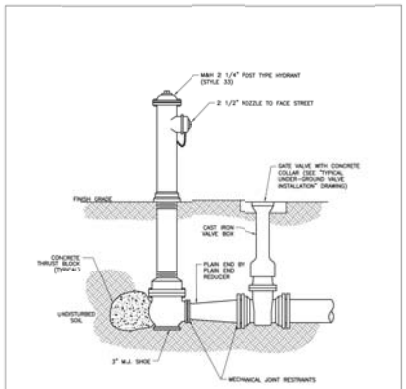
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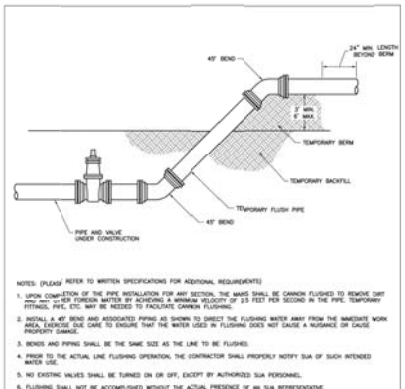
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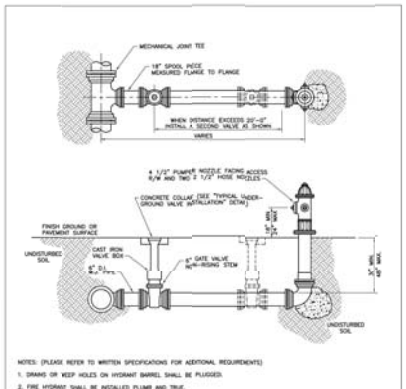
Flushing Hydrant

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-23
DATE APPROVED: MAY 24, 2023
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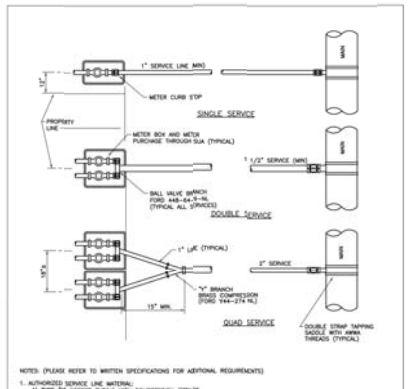
Cannon Flushing Procedure

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-23
DATE APPROVED: MAY 24, 2023
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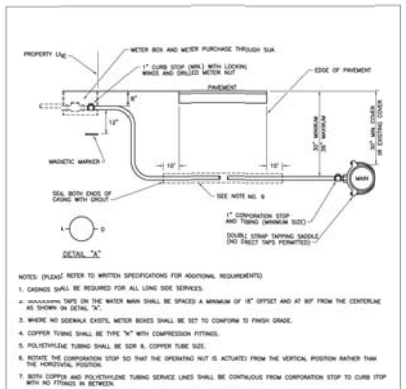
Typical Fire Hydrant Installation

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CONSTRUCTION STANDARDS AND DETAILS
Revision B-18
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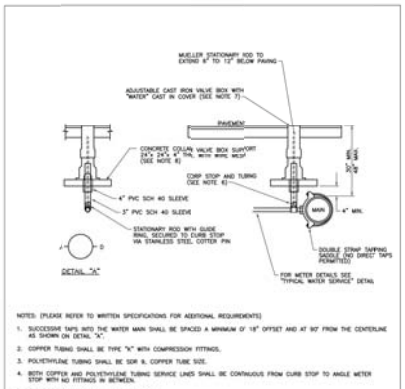
Typical Water Service

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CONSTRUCTION STANDARDS AND DETAILS
Revision C-23
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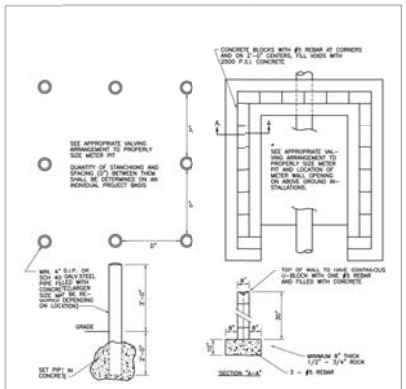
Typical Water Service Installation

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CONSTRUCTION STANDARDS AND DETAILS
Revision B-23
DATE APPROVED: MAY 24, 2023
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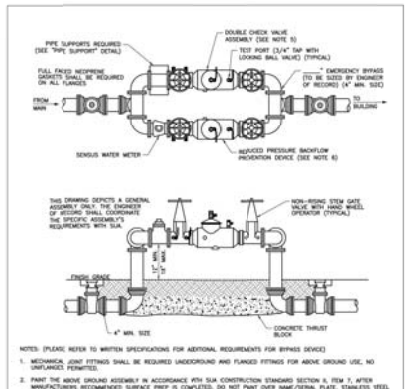
Water Service Tap Under Pavement

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CONSTRUCTION STANDARDS AND DETAILS
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DRAWING No. 30



Protective Enclosures for Above Ground Devices

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision A-15
DATE APPROVED: MAY 24, 2023
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Meter and Backflow Assembly (3" and Larger)

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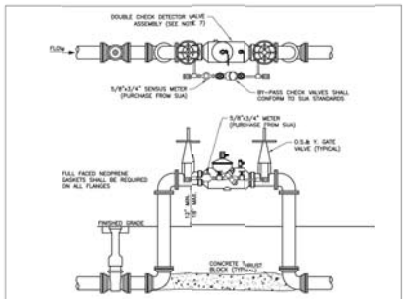
NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
WATER AND WASTEWATER DETAILS

JOB NO. 19-038

TOWN OF LAKE PARK
APPROVED FOR COMPLIANCE

Item 14.

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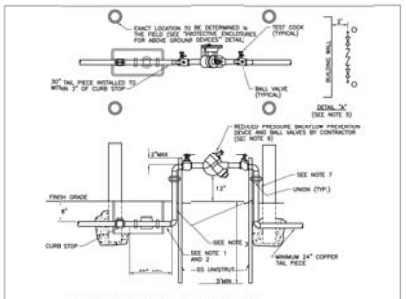


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. MECHANICAL JOINT FITTINGS SHALL BE REQUIRED UNDERGROUND AND FLANGED FITTINGS FOR ABOVE GROUND USE, NO UNFLANGED PERMITTED.
2. PAINT THE ABOVE GROUND ASSEMBLY, INCLUDING ENTIRE LENGTH OF TIE RODS, IN ACCORDANCE WITH SUA CONSTRUCTION STANDARD SECTION II, ITEM 7, AFTER MANUFACTURERS RECOMMENDED SURFACE PREP IS COMPLETED. DO NOT PAINT OVER NAME/SERIAL PLATE, STAINLESS STEEL BODY OR BRASS FITTINGS.
3. WHEN PROTECTIVE PIPE STANCHIONS OR A SCREEN WALL IS REQUIRED, SEE "PROTECTIVE ENCLOSURES FOR ABOVE GROUND DEVICES" DETAIL.
4. SPECIAL FIRE PROTECTION SYSTEMS USING INTERNAL PUMPS, TANKS, ETC. SHALL BE REQUIRED TO USE APOLLO RPDA/4A OR ZURN 375ASTDA.
5. ALL TEST PORTS SHALL BE PLUGGED WITH BRASS PLUGS.
6. TWO OF THE FOLLOWING FORMS OF RESTRAINT SHALL BE USED WHEN PIPE IS GREATER THAN 12".
   A.) APPROVED MECHANICAL JOINT RESTRAINT (i.e. MEGALUG)
   B.) TIE RODS AND NUTS EQUAL IN DIA. TO TEE BOLTS AND NUTS, COATED WITH KOP-COAT 300-M OR APPROVED EQUAL.
7. APPROVED DOUBLE CHECK DETECTOR VALVE ASSEMBLIES WITH CHLORAMINE RESISTANT ELASTOMERS; 4" TO 8"
   A.) AMES DERINGER 300
   B.) APOLLO DCDA/4" 4A
   C.) ZURN 350ASTDA

Above Ground Fireline

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 34
Revision E-23



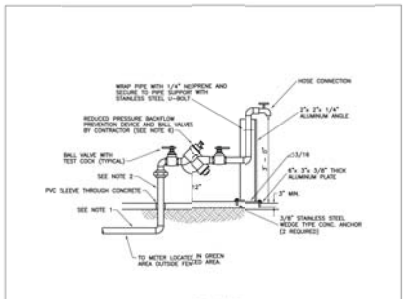
NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. TYPE "K" COPPER TUBING (SOFT DRAWN) OR POLYETHYLENE TUBING SDR 9 COPPER TUBE SIZE.
2. IF THIS DISTANCE IS LESS THAN 6 FEET ONLY COPPER TUBING SHALL BE PERMITTED.
3. BOTH RISERS SHALL BE TYPE "K" COPPER TUBING (HARD DRAWN) WITH COPPER/BRASS SOLDER FITTINGS AND ADAPTERS. ONLY LEAD FREE PIPE, FITTINGS, VALVES, SOLDER AND FLUX SHALL BE PERMITTED.
4. 1 1/2" AND 2" METER STOPS SHALL BE EQUIPPED WITH LOCKING CAPS AND METER FLANGES.
5. WHEN THE DEVICE IS INSTALLED PARALLEL TO A BUILDING WALL THERE SHALL BE A MINIMUM OF 3' BETWEEN THE EDGE OF THE DEVICE AND THE BUILDING WALL.
6. BACKFLOW PREVENTION DEVICE SHALL BE EQUIPPED WITH BALL VALVES.
7. BACKFLOW PREVENTION DEVICE SHALL BE SUPPORTED A' BOTH RISERS WITH A MINIMUM OF 2 – 1 5/8" STAINLESS STEEL UNISTRUTS. RISERS TO BE SECURED TO UNISTRUT WITH 304 STAINLESS STEEL MOUNTING HARDWARE AND 1/4" NEOPRENE INSULATORS.
8. BACKFLOW DEVICES SHALL BE A MINIMUM OF 3' FROM BACK OF CURB.
9. APPROVED BACKFLOW PREVENTION DEVICES WITH SILICONE RUBBER SEAL RINGS OR DISCS; 3/4" TO 2"
   A.) AMES LF4000B
   B.) APOLLO RPLF 4A
   C.) WATTS LF919
   D.) ZURN 975XL2

Water Meter and Backflow Device 3/4" to 2"

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CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 36
Revision D-23

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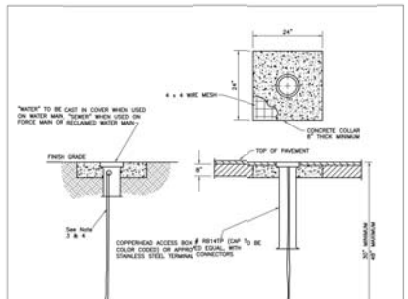
NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. TYPE "K" COPPER TUBING (SOFT DRAWN).
2. BOTH RISERS SHALL BE TYPE "K" COPPER TUBING (HARD DRAWN) WITH COPPER/BRASS SOLDER FITTINGS AND ADAPTERS. ONLY LEAD FREE PIPE, FITTINGS, VALVES, SOLDER AND FLUX SHALL BE PERMITTED.
3. BACKFLOW PREVENTION DEVICE SHALL BE EQUIPPED WITH BALL VALVES.
4. FOR PLACEMENT OF BACKFLOW ASSEMBLY WITHIN FENCED AREA SEE "TYPICAL LIFT STATION SITE PLAN" DETAIL.
5. BACKFLOW PREVENTION DEVICE SHALL BE SUPPORTED A' BOTH RISERS WITH ALUMINUM ANGLE AS SHOWN ABOVE. RISERS TO BE SECURED TO ANGLE WITH TYPE 304 SST MOUNTING HARDWARE AND NEOPRENE INSULATORS.
6. APPROVED BACKFLOW PREVENTION DEVICES WITH SILICONE RUBBER SEAL RINGS OR DISCS; 3/4" TO 2"
   A.) AMES LF4000B
   B.) APOLLO RPLF 4A
   C.) WATTS LF919
   D.) ZURN 975XL2

Lift Station Backflow Preventer Assembly

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CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 38
Revision D-23

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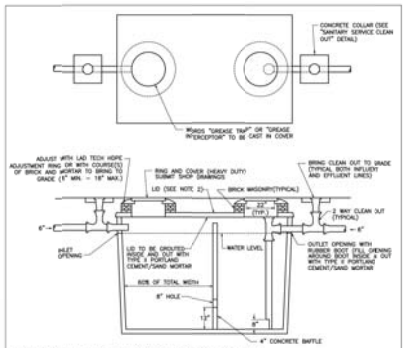


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. REQUIRED FOR HDD AND PVC MAINS AND AS DIRECTED BY SUA.
2. 800' MAXIMUM SPACING BETWEEN TURNER WIRE ACCESS BOXES
3. 1/2" X 8' COPPER CLAD GROUND RODS SHALL BE UTILIZED AT BOTH TERMINAL ENDS OF THE TRACER WIRE AND BE ACCESSIBLE
4. 1/2" X 20' COPPER CLAD GROUND ROD SHALL BE UTILIZED WHERE PIPE IS BELOW WATER TABLE.
5. IF A NEW VALVE BOX (DRAWING #10) IS IN THE VICINITY, THE TRACER WIRE ACCESS BOX MAY BE INCLUDED IN THE VALVE BOX COLLAR. NO SEPARATE CONCRETE COLLAR IS REQUIRED.

Tracer Wire Access Box

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CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 44
Revision D-23

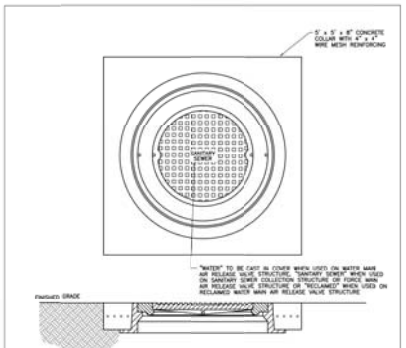


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. SHOP DRAWINGS FOR PRECAST TANKS SHALL BEAR THE FOLLOWING STATEMENT:"THIS CONCRETE STRUCTURE MEETS OR EXCEEDS ALL THE REQUIREMENTS FOR GREASE INTERCEPTORS/SEPTIC TANKS AS IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 7-20-6 AND 64E-6, AND SUA "SPECIFICATIONS AND STANDARDS" THE SHOP DRAWINGS (3 COPIES MINIMUM) SHALL THEN BE SIGNED AND SEALED BY THE ENGINEER OF RECORD AND FORWARDED TO SUA FOR APPROVAL.
2. LID TYPES:
   A) 4" REGULAR LID
   B) 8" TRAFFIC BEARING LID
3. ALL PIPING SHALL BE SOLVENT WELD PIPE.
4. ALL TANKS IN TRAFFIC AREA SHALL BE H20 WHEEL LOAD BEARING.
5. INSPECTION OF TANK REQUIRED BY SUA PRIOR TO PLACEMENT.
6. INSPECTION OF TANK REQUIRED BY SUA AFTER TANK IS PIPED.
7. TANKS IN SERIES SHALL HAVE BAFFLE IN LAST TANK ONLY.

Concrete Grease Interceptor

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CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 47
Revision D-20

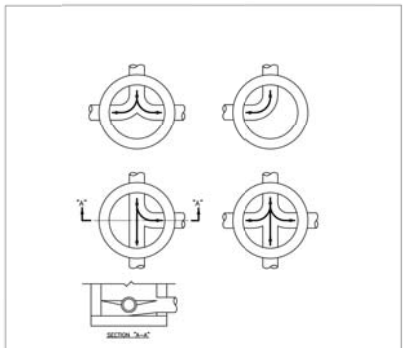


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. IN GREEN AREAS OR ANY AREA DEEMED TO HAVE QUESTIONABLE DRAINAGE, A WATER TIGHT MANHOLE INSERT SUCH AS "SEWER GUARD" OR APPROVED EQUAL WILL BE REQUIRED.
2. APPROVED MANHOLE COVER TYPES:
   A.) U.S. FOUNDRY MODEL No. 230-AB-W
   B.) VULCAN FOUNDRY MODEL No. VM-101R
3. CONCRETE COLLAR IS REQUIRED ONLY WHEN MANHOLE IS OUT OF PAVEMENT.

Manhole Frame and Cover (30" Opening)

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 50
Revision A-15

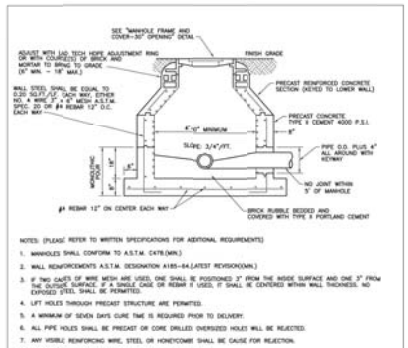


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.
3. CHANNELS FOR FUTURE CONSTRUCTIONS (STUBS) SHALL BE CONSTRUCTED, FILLED WITH SAND, AND COVERED WITH 1" OF MORTAR.
4. SLOPE MANHOLE ITSELF WITH A 1:2 SLOPE FROM MANHOLE WALL TO CHANNEL.
5. INVERT SHALL BE A MINIMUM OF 1/3 THE DIAMETER OF THE LARGEST PIPE OR 4" DEEP, WHICHEVER IS GREATER.

Flow Patterns for Invert Channels

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CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 51
Revision D-23



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. MANHOLES SHALL CONFORM TO A.S.T.M. C478.(MIN.)
2. WALL REINFORCEMENTS A.S.T.M. DESIGNATION A185-64.(LATEST REVISION)(MIN.)
3. IF TWO CAGES OF WIRE MESH ARE USED, ONE SHALL BE POSITIONED 3" FROM THE INSIDE SURFACE AND ONE 3" FROM THE OUTSIDE SURFACE. IF A SINGLE CAGE OR REBAR IS USED, IT SHALL BE CENTERED WITHIN WALL THICKNESS. NO EXPOSED STEEL SHALL BE PERMITTED.
4. LIFT HOLES THROUGH PRECAST STRUCTURE ARE PERMITTED.
5. A MINIMUM OF SEVEN DAYS CURE TIME IS REQUIRED PRIOR TO DELIVERY.
6. ALL PIPE HOLES SHALL BE PRECAST OR CORE DRILLED OVERSIZED HOLES WILL BE REJECTED.
7. ANY VISIBLE REINFORCING WIRE, STEEL OR HONEYCOMB SHALL BE CAUSE FOR REJECTION.
8. SEE TECHNICAL SPECIFICATIONS FOR BEDDING REQUIREMENTS.
9. "RAM-NEK" OR APPROVED EQUAL AT ALL RISER JOINTS (1/2" THICK WITH WIDTH AT LEAST 1/2 THE WALL THICKNESS) WITH GROUT ON INSIDE AND OUTSIDE.
10. ALL OPENINGS SHALL BE SEALED USING ONLY TYPE II PORTLAND CEMENT/SAND MORTAR AND POTABLE WATER FOR MUD WORK ON JOINTS, LIFTING HOLES, INVERTS, ETC. WHEN AN ACCELERATOR IS NECESSARY, "ANTI HYDRO" IS THE ONLY PRODUCT APPROVED.
11. BRICK MASONRY CONSTRUCTION TO BE STUCCOED WITH 3/4" TYPE II CEMENT INSIDE AND OUTSIDE, AND INSIDE TO BE COATED WITH TWO COATS OF KOPPERS 300 OR APPROVED EQUAL.
12. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT effLUENT INTO FLOW STREAM, AND COATED WITH TWO COATS OF KOPPERS 300 OR APPROVED EQUAL
13. INTERIOR OF ALL SANITARY MANHOLES SHALL HAVE AGRU SURE GRIP CONCRETE PROTECTIVE LINER INSTALLED AT THE TIME OF MANUFACTURING. SEE "AGRU SURE GRIP LINER DETAILS" DRAWING FOR ADDITIONAL AGRU SURE GRIP REQUIREMENTS.

Standard Precast Manhole

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CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 52
Revision B-18

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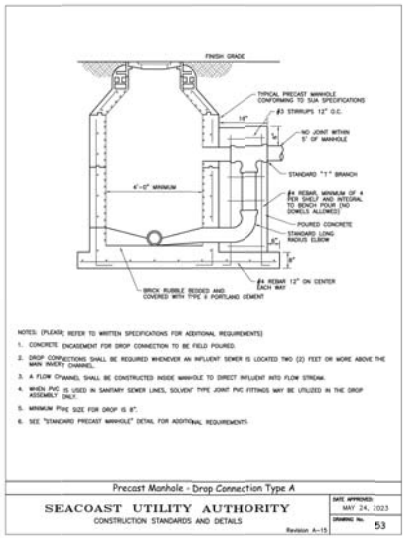
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NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
WATER AND WASTEWATER DETAILS

JOB NO. 19-038

TOWN OF LAKE PARK
PARK OF COMMERCE

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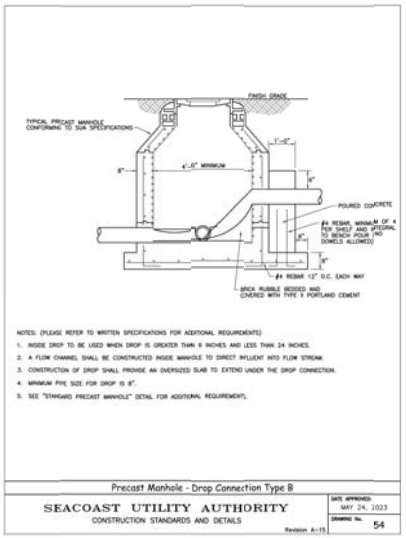


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. CONCRETE ENCASEMENT FOR DROP CONNECTION TO BE FIELD POURED.
2. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER IS LOCATED TWO (2) FEET OR MORE ABOVE THE MAIN INVERT CHANNEL.
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
4. WHEN PVC IS USED IN SANITARY SEWER LINES, SOLVENT TYPE JOINT PVC FITTINGS MAY BE UTILIZED IN THE DROP ASSEMBLY ONLY.
5. MINIMUM PIPE SIZE FOR DROP IS 8".
6. SEE "STANDARD PRECAST MANHOLE" DETAIL FOR ADDITIONAL REQUIREMENTS.

Precast Manhole - Drop Connection Type A

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CONSTRUCTION STANDARDS AND DETAILS
Revision A-15 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 53

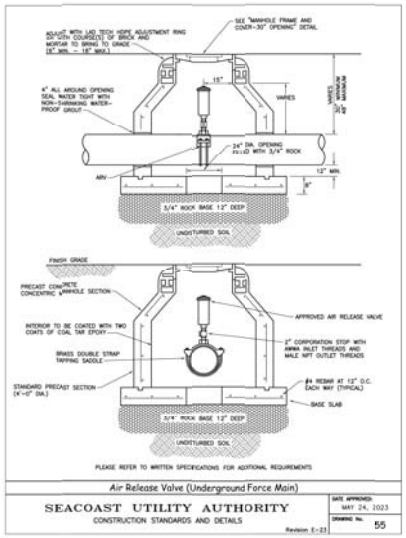


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. INSIDE DROP TO BE USED WHEN DROP IS GREATER THAN 6 INCHES AND LESS THAN 24 INCHES.
2. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
3. CONSTRUCTION OF DROP SHALL PROVIDE AN OVERSIZED SLAB TO EXTEND UNDER THE DROP CONNECTION.
4. MINIMUM PIPE SIZE FOR DROP IS 8".
5. SEE "STANDARD PRECAST MANHOLE" DETAIL FOR ADDITIONAL REQUIREMENT;

Precast Manhole - Drop Connection Type B

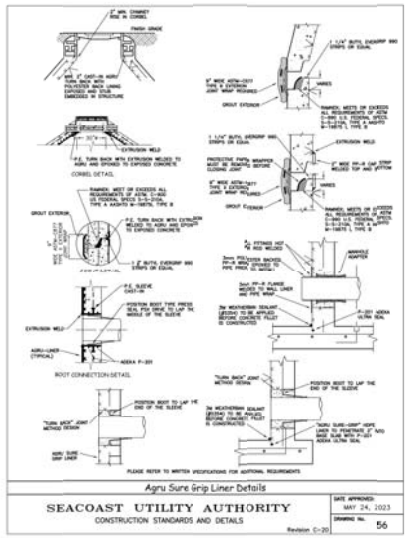
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CONSTRUCTION STANDARDS AND DETAILS
Revision A-15 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 54



PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

Air Release Valve (Underground Force Main)

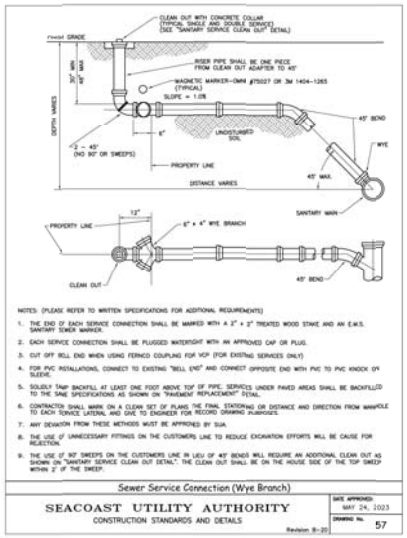
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Revision E-23 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 55



PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

Agru Sure Grip Liner Details

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CONSTRUCTION STANDARDS AND DETAILS
Revision C-20 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 56

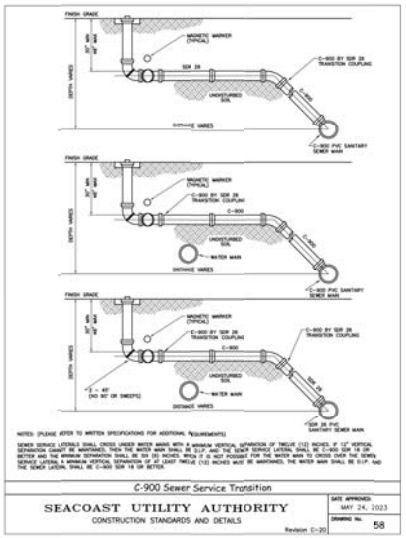


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2" x 2" TREATED WOOD STAKE AND AN E.M.S. SANITARY SEWER MARKER.
2. EACH SERVICE CONNECTION SHALL BE PLUGGED WATERTIGHT WITH AN APPROVED CAP OR PLUG.
3. CUT OFF BELL END WHEN USING FERNCO COUPLING FOR VCP (FOR EXISTING SERVICES ONLY)
4. FOR PVC INSTALLATIONS, CONNECT TO EXISTING "BELL END" AND CONNECT OPPOSITE END WITH PVC TO PVC KNOCK OY SLEEVE.
5. SOLIDLY TAMP BACKFILL AT LEAST ONE FOOT ABOVE TOP OF PIPE. SERVICES UNDER PAVED AREAS SHALL BE BACKFILLED TO THE SAME SPECIFICATIONS AS SHOWN ON "PAVEMENT REPLACEMENT" DTAIL.
6. CONTRACTOR SHALL MARK ON A CLEAN SET OF PLANS THE FINAL STATIONING OR DISTANCE AND DIRECTION FROM MANHOLE TO EACH TORVICE LATERAL AND GIVE TO ENGINEER FOR RECORD DRAWING PURPOSES.
7. ANY DEVIATION FROM THESE METHODS MUST BE APPROVED BY SUA.
8. THE USE OF UNNECESSARY FITTINGS ON THE CUSTOMERS LINE TO REDUCE EXCAVATION EFFORTS WILL BE CAUSE FOR REJECTION.
9. THE USE OF 90° SWEEPS ON THE CUSTOMERS LINE IN LIEU OF 45° BENDS WILL REQUIRE AN ADDITIONAL CLEAN OUT AS SHOWN ON "SANITARY SERVICE CLEAN OUT DETAIL". THE CLEAN OUT SHALL BE ON THE HOUSE SIDE OF THE TOP SWEEP WITHIN 2' OF THE SWEEP.

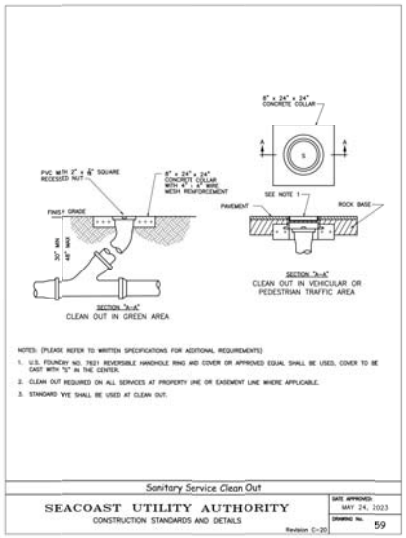
Sewer Service Connection (Wye Branch)

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CONSTRUCTION STANDARDS AND DETAILS
Revision B-20 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 57



C-900 Sewer Service Transition

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 58



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. U.S. FOUNDRY NO. 7821 REVERSIBLE MANDHOLE RING AND COVER OR APPROVED EQUAL SHALL BE USED, COVER TO BE CAST WITH "S" IN THE CENTER.
2. CLEAN OUT REQUIRED ON ALL SERVICES AT PROPERTY LINE OR EASEMENT LINE WHERE APPLICABLE.
3. STANDARD WYE SHALL BE USED AT CLEAN OUT.

Sanitary Service Clean Out

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20 | DATE APPROVED: MAY 24, 2023 | DRAWING No. 59

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NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
WATER AND WASTEWATER DETAILS

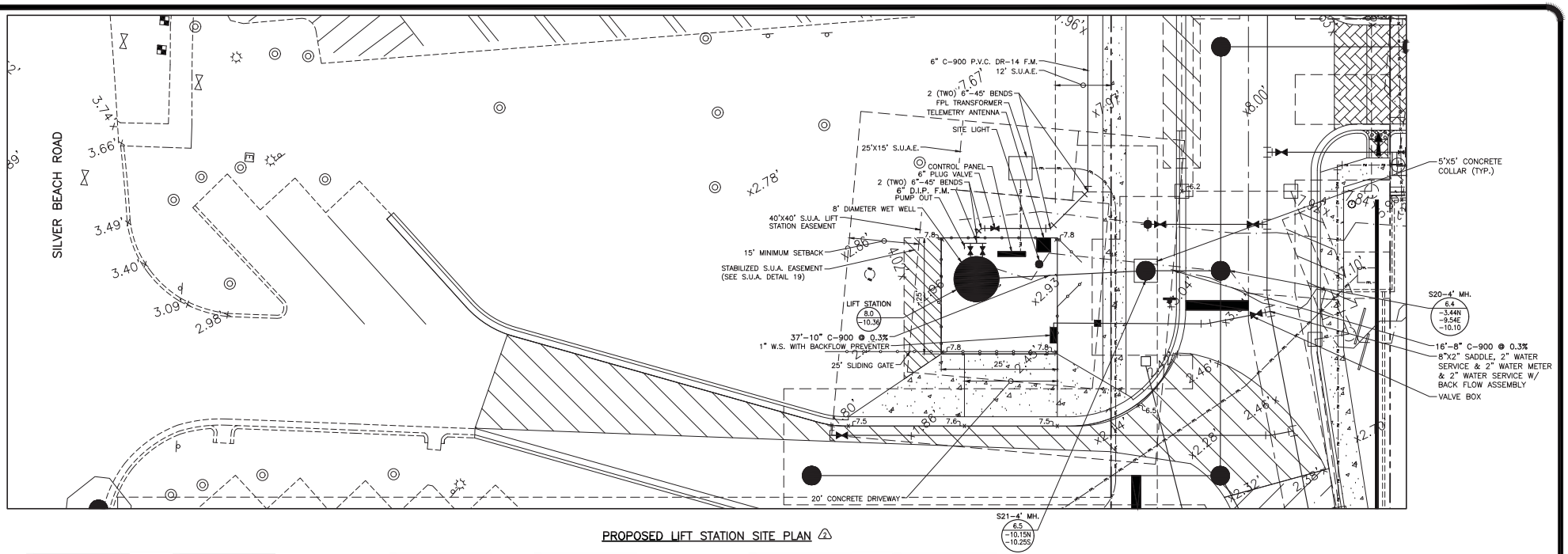
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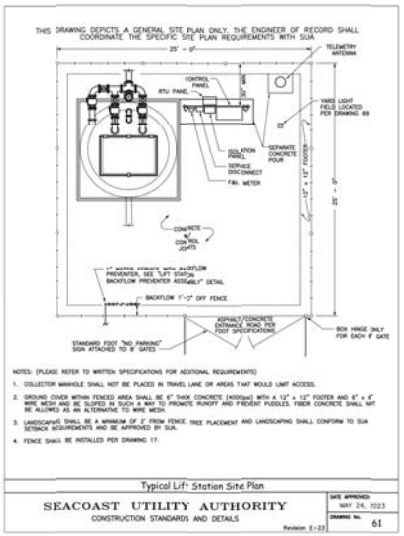
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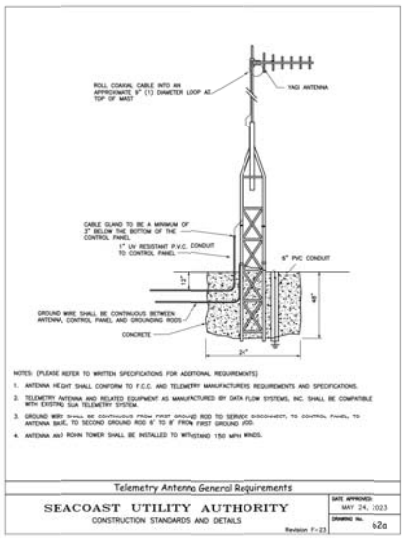
PROPOSED LIFT STATION SITE PLAN (2)



Typical Lift Station Site Plan

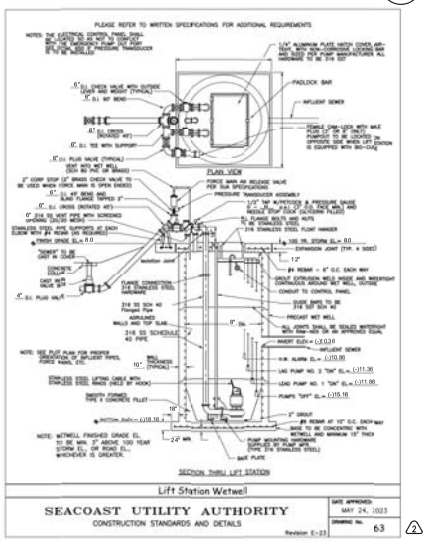
SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 61
Revision E-23

(2)



Telemetry Antenna General Requirements

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 62a
Revision F-23



Lift Station Wetwell

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: MAY 24, 2023
DRAWING No. 63
Revision E-23

(2)

N

10 5 0 10 20
SCALE IN FEET
1"=10'

PUMP
FLYGT NP 3171 SH3-277 35HP, 460V
3 PHASE IMPELLER 180 MIN., 3,520
R.P.M. FROM CALCS: 310.2 G.P.M. @
147.5 FT. T.D.H. DUTY POINT: 320
G.P.M. @ 157 FT SOFT STARTER

SECONDARY POUR
18"X37" OVER LIP

ERIK R. COOPER LICENSE No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

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3.) REVISED MH. RIMS AND INVERTS REV 4, 11/11/24 C.O.
(2) PERMIT REVISIONS 2, 06/02/23 C.O.
REVISED PER S.U.A., 06/15/23 C.O.
1.) REVISED LIFT STATION LAYOUT/SITE PLAN & REVISED LIFT STATION PUMPS AND WET WELL PER S.U.A. COMMENTS, 8/25/22 C.O.

REVISIONS

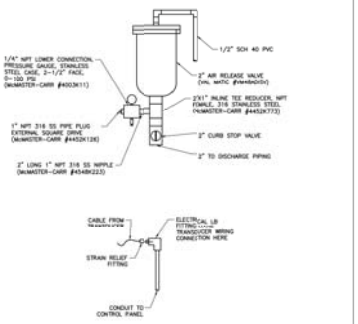
SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 3453 · 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
LIFT STATION PL

JOB NO. 19-038

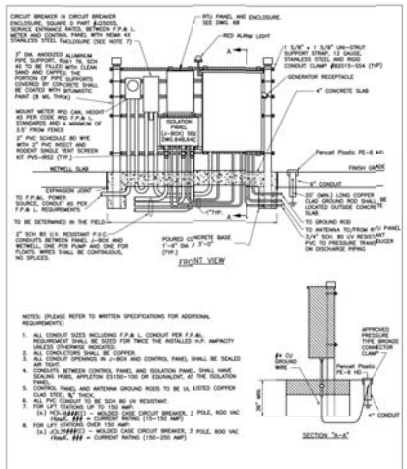
Item 14.



Pressure Transducer

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

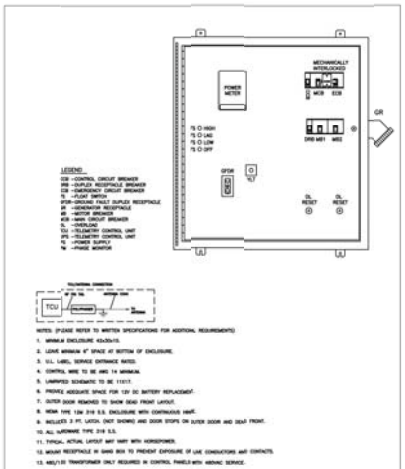
DATE APPROVED: MAY 24, 2023
DRAWING No. 64
Revision E-23



Lift Station Control Panel (Single Door)

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

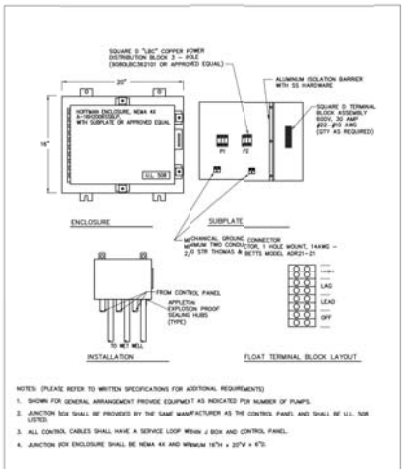
DATE APPROVED: MAY 24, 2023
DRAWING No. 65a
Revision E-23



Lift Station Control Panel Dead Front Layout

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED: MAY 24, 2023
DRAWING No. 65c
Revision D-23



Duplex Lift Station Control Panel J-Box

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED: MAY 24, 2023
DRAWING No. 66a
Revision E-23

PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

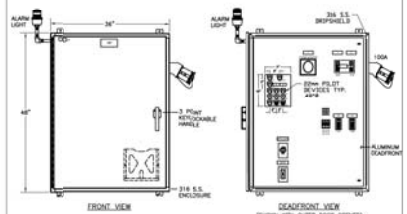
LEGEND	NOMENCLATURE	MANUFACTURER	PART NUMBER
AL	ALARM LIGHT	FEDERAL SIGNAL	LP3P-120R
CB1, CB2		SQUARE D	HDL3####-MA
CCR	CONTROL RELAY	SQUARE D	(X) 700 QDUT ##
CR	CONTROL RELAY	SQUARE D	8UM13G7
CT1-CT3	SOLID CORE CURRENT TRANSFORMER	MESCO-ER	25PT-101
DR	DUPLEX RECEPTACLE (GFI)	HUBBELL	GF5W15WHPWA
DR	DOOR SWITCH	SQUARE D	9007 AP221
ECB	EMERGENCY BREAKER	SQUARE D	(X) THERMAL MAGNETIC MOLDED CASE in FRAME
FB 1	FUSE K3	BUSSMAN-KTK	1 AMP WITH 600V FUSE BLOCKS
FB 2	FUSE K2	BUSSMAN-KTK	10 AMP WITH 600V FUSE BLOCKS
FB 3	FUSE	BUSSMAN-KTK	20 AMP WITH 250V FUSE BLOCK
F1 - F3	FUSE	BUSSMAN-MDL	1 AMP WITH 250V FUSE BLOCK
FS	FLOAT SWITCH	ANCHOR SCIENTIFIC	ASTO-FLOAT
GR 1	GENERATOR RECEPTACLE 100 AMP	APPLETON	(X)DR1034RS W/SPRING DOOR
GR 2	GENERATOR RECEPTACLE 200 AMP	APPLETON	(X)DR2034RS
LA	LIGHTNING ARRESTOR	DELTA	LA353 (250V) OR LA603 (480V)
MB	MOTOR BREAKER	SQUARE D	(X) THERMAL MAGNETIC MOLDED CASE WITH AUX CONTACT in FRAME
MCB	MAIN BREAKER	SQUARE D	(X) THERMAL MAGNETIC MOLDED CASE in FRAME
M	MOTOR STARTER	SQUARE D	(X) 8536 SERIES
OL	OVERLOADS	SQUARE D	(X) MELTING ALLOY WITH SO-4 AUX CONTACT
PLC	MEMORY MODULE	MICROLOGIX	1440
PM	PHASE MONITOR	SYNCHRONOUS	SLK1XXX1ALE
SA	SURGE ARRESTOR	SQUARE D	SDSA3650
T1	CONTROL TRANSFORMER 480/120V	SQUARE D OR HEAVY DUTY	2000 VA
TB	TERMINAL BOARD	MARATHON	200 SERIES
GL	GROUND LUG-2 CONDUCTOR	THOMAS & BETTS	ADR 21-21
GL	GROUND LUG-SINGLE CONDUCTOR	THOMAS & BETTS	ADR 21
TCV	TCV SNAP-IN KIT	DATA FLOW SYSTEMS	(X)DFS-00392-008-09
PP	POLYPHASER	DATA FLOW SYSTEMS	(X)DFS-00392-008-01
DR1A	KNOLE ADAPTER	APPLETON	(X)AJA100
DR2A	KNOLE ADAPTER	APPLETON	(X)AJA200

NOTE: EQUIVALENT MAY BE USED EXCEPT WHERE MARKED BY (X)

Lift Station Control Panel Material List

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

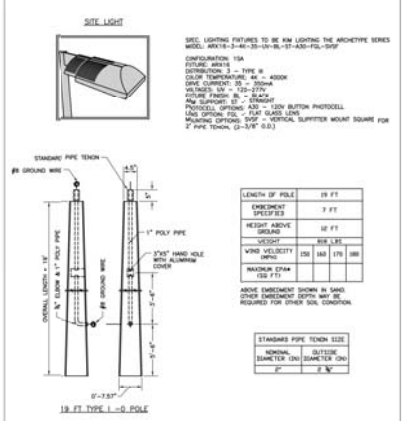
DATE APPROVED: MAY 24, 2023
DRAWING No. 67c
Revision D-23



Duplex Lift Station Control Panel - 48CV/3PH 20HP and up

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED: MAY 24, 2023
DRAWING No. 68a
Revision A-23



LENGTH OF POLE					19 FT
EMBEDMENT SPECIFIED					7 FT
HEIGHT ABOVE GROUND					12 FT
WEIGHT					859 LBS
WIND VELOCITY (MPH)	150	160	170	180	
MAXIMUM EPA# (SQ FT)					

STANDARD PIPE TENON SIZE	
NOMINAL DIAMETER (IN)	OUTSIDE DIAMETER (IN)
2"	2 3/8"

Lift Station Yard Light

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED: MAY 24, 2023
DRAWING No. 69
Revision C-23

ERIK R. COOPER LICENSED No 56934 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ERIK R. COOPER, P.E. ON 12/23/2024.

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1 PERMIT REVISIONS 2, 06/02/23 C.O.

REVISIONS

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 · West Palm Beach, FL 33407
Authorization # 3153 · 561.478.2848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
LIFT STATION DETAILS

JOB NO. 19-038

TOWN OF LAKE PARK
APPROVED
IN COMPLIANCE

J:\FILES\2019\19-038\CONSTRUCTION\190388524-30_WSD.dwg 12/23/2024 1:42 PM Connor O'Rourke

Item 14.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.

2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

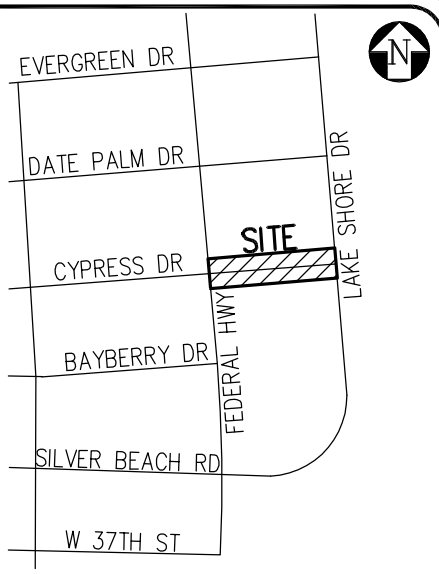
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR DIGITAL SIGNATURE, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF S84°34'36"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE (PLATTED AVENUE C) AS SHOWN IN THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

5. DISTANCES SHOWN HEREON ARE GRID DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.

LEGEND

PB	PLAT BOOK	POB	POINT OF BEGINNING
PG	PAGE	R/W	RIGHT-OF-WAY LINE
ORB	OFFICIAL RECORD BOOK	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
℄	CENTERLINE	PCN	PARCEL CONTROL NUMBER
POC	POINT OF COMMENCEMENT		



NORTH PALM BEACH, FLORIDA

LOCATION MAP
N.T.S.

LEGAL DESCRIPTION

A 60 FOOT WIDE PARCEL OF LAND BEING A PORTION OF CYPRESS DRIVE (PLATTED AVENUE C) LYING BETWEEN BLOCK 114 AND 115 AND ITS EASTERLY EXTENSION OF THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 114 OF SAID PLAT; THENCE N84°53'25"E A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE AND THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY LINE MAP SECTION 93040-2510, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1), N05°06'35"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N84°53'25"E, A DISTANCE OF 423.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (60' RIGHT-OF-WAY) OF SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S05°40'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S84°53'25"W, A DISTANCE OF 424.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 25,429 SQUARE FEET MORE OR LESS. (0.584 ACRES)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 1, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin

Digitally signed by Jennifer Malin
Date: 2025.10.02 11:05:33 -04'00'

JENNIFER C. MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO.6667
STATE OF FLORIDA LB#6603

FOR:

PARCEL "A"
CYPRESS DRIVE

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	JO
DATE:	10/1/2025

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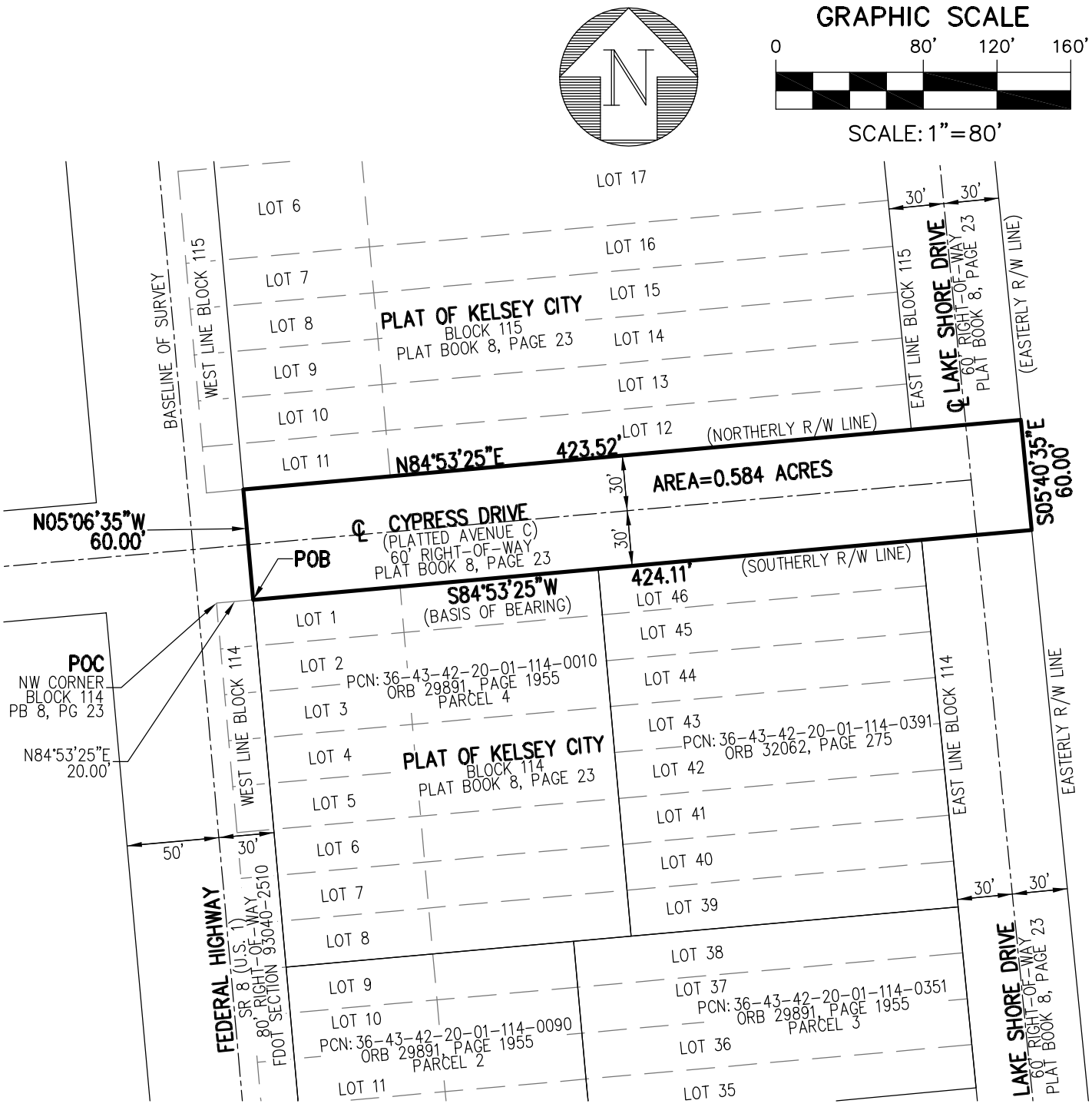
FIELD BOOK №

FLORIDA R.L.S. #

SHEET: 1 / 2

JOB № 18187.10

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 1



FOR:

PARCEL "A"
CYPRESS DRIVE

SCALE:	1"=80'
DRAWN BY:	JCM
CHECKED BY:	JO
DATE:	10/1/2025

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FIELD BOOK №

FLORIDA R.L.S. #

SHEET: 2 / 2

JOB №: 18187.10

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.

2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

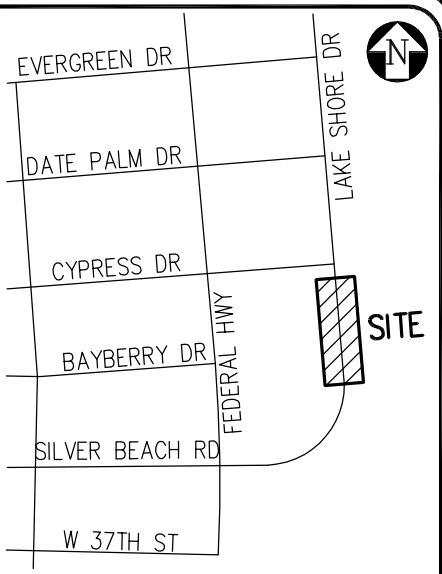
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR DIGITAL SIGNATURE, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF S05°40'30"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE, AS SHOWN IN THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

5. DISTANCES SHOWN HEREON ARE GRID DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.

LEGEND

PB	PLAT BOOK	POB	POINT OF BEGINNING
PG	PAGE	R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORD BOOK	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
℄	CENTERLINE	R	RADIUS
POC	POINT OF COMMENCEMENT	Δ	DELTA
L	LENGTH	PCN	PARCEL CONTROL NUMBER



NORTH PALM BEACH, FLORIDA

LOCATION MAP
N.T.S.

LEGAL DESCRIPTION

A 40 FOOT WIDE PARCEL OF LAND BEING A PORTION OF LAKE SHORE DRIVE (60 FOOT RIGHT-OF-WAY), LYING 20 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF BLOCK 114 OF THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 114 OF SAID PLAT; THENCE ALONG THE PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS DRIVE, N84°53'25"E, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING N84°53'25"E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE OF SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S05°40'30"E, A DISTANCE OF 366.72 FEET TO POINT ON A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 322.04 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°07'58", AN ARC DISTANCE OF 6.37 FEET TO A POINT OF NON-TANGENCY; THENCE S84°34'36"W, A DISTANCE OF 40.01 FEET TO A POINT 20.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF BLOCK 114 OF SAID PLAT, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 282.04 FEET, AND WHOSE CENTER BEARS S85°34'58"W, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'28", AN ARC DISTANCE OF 6.19 FEET TO A POINT OF TANGENCY; THENCE N05°40'30"W, A DISTANCE OF 367.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 14,928 SQUARE FEET MORE OR LESS. (0.343 ACRES)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 1, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin

Digitally signed by Jennifer Malin
Date: 2025.10.02 11:05:11 -04'00'

JENNIFER C. MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO.6667
STATE OF FLORIDA LB#6603

FOR:

PARCEL "B"
PORTION OF LAKE SHORE DRIVE

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	JO
DATE:	10/1/2025

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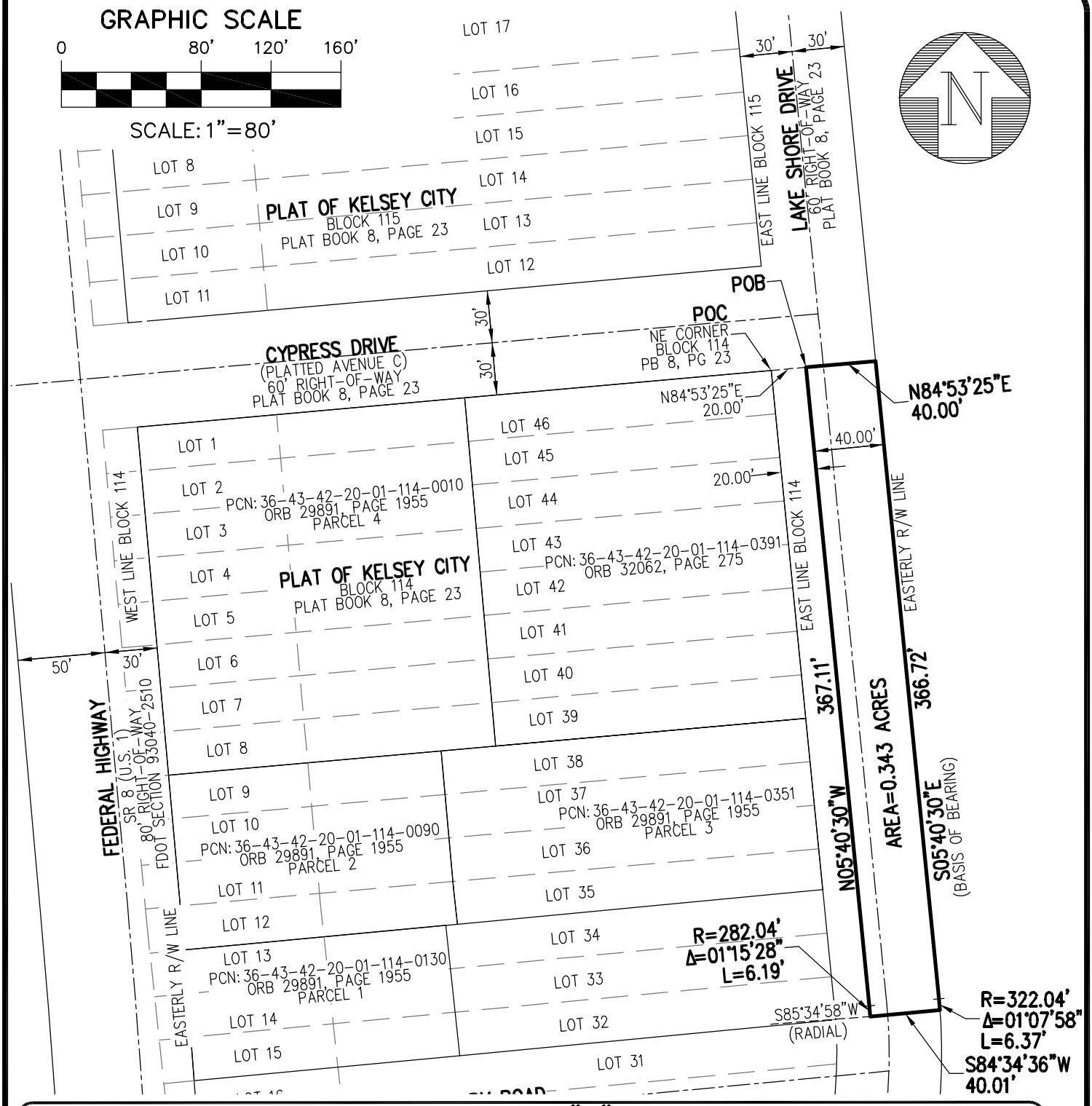
FIELD BOOK №

FLORIDA R.L.S. #

SHEET: 1 / 2

JOB №: 18187.10

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 1



FOR:

PARCEL "B"
PORTION OF LAKE SHORE DRIVE

SCALE:	1"=80'
DRAWN BY:	JCM
CHECKED BY:	JO
DATE:	10/1/2025

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FIELD BOOK №	SHEET: 2 / 2
FLORIDA R.L.S. #	JOB № 18187.10

SKETCH OF DESCRIPTION
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NOT VALID WITHOUT ACCOMPANYING SHEET 2

NOTES:

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2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

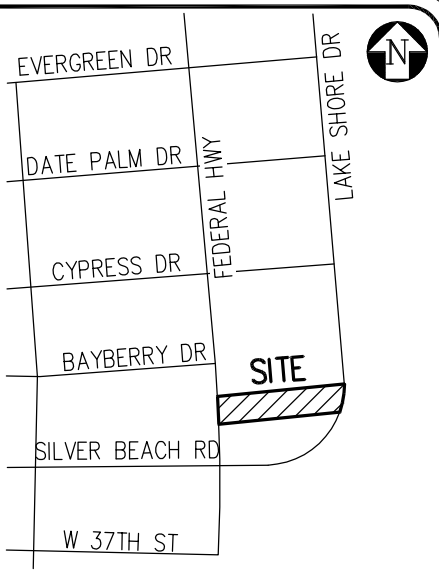
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4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF N84°34'36"E, ALONG THE NORTHERLY LINE OF LOT 16, AND LOT 31 AS SHOWN IN THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

5. DISTANCES SHOWN HEREON ARE GRID DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.

LEGEND

PB	PLAT BOOK	POB	POINT OF BEGINNING
PG	PAGE	R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORD BOOK	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
℄	CENTERLINE	R	RADIUS
POC	POINT OF COMMENCEMENT	Δ	DELTA
L	LENGTH	PCN	PARCEL CONTROL NUMBER



NORTH PALM BEACH, FLORIDA

LOCATION MAP
N.T.S.

LEGAL DESCRIPTION

A 62 FOOT WIDE PARCEL OF LAND BEING A PORTION OF LOTS 16, 17, 18, 29, 30 AND 31, BLOCK 114 AND A PORTION OF LAKE SHORE DRIVE (60 FOOT RIGHT-OF-WAY) OF THE PLAT OF KELSEY CITY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 16, BLOCK 114, OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 16 N84°34'36"E, A DISTANCE OF 17.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1) (80' RIGHT-OF-WAY), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93040-2510, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG THE NORTHERLY LINE OF LOT 16 AND LOT 31 AND ITS EASTERLY PROLONGATION, N84°34'36"E, A DISTANCE OF 428.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (60' RIGHT-OF-WAY) OF SAID PLAT, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 322.04 FEET AND WHOSE CENTER BEARS S85°27'28"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°07'06", AN ARC DISTANCE OF 62.49 FEET TO A POINT OF NON-TANGENCY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S84°34'36"W, A DISTANCE OF 423.46 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. 1) (80' RIGHT-OF-WAY), SAID POINT ALSO BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5759.65 FEET, AND WHOSE CENTER BEARS S86°32'16"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°37'01", AN ARC DISTANCE OF 62.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26,476 SQUARE FEET MORE OR LESS. (0.608 ACRES)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 1, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin Digitally signed by Jennifer Malin Date: 2025.10.02 11:04:44 -04'00'

JENNIFER C. MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO.6667
STATE OF FLORIDA LB#6603

FOR:
PARCEL "C"
BAYBERRY ROAD

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	JO
DATE:	10/1/2025

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

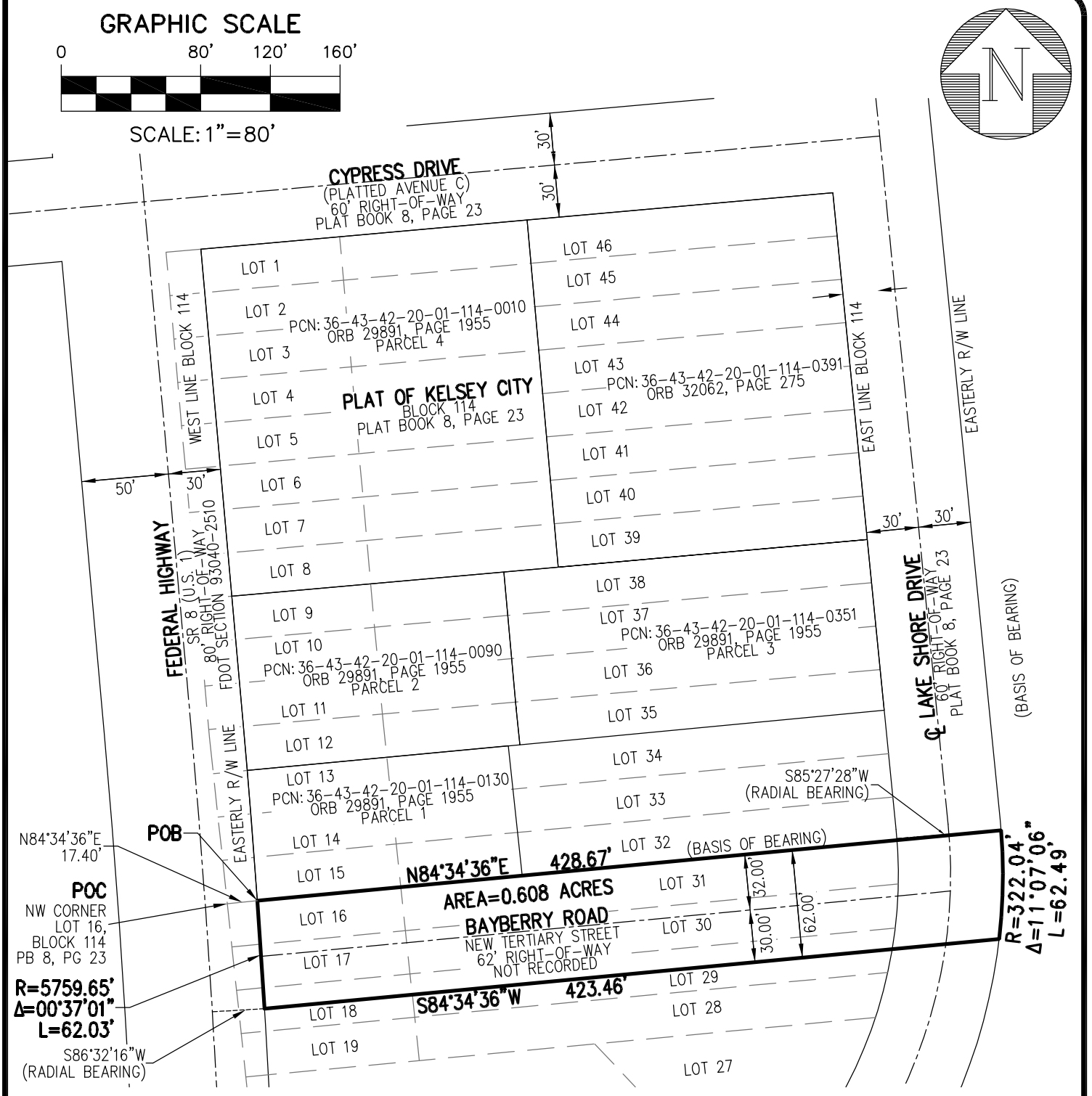
FLORIDA R.L.S. #

SHEET: 1 / 2

JOB №: 18187.10

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 1

GRAPHIC SCALE
0 80' 120' 160'
SCALE: 1"=80'



FOR:
PARCEL "C"
BAYBERRY ROAD

SCALE:	1"=80'
DRAWN BY:	JCM
CHECKED BY:	JO
DATE:	10/1/2025

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FIELD BOOK №	
FLORIDA R.L.S. #	
SHEET:	2 / 2
JOB №	18187.10

Y:\Land Projects R2\18187.10 N220 Development Roadway S&D\dwg\18187.10 Cypress Dr S&D.dwg 10/2/2025 10:39:04 AM EDT

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025
Originating Department: Human Resources
Agenda Title: Discussion - Town Manager Annual Performance Evaluation

Approved by Town Manager: _____ **Date:** _____

Cost of Item: _____ **Funding Source:** _____
Account Number: **Finance**
001-408-597 _____ **Signature:** Barbara A. Gould

Advertised:
Date: _____ **Newspaper:** _____

Attachments: SMART Goal performance evaluation and EMNIU performance evaluation (draft)

Please initial one:

_____ Yes, I have notified everyone.

DP Not applicable in this case

Summary Explanation/Background:

The Town Commission is requested to consider, discuss and provide input/direction on proceeding with the upcoming evaluation for the Town Manager (January 9, 2025 to January 8, 2026).

Two (2) evaluation options have been developed utilizing evaluations from a number of Florida municipalities and counties (i.e., Lauderhill, Long Boat Key, Palm Beach County, North Palm Beach, Coral Springs, Pembroke Pines, Tequesta, etc.). Both options would require the joint development of S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Timing) Goals (Mayor and Commission with the Town Manager) for the upcoming performance year.

Note: S.M.A.R.T. Goals provide a clear framework for setting and achieving goals effectively. Additionally, this method helps ensure that goals are structured and attainable, making it easier

to track progress and stay accountable. Please see attached S.M.A.R.T. Goals Guide Sheet for additional information on developing Goals under this method.

Recommendation:

The Town Commission consider, discuss and provide input/direction on proceeding with the Town Manager's Annual Performance Evaluation.

Town Manager
Annual Performance Evaluation

PERFORMANCE EVALUATION GUIDE FOR STAFF RATINGS ON WORKSHEET

The following information is a guide for your consideration to assist in scoring the Town Manager's performance. It is not absolute; it is simply a guide.

OVERALL RATING: The overall rating will be based on composite score from the 23 ratings listed below. Please rate section item by:

Exceeds rating
Meets rating
Needs **I**mprovement
Unsatisfactory

Mayor and Town Commission: For each category, you are requested to select one of the ratings [i.e., Exceeds (E), Meets (M), Needs Improvement (NI) or Unsatisfactory (U)].

Additionally, you are requested to provide a S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Timing) Goals for the upcoming performance year.

S.M.A.R.T. Goals provide a clear framework for setting and achieving goals effectively. Additionally, this method helps ensure that goals are structured and attainable, making it easier to track progress and stay accountable. Please see attached S.M.A.R.T. Goals Guide Sheet for additional information on developing Goals under this method.

All fully completed and signed performance evaluations are requested to be provided to the Town Manager's Office by Wednesday, December 31, 2025 or Wednesday, January 14, 2025.

JOB PERFORMANCE

1. Quality of Work**:** Consider completed work effort, assignments completed relative to job requirement, accuracy, neatness, and thoroughness of work and pride in the work completed.

   E: Consistently produces work that is thorough, neat and organized. Performs in an exemplary way that is a model for others to follow, exceeding standards and expectations.
   M: Produces an acceptable quality of work as defined by the job description. The work is satisfactory, neat and is generally organized.
   NI: Requires a medium level of supervision; often produces work with errors and/or omissions, makes frequent or recurrent errors. Work assignments are not always completed timely.

U: Requires a high level of supervision; frequently produces work with errors and/or omissions. Work product appears rushed through; sloppy with no attention to detail.

SMART GOAL:

2. Job Knowledge**:** Consider job knowledge and understanding of every aspect pertinent to the job (methods, equipment, etc.). The blending of job-related education, skills, best practices and experience.

E: Consistently displays in-depth knowledge and skills. Uses professional experience perspectives relevant to the job and knowledge of best practices to make the job more efficient. Actively seeks to enhance job knowledge and understanding.
M: Displays an acceptable level of job knowledge and skills and uses it appropriately to accomplish work tasks. Seeks out supervision as necessary to complete the job properly. Displays a willingness to learn. Attends all mandatory training and additional training opportunities.
NI: Displays gaps in basic job knowledge and skills. Requires additional supervision or help to complete the job properly. May occasionally display resistance to learning.
U: Displays a lack of basic job knowledge and skills. Requires frequent assistance from the Mayor and Commission routine job requirements. Unwilling or unable to learn job fundamentals.

SMART GOALS:

3. Care of Town Assets and/or Equipment: Care of Town Assets and/or equipment and maintenance of equipment and tools. Follows policies and procedures in the care, use and handling of Town property and equipment.

E: Little to no loss or damage to assets, tools or equipment due to carelessness or negligence.
M: Proper use and care of assets, tools and equipment.
NI: Little regard for tools, assets or equipment. Has to be reminded occasionally to clean and maintain tools.
U: No regard for assets, tools or equipment. Failure to use safety guards.

SMART GOALS:

4. Accepts Job Instructions / Compliance: Ability to grasp instructions, completes the job according to Town Commission instruction, and quickly understands new information and situations. Is compliant with laws, policies, rules and regulations.

   E: Adapts to new methods and works through obstacles when encountered. Is always compliant. Provides suggestions for procedure enhancements or process reengineering. Understands instructions on complex assignments.
   M: Understands and accepts instructions, new ideas and developments without much explanation. Is compliant with laws, policies, rules and regulations.
   NI: Often needs extra instruction, does not follow instructions, and is not compliant.
   U: Consistently needs instruction. Does not follow instructions and is not compliant.

SMART GOALS:

5. Productivity and Organization: The utilization of available working hours to complete assignments on schedule and in a neat and organized fashion.

   E: Completes assignments on or ahead of schedule. Plans, prioritizes and organizes projects or work load. Extra work is accomplished due to the development and use of new efficient work methods.
   M: Assignments are consistently produced within established deadlines. Town Manager is organized. Work is neat and complete.
   NI: Occasionally work is not finished within the time requested and/or work occasionally shows signs of being rushed. Employee is not organized.
   U: Frequently does not complete assignments and work is inaccurate or unacceptable. Needs to develop efficient work habits and organizational skills to ensure that work is completed within time expected.

SMART GOALS:

DRAFT

6. Initiative: Consider Town Manager's ability to act on own responsibility to accomplish needed work. Voluntarily starts projects. Attempts non-routine jobs and tasks. Willingness to approach difficult, unusual, and new assignments.

   E: Consistently identifies new projects. Works independently with virtually no oversight. Never misses a deadline and tends to completes tasks early. Very adaptable to new tasks and challenges.
   M: Does what is assigned and is generally a self-starter. No additional oversight needed. Rarely misses deadlines. Generally willing and able to accept and enact changes and new tasks. Voluntarily attempts to solve non-routine job problems as they occur.
   NI: Sometimes requires supervisory push. Requires more oversight than expected from supervisor. Occasionally misses deadlines. Sometimes unable or unwilling to carry out new tasks and accept change. Never or seldom volunteers. Sticks only to job routine.
   U: Lacks initiative. Needs constant prodding and oversight from supervisor to complete tasks and/or resistance to new tasks, refuses to learn new tasks or accept changes.

SMART GOALS:

7. Reports and Records: The ability to produce accurate reports and to maintain records.

   E: Reports are accurate and timely. Consistently streamlines processes and/or recommends methods for streamlining processes.
   M: Handles records properly; reports are accurate and timely.
   NI: Reports are poorly thought out; sloppy record keeping. Reports and files sometimes misplaced, not always properly kept, or employee has to be reminded to produce required reports.
   U: Inaccurate reports and/or fails to produce required reports.

SMART GOALS:

DRAFT

8. Reliability: Dependability and trustworthiness to complete tasks in a timely and efficient manner. Consider employee's ability to follow through on assignments. Participates and completes all required meetings and training.

   E: Vacation/days off are always prearranged to eliminate impact on work unit. Always reports to work after scheduled holidays or days off. Employee is always dependable and trustworthy.
   M: Takes appropriate leave. Vacation/days off are prearranged. Employee is dependable. Seldom, if ever, tardy.
   NI: Leave usage is considerable and demonstrates patterns (e.g. Mondays/Fridays). Vacation/days off are often not prearranged and impacts work unit. Frequently tardy.
   U: Documented leave abuse. Frequent failure to get approved of vacation or days off, consistently tardy or absent following scheduled leave or holidays.

SMART GOALS

INDIVIDUAL CHARACTERISTICS

9. Cooperative: The ability to work well with the Town Commission, County, Lake Park community and stakeholders and staff. Views the success of the organization and team as more important than individual needs and desires. Contributes and promotes teamwork in a cooperative work environment (considerate, helpful, etc.).
   E: Extremely successful in working with others. Demonstrates exceptional skill in handling difficult people. Creates a harmonious working environment. Demonstrates respect for team members and actively supports team decisions.
   M: Cooperative and willing to help. Works well in a team environment. Displays tact in dealing with difficult people. Professional and helpful. Displays respect for others the majority of the time.
   NI: Occasionally has difficulty getting along with others and/or working in a team environment. Does not provide adequate assistance to co-workers or is disruptive to team.
   U: Ineffective in working with others individually and/or in a team environment. Displays behavior that others perceive as rude or unhelpful. Clear lack of respect for all team members.

SMART GOALS

DRAFT

10. Accountability: Consider Town Manager's ability to take responsibility and ownership for decisions, actions and results. Accountable for both how and what is accomplished. Is accountable to the team.

    E: Plans proactively and seeks out appropriate resources to achieve results. Admits mistakes, takes corrective actions and helps others learn from any mistake. Is highly responsible. Shares information freely. Recommends and implements solutions.
    M: Takes responsibility for how and what results are achieved. Recognizes and admits mistakes. Takes corrective action or provides solutions.
    NI: Sometimes misses the mark to deliver results or meets deadlines. Occasionally blames others for fails to keep others informed. Does not immediately address issues or sometimes ignores what needs to be addressed.
    U: Does not deliver results, meets deadlines or admit mistakes. Blames others for shortcomings. Does not keep others informed and/or allows issues to go unaddressed.

SMART GOALS

11. Stress Tolerance: Even temperament. Acceptance of unavoidable tension and pressure. Demonstrates the ability to adapt to unexpected work pressures in a constructive/positive manner. Is open to constructive criticism or suggestions and take direction willingly.

    E: Uses skills and knowledge to deal with the cause of stress. Proactively addresses situations to try and resolve stressful events. Evaluates resources to relieve or reduce stressful situations. Keeps composed and focused on task at hand when dealing with high demand tension/pressure.
    M: Absorbs routine pressure of job.
    NI: Creates situations invoking stress of others.
    U: Disrupts work environment; inconsistent personality.

SMART GOALS

DRAFT

12. Shows Respect to Colleagues: Open to discussion in a courteous, polite and kind manner. Actively seeks Commission input for additional information or other perspectives about issues.

    E: Exceptional enthusiasm with others, creates goodwill. Is courteous, polite and kind. Open to discussion and accepts varying opinions and weighs advice before coming to conclusion.
    M: Builds rapport by demonstrating respect for others and their opinions. Is courteous, polite and kind.
    NI: Sometimes has negative effect on others, dismissing opinions on occasion. Is not courteous, polite or kind.
    U: Uncooperative, unfriendly, ridicules others or their ideas.

SMART GOALS

13. Actively Communicates: Demonstrates verbal and/or written skills necessary to perform the job. Consider Town Manager's ability to convey information and present ideas clearly, concisely and professionally throughout the organization and with outside contacts. Readily shares necessary/pertinent information with Town Commission and responds with appropriate feedback. Listens.

    E: Communications are always clear, concise and timely. In addition, goes out of his/her way to clarify the meaning of messages or to help others understand messages. Actively listens and asks questions.
    M: Communications are recorded and conveyed appropriately, timely and are consistently clear and concise. Employee listens.
    NI: Occasionally messages are lost, misinterpreted, conveyed inaccurately or inappropriately. Information is sometimes withheld. Cannot clearly express ideas. Body language is inappropriate or dismissive. Occasionally listens.
    U: Communications are inconsistent in clarity. Messages conveyed inaccurately or inappropriately. Information is withheld. Tone and intention behind the message is inappropriate. Body language is inappropriate or dismissive. Does not listen.

SMART GOALS

PROFESSIONAL DEVELOPMENT

14. Completes Mandatory Training/Sough Additional Training: Takes all required mandatory training. Develops skills and seeks formal training that will enhance their personal development and add to the overall expertise of the organization.

    E: Completes all mandatory training. Seeks to increase value to organization and takes advantage and actively participates in training and development opportunities to complete assignments in more efficient ways. Expertly applies new training concepts.
    M: Completes all mandatory training. Takes advantage of pertinent training and resources and seeks to develop skills continuing education. Attends workshops and or conferences that are job specific.
    NI: May attend training but does not willingly participate and fails to implement new processes learned on the job.
    U: Does not complete mandatory training. Does not seek or dismiss training opportunities to improve current skills and/or develop new skills.

SMART GOAL

15. Demonstrates Leadership Skills: The ability to positively communicate, lead, influence and inspire work effort through others. Assists, coaches to improve other team members' work or skills and is available when called upon, to engage, help solve problems, motivate others and provide feedback.

    E: Inspires a high level of loyalty of employees evidenced by their commitment and motivation; considered an organizational leader and mentor; serves as a mentor in guiding employees to develop their job-related skills or guidance on projects.
    M: Solid team player. Effective in bonding team together. Generates positive measurable outcomes as a result of teamwork. Possess strong goal orientation.
    NI: Sometimes has a negative attitude. Has minimal concern for teamwork. Does not consistently assist others or assist with projects.
    U: Engages in behaviors that splinter cohesiveness. Makes no effort to be part of the team, assist others or assist with projects. Focuses only on own needs.

SMART GOAL

DRAFT

16. Receptive to Coaching, Constructive Criticism and Advice: Open to learning, growth and development both personally and professionally for optimum performance through coaching and constructive feedback. Provides timely and consistent caching, praise, constructive criticism, advice and feedback on job performance to direct reports.

    E: Accepts the delivery of construction criticism, advice, praise and feedback with a sense of goodwill and appreciation for the learning opportunity. Asks clarifying questions, applies concepts and seeks additional training. (For Managers, Supervisors and Crew Leaders, provides frequent and timely coaching, feedback and praise to direct reports in a respectful and kind manner.)

    M: Is open to learning and growth through coaching, feedback or advice and applies concepts. (For Managers, Supervisors and Crew Leaders, provides coaching, praise and feedback opportunities on job performance to direct reports consistently and timely.)

    NI: May attend coaching sessions but is disrespectful. Does not heed advice or apply concepts. (For Managers, Supervisors and Crew Leaders, rarely provides coaching/feedback opportunities to direct reports. Does not provide feedback with tact or kindness. Does not praise employees for job well done.)

    U: Rejects, ignores or is disrespectful and/or not open to coaching, constructive criticism, praise, advice or feedback on job performance. (For Managers, Supervisors and Crew Leaders, never provides coaching or feedback opportunities to direct reports.)

SMART GOALS

TOWN VALUES

17. Practices Stewardship: Responsible for understanding and managing their impacts on the Town, finding sustainable practices to save money or resources, sustaining Town Values.

    E: Fully engaged, motivated, and committed to the careful and responsible management of the Town's resources and assets. Upholds Town values, saves money and Town resources.

    M: Demonstrates a commitment to environmental stewardship, sustainable practices, money saving efforts, Town values and wellbeing. Shows effort in achieving Town's goals.

    NI: Lacks commitment to responsibly use Town resources and assets. Has "buy-in" to "Vision Statement" but actions/work products do not tally reflect full participation in reaching the Town's goals.

    U: Does not responsibly use Town resources and assets. Has no regard for the environment or sustainable practices. Wastes time, resources and money.

SMART GOALS

18. Committed to Excellence: "Good Will Ambassador" who displays pride and dignity of the highest caliber in the performance of their duties. Embraces Town values and goals and is committed to the best organization possible.

    E: Fully engaged, motivated, and committed to achieving and advancing the Town's goals and work objectives in a measurable way. All work products are exceptional quality.
    M: Takes action to achieve Town goals. Consistently takes pride in work. Produces solid work product.
    NI: Has "buy-in" to the Town's vision and mission but actions do not totally reflect full participation in reaching the Town's goals. Work product is marginal.
    U: Lacks energy and persistence towards achieving Town goals. Work product is unacceptable.

SMART GOALS

19. Acts ethically and with integrity at all times: All employee shall comply with the Code of Ethics for Public Officers and Employees under the Florida State Statutes 112, as well as the Town ordinances and policies. Accepts responsibility/accountability for their actions and decisions. Recognizes and does not contribute to gossip, disrespectful, or unprofessional behaviors, workplace harassment, or bullying. Reports to appropriate supervisory level actions and suspected activity that would be considered unethical.

    E: Widely respected for their honestly, is the go-to person for honest answers, opinions, and role model for other employees. Reports suspected unethical behavior.
    M: Person of their word, gives credit where credit is due, uses honest facts to support conclusions and/or admits when mistakes are made and attempts to correct them. Reports suspected unethical behavior.
    NI: Takes credit for work done by others/or attempts to shift blame to others.
    U: Frequently caught in lies, basic lack of honesty.

SMART GOALS

20. Judgement: Ability to think through situations, weigh factors involved and make sound decisions. Capacity to make reasonable decisions.

E: Priorities are determined so that objectives are consistently met. Problems are recognized and solved, including those which are complex and sensitive. In addition, problems may be changed into positive opportunities and outcomes.
M: Almost always exercise sound judgement. Most problems are recognized and solved, including some which are complex or sensitive.
NI: Priorities are determined so that most of the objectives are met. Frequently requires assistance with those problems which are complex or sensitive.
U: Objectives are not consistently met. Solutions do not identify the nature of the problem and/or do not eliminate the problem.

SMART GOALS

CUSTOMER SERVICE

21. Is Responsive: Ability to interact positively with the public and promote public input and transparency. Demonstrates a clear understanding of customer needs (internal and external) and responds in a timely manner.

E: Positively interacts with internal and external customers. Goes above and beyond. Quickly resolve issues and makes recommendations for improvements.
M: Agreeable, pleasant, and willing to help. Reliable and consistent response time.
NI: Takes too long to respond. Is blunt, discourteous, antagonists or sometimes tactless. Use poor communication skills, is impatient or rude.
U: Ignores customer inquiries and does not respond.

SMART GOALS

DRAFT

22. Offers Solutions and Follows Through: Ability to develop appropriate solutions and responses to issues, problems or concerns. Able to identify resources to resolve concerns. Resolves issues.

E: Researches issues in-depth, analyzes solutions, identifies resources, and resolves concerns.
M: Develops appropriate solutions and follows through.
NI: Periodically offers solutions. Periodically follows through.
U: Offers no solutions. Does not follow through.

SMART GOALS

23. Is Respectful to Customers. Listens:

E: Goes above and beyond. Gives undivided attention to customers, actively listens, always responds calmly and kindly.
M: Is respectful to customers and actively listens.
NI: Is occasionally disrespectful or does not listen.
U: Is disrespectful and does not listen. Is blunt, impatient and rude.

SMART GOALS

ADDITIONAL COMMENTS &/OR S.M.A.R.T. GOALS:

1 . **S.M.A.R.T. Goals/Objectives results for this Review Year (Develop jointly with Town Manager:**

Note: Write the results of the three - three goals established last year. Primary importance is the employee's ability to see how their performance expectations and goals are linked to the Town of Lake Park's Core Values. Goals should be reviewed with the Town Manager during the One-on-One Meeting.

2. **Other Town Manager Accomplishments:**

3. **Jointly Developed S.M.A.R.T. Goals/Objectives for Upcoming Year:**

4. **Opportunities for Improvement (Town Manager may provide comment in this section):**

5. **What can I as your one of your supervisors (Mayor and Commission) do to assist you in accomplishing your objectives or assist you with? Town Manager comments and emphasizes what their supervisor can assist with to help them accomplish their job.**

DRAFT

Setting S.M.A.R.T. Goals – use the S.M.A.R.T. formula:

S-Specific
M-Measurable
A-Attainable
R-Relevant
T-Trackable

Specific – Precise Terms – Targeted

The goal should define specific results and provide concrete details on what is to be achieved.

Measurable – How much of what and by when – Means for tracking

When writing the goal, define how you and your manager can measure its success. There are several ways to measure goals:

a. Behavior: Observable change in an employee's actions.
b. Quantity: A numerical increase or decrease.
c. Quality: How well the result meets the criteria set in a goal.
d. Cycle time: Time from request to completion: processing time.
e. Efficiency: Resources (time, budget) applied to achieve the result.

Attainable – Achievable

Goals should be challenging and go beyond your day-to-day duties and at the same time be achievable.

Relevant – Links to results – Results Based

When writing, state the results to be achieved rather than the activity or work processes leading to those results. Focus on what you are responsible for accomplishing.

Trackable – timeframe for action or completion dates (long- or short-term goal)

Establish a time limit. State the date which results must happen or for ongoing expectations, specify how often the goal or expectations must be met as well as how often it will be reviewed.

Example SMART Goals

- To reconcile the department financial reports by the fifteenth of every month with no increase or a decrease in reconciliation
- To lead the assessment and redesign of the department's webpage in order to create a professional and resident-focused website. Develop, revise, and design by September 2019.
- To reduce overtime in the department from 150 hours per month to 50 hours per month by the end of the fiscal year.

Performance Goals

Performance Goals are the "what" you are working to accomplish. They are tied to departmental and organizational strategic priorities. Below is an example of a performance goal:

- Implement an enhanced billing management process through web-based technology by April 30. Develop a master design document, and creating stakeholder buy-in and awareness. Ensure functionality of system and new form. Develop the communication and implementation plan for the new process by the end of September. Ready for delivery in mid-October.

Development/Personal Goals:

Development/Personal goals focus on an area you want to develop in order to grow in your job or advance in your career. Below is an example of a development goal:

- To increase my effectiveness in giving presentations I will join Toastmasters by March 31 and attend at least 6 monthly meetings by end of the year. I will ask for feedback using the Toastmasters format on my presentations after each staff meeting during the year.

_____

ONE-ON-ONE MEETING – Town Mayor and Commissioners are encouraged to meet directly with the Town Manager to review and finalize review and discuss identified S.M.A.R.T. Goals that are recommended for the next performance year.

_____ _____

Town Manager Signature Date

_____ _____

Evaluator's (Mayor & Commission) Signature Date

DRAFT

_____

Town Manager
Annual Performance Evaluation
DRAFT

Employee Name & Title: Richard J. Reade, Town Manager

Evaluator's Name (Mayor & Commission):

Evaluation Date:

Evaluation Period: January 9, 2025 to January 8, 2026

Evaluation Instructions:

This annual performance evaluation form contains ___ categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, please utilize the rating scale provided below to indicate your rating of the Town Manager's performance for the evaluation period identified above. All scores will be totaled to determine a final performance evaluation score on the last page of the evaluation document.

5 - Excellent (consistently exceeds expectations and performs at a very high standard)
4 - Above Average (generally exceeds performance expectations)
3 - Satisfactory (meets performance expectations)
2 - Below average (generally does not meet performance expectations)
1 - Unsatisfactory (consistently fails to meet minimum performance expectations

This annual performance evaluation form also contains an opportunity for the Mayor and Commission to include narrative comments and/or Specific, Measurable, Achievable, Realistic and Timing S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Timing) Goals for the upcoming performance year.

S.M.A.R.T. Goals provide a clear framework for setting and achieving goals effectively. Additionally, this method helps ensure that goals are structured and attainable, making it easier to track progress and stay accountable. Please see attached S.M.A.R.T. Goals Guide Sheet for additional information on developing Goals under this method.

Please type all scores within the area provided and type all comments and/or S.M.A.R.T. Goals within the section provided. If additional space is needed, please attach within the additional page(s) provided.

All fully completed and signed performance evaluations are requested to be provided to the Town Manager's Office by Wednesday, December 31, 2025 or Wednesday, January 14, 2025.

SECTION 1. - ETHICS, JUDGEMENT AND DECISION MAKING:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Diligent and thorough in the discharge of duties, "self-starter"						**0**
• Exercise good judgement						**0**
• Displays enthusiasm, cooperation, and willingness to adapt						**0**
• Mental and physical stamina appropriate for the position						**0**
• Exhibits composure, appearance and attitude appropriate for the executive position						**0**
• Makes decisions that are well thought out and in the best interest of the Town; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner						**0**
Total Section 1 Performance Evaluation Review Score (30 Available Points):						**0**

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 2. - JOB SKILLS, KNOWLEDGE, COMMUNICATION, PUBLIC RELATIONS:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Maintains knowledge of current development affecting the practice of local						0
• Demonstrates a capacity for innovation and creativity						0
• Anticipates and analyzes problems to develop effective approaches for solving them						0
• Willing to try new ideas proposed by governing body members and/or staff						0
• Sets a professional example by handling affairs of the public office in a fair and impartial manner						0
Total Section 2 Performance Evaluation Review Score (25 Available Points):						**0**

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 3. - RELATIONS WITH RESPONSIVENESS WITH TOWN COMMISSIONERS:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Openly communicates with members of the Commission promptly and properly responds to requests; keeps Commission informed of current issues						**0**
• Carries out directives of the Town's elected body as a whole as opposed to those of any one member or minority group						**0**
• Sets meeting agendas that reflect the guidance of the governing body						**0**
• Disseminates complete and accurate information equally to all members in a timely manner						**0**
• Assists by facilitating Town Commission policy decision making						**0**
• Responds well to requests, advice and constructive criticism						**0**
Total Section 3 Performance Evaluation Review Score (30 Available Points):						**0**

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 4. - POLICY EXECUTION:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Implements governing body actions in accordance with the intent of the Commission						0
• Supports the actions of the governing body after a decision has been reached						0
• Understands, supports and enforces local government's laws, policies and Ordinances						0
• Reviews Ordinance and policy procedures periodically to suggest improvements to their effectiveness						0
• Offers workable alternatives to the governing body for changes in law or policy when an existing policy or Ordinance is no longer practical						0

Total Section 4 Performance Evaluation Review Score (25 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 5. - REPORTING:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Provides regular information and reports to the governing body concerning matters of importance						0
• Responds in a timely manner to requests from the government body						0
• Takes the initiative to provide information, advice and recommendations to the governing body of matters that are non-routine and not administrative in nature						0
• Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience						0
• Produces and handles reports in a way to convey the message that the efforts and services of the Town are transparent						0

Total Section 5 Performance Evaluation Review Score (25 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 6. CITIZEN RELATIONS:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Responsive to request from citizens concerning matters of importance						0
• Demonstrates a dedication to service to the community and its citizens						0
• Maintains a nonpartisan approach in dealing with the news media						0
• Meets with and listens to members of the community to discuss their concerns and strives to understand their interests						0
• Gives an appropriate effort to maintain citizen satisfaction with Town Services						0

Total Section 6 Performance Evaluation Review Score (25 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 7. STAFFING & RECRUITING:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Recruits and retains competent personnel (including reviewing and amending the hiring process to bring in the best available candidates and reduce costs)						**0**
Professionally manages the compensation and benefit plans						**0**
Stays accurately informed and appropriately concerned about employee relations						**0**
• Motivates and develops personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public						**0**

Total Section 7 Performance Evaluation Review Score (20 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 8. SUPERVISION:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Encourages department directors to make professional-driven decisions within their department						0
• Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring Town operations						0
• Develops and maintains a friendly and informal relationship with the staff and the workforce						0
• Encourages teamwork, communication, innovation and effective problem solving among staff members						0
• Treats all Town personnel in a fair and equitable manner and applies an appropriate level of supervision (including assessing progress and providing feedback, coaching/mentoring, establishing goals, disciplinary actions, etc.) to improve any areas of substandard performance						0

Total Section 8 Performance Evaluation Review Score (25 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 9. BUDGET & FISCAL MANAGEMENT:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Prepares/Presents a balanced annual Town budget in a practical, intelligent, transparent (provides numerous opportunities for community input) and accessible format that ensures Town service levels as directed by the Town Commission						0
• Ensures the Town's budget reflects an appropriate level of department responsibility for financial planning and accountability						0
• Makes the best possible use of available funds, while remaining conscious of the need to operate the local government efficiently and effectively (i.e., judicious/economical utilization of funding to support needed manpower, material(s) and equipment, etc.)						0
• Appropriately monitors and manages fiscal activities of the Town throughout the budget year						0
• Provide staff procurement and budget training to ensure proper oversight of funding for capital projects/equipment, personnel operations						0

Total Section 9 Performance Evaluation Review Score(25 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 10. COMMUNITY & CUSTOMER SERVICE:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Ability to interact and communicate positively with the public and promote public input and transparency						0
• Demonstrates a clear understanding of customer needs (internal and external) and responds in a timely manner						0
• Handling of disputes and/or complaints involving citizens and/or stakeholders in an effective, equitable and timely manner						0
• Demonstrates sensitivity to the opinions and concerns of others in an outside of the Town organization						0
• Presenting Council policies and positions on issues to the citizens and/or stakeholders accurately, equitably and effectively						0
Total Section 10 Performance Evaluation Review Score (25 Available Points):						**0**

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 11.PLANNING & ECONOMIC DEVELOPMENT:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Planning and execution of the short and long-term goals and objectives of the Town Commission						0
• Organizes a process of planning in anticipation of future needs and issues						0
• Participates in the establishing reasonable goals and objectives of the Town and its departments						0
• Assists in coordinates/directs the implementation of Town projects to effectively achieve desired results						0
• Works along side staff, the Town Attorney and the Town Commission to develop effective working relationships with development professionals and property owners to ensure that new development within the Town provides the highest opportunity to improve the community's quality of life and financial security						0
• Promotes/Develops ideas to increase the visibility of the Town						0
Total Section 11 Performance Evaluation Review Score (30 Available Points):						**0**

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

SECTION 12. INTERGOVERNMENTAL:

	5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
• Effectively works/cooperates with other regional, state, federal governmental agencies at all levels in representing the Town of Lake Park						0
• Developing and administrating cooperative interlocal agreements and contracts when appropriate						0
• Staying abreast of issues, concerns and trends affecting the Town of Lake Park as well as other local municipalities						0
• Advise the Commission on relevant legislation and developments that may impact the quality of life within the Town of Lake Park						0
Total Section 12 Performance Evaluation Review Score (20 Available Points):						**0**

COMMENTS &/OR S.M.A.R.T. GOALS:

1.
2.
3.

Total Annual Performance Evaluation Review Score - All Sections: **0**

Total Available Points - All Sections **305**

Town Manager Signature _____ Date _____

Evaluator's (Mayor & Commission) Signature _____ Date _____