



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 20, 2024 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Mimi May

PLEDGE OF ALLEGIANCE: led by Mayor Betty Resch

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Healthier Lake Worth Beach Neighborhood Health Impact Work in Partnership with Code Compliance Division Presentation by Carmelle Marcelin-Chapman, Project Manager of Healthier Lake Worth Beach

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [July 29, 2024 - Budget Work Session #2](#)
- B. [August 5, 2024 - Budget Work Session #3](#)
- C. [August 6, 2024 - regular meeting](#)

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Proclamation declaring August 26, 2024, as Women's Equity Day](#)
- B. [Electric Utility Easement between Morguard Emerald Apartments, LLC and the City of Lake Worth Beach](#)

PUBLIC HEARINGS:

- A. [Ordinance 2024-08 – Second Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking](#)

UNFINISHED BUSINESS:

- A. Lease Agreement with Lutheran Services Florida, Inc.

NEW BUSINESS:

- A. [Interlocal Agreement with the Lake Worth Beach CRA for Financial Support of a Project to be Known as Madison Terrace Phase One](#)
- B. [General Contractors Agreements with Louminel General Contractor, LLC, Mya Construservice, LLC and Sustainable Design and Construction Services, Inc. for miscellaneous maintenance repairs](#)

C. [Ordinance No. 2024-12 - First Reading - amending the Oath of Candidate form](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

August 23 - pre-agenda workshop (9 am)

August 27 - utility meeting

September 3 - regular meeting

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #2
CITY HALL COMMISSION CHAMBER
MONDAY, JULY 29, 2024 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:42) Present were Mayor Betty Resch; Vice Mayor Sarah Malega and Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:58) led by Commissioner Reinaldo Diaz.

UPDATES / FUTURE ACTION / DIRECTION: (2:01)

A. Update on the City's FY 2025 Proposed Operating Budget and Capital Improvement Plan (2:07)

I. Budget Overview – Appropriation Summary (3:31)

II. Significant changes from Budget Work Session #1 (9:07)

III. Supplemental Schedule (11:45)

Action: Consensus to include the supplemental requests in the next budget book.

IV. Fee Schedule changes from FY 2024 to FY 2025 (1:16:32)

Action: Consensus to double the resident rate of \$950 for cemetery plots to \$1900 for non-residents.

The meeting recessed at 6:37 PM and reconvened at 6:52 PM.

V. Stantec Modeling & Questions for Stantec (2:10:15)

Action: Consensus to increase the stormwater fund 2.5% this year and 2.5% next year rather than 5% this year and 0% next year.

VI. Capital Improvement Plan (3:50:25)

Action: Consensus to move forward with fencing and a gate for Pinecrest Cemetery.

Action: Consensus to look at funding for the South Bryant Park Pavilion renovations and for Pinecrest Cemetery.

ADJOURNMENT: (4:56:21)

The meeting adjourned at 10:06 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 20, 2024

Item time stamps correspond to the recording of the meeting on YouTube.

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #3
CITY HALL COMMISSION CHAMBER
MONDAY, AUGUST 5, 2024 - 4:30 PM**

The meeting was called to order by Mayor Resch on the above date at 4:37 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:35) Present were Mayor Betty Resch; Vice Mayor Sarah Malega and Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:51) led by Vice Mayor Sarah Malega.

UPDATES / FUTURE ACTION / DIRECTION: (2:01)

A. Discussion continuation on the City's FY 2025 Capital Improvement Plan (1:10)

Action: Consensus to utilize general fund balance funds to finance the Lake Worth Playhouse Marquee for \$25,000. (10:35)

Action: Consensus to establish a Library Endowment and schedule a future discussion regarding the required funding. (17:38)

Action: Consensus on the funding of an additional customer service supervisor position. (21:27)

Action: Consensus to move forward with the destruction of the water tower at the north pump booster station utilizing the funding from the water utility operating budget or allowing the destruction from an authorized third-party. (34:33)

Action: Majority agreement to utilize the remaining restricted ARPA funds to fund the Dual Zone Monitoring Well, Monitoring Well 9 Replacement, and the improvements for Lift Stations 5, 6, 13, 15, 18, 19 & 25. (1:10:23)

ADJOURNMENT: (1:18:38)

The meeting adjourned at 5:56 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 20, 2024

Item time stamps correspond to the recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 6, 2024 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:33) Present were Mayor Betty Resch, Vice Mayor Malega and Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Elizabeth Lenihan and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:57) was led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (2:05) was led by Vice Mayor Sarah Malega.

ADDITIONS/DELETIONS/REORDERING: (2:27)

The Electric and Water Utility Updates, Presentations A and B, were deleted from the agenda.

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to move Commission Liaison Reports and Comments, City Manager Report, City Attorney Report and Public Participation of Non-Agenda to the end of the meeting.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioner May. NAYS: Commissioners McVoy and Diaz.

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to delete and table New Business K, Resolution declaring support for a permanent ceasefire in Gaza brought forward by Commissioner McVoy.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioner May. NAYS: Commissioners McVoy and Diaz.

Action: Motion made by Commissioner May and seconded by Vice Mayor Malega to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioner May. NAYS: Commissioners McVoy and Diaz.

PRESENTATIONS: (there is no public comment on Presentation items)

A. (deleted) Electric Utility Update by Ed Liberty, Director of Electric Utilities

B. (deleted) Water Utility Update by Vaughn Hayduk, Assistant Director of Water Utilities

(moved to end of agenda) **COMMISSION LIAISON REPORTS AND COMMENTS:**

(moved to end of agenda) **CITY MANAGER'S REPORT:**

(moved to end of agenda) **CITY ATTORNEY'S REPORT:**

(moved to end of agenda) **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

APPROVAL OF MINUTES: (5:01)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve the following minutes:

- A. June 25, 2024 - utility meeting
- B. July 12, 2024 - pre-agenda work session
- C. July 16, 2024 - regular meeting

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (5:08)

Action: Motion made by Commissioner May and seconded by Commissioner Diaz to approve the Consent Agenda.

- A. Standard Insurance Policies for FY 2024/25 Employee Health and Welfare Benefits
- B. Resolution No. 27-2024 – authorizing an amendment to the City of Lake Worth Beach (FPDP) 401(a) Plan concerning employee contributions
- C. Change Order #1 to Agreement with Close Construction Services, LLC for South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project
- D. Amended and Restated Transmission Operator Alliance Agreement
- E. Seeking approval for the preparation and submittal of an application for a grant under the Department of Transportation (DOT) / Federal Highway Administration (FHWA) Charging and Fueling Infrastructure Discretionary Grant Program
- F. Electric Utility Easement between The School District of Palm Beach County and the City of Lake Worth Beach
- G. Payroll Audit Report
- H. Annual Audit Plan
- I. Additional funds approval for agreement for Legal Services with Akerman, LLP for services regarding employee classification related to the City's Pension Ordinance

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

PUBLIC HEARINGS: (5:20)

- A. Ordinance No. 2024-09 – Second Reading - changing the residency requirement for the City Manager

City Attorney Lenihan read the ordinance by title only.

ORDINANCE NO. 2024-09 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING SECTION 2-3 OF CHAPTER 2 OF THE CODE OF ORDINANCES BY CHANGING THE RESIDENCY REQUIREMENT FOR CITY MANAGER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve Ordinance 2024-09, changing the residency requirement for the City Manager.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

UNFINISHED BUSINESS: (6:05)

A. Authorization to promptly sell 501 Lake Avenue to the Lake Worth Beach Community Redevelopment Agency prior to finalization of a Redevelopment Agreement (6:06)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve the authorization to promptly sell 501 Lake Avenue to the Lake Worth Beach Community Redevelopment Agency prior to finalization of a Redevelopment Agreement.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

B. Thirteenth Addendum to the Law Enforcement Service Agreement (LESA) (16:42)

Action: Motion made by Commissioner May and seconded by Vice Mayor Malega to approve the Thirteenth Addendum to the Law Enforcement Service Agreement (LESA).

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

C. Resolution No. 25-2024 – amending the City Commission Rules of Procedure (32:14)

City Attorney Lenihan did not read the resolution.

RESOLUTION NO. 25-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Diaz to receive and file the resolution. **Motion failed.**

Vote: Voice vote showed: AYES: Commissioners McVoy and Diaz. NAYS: Mayor Resch, Vice Mayor Malega and Commissioner May.

Action: Motion made by Commissioner May and seconded by Vice Mayor Malega to approve Resolution No. 25-2024, amending the City Commission Rules of Procedure.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

Action: Amended Motion made by Commissioner May and seconded by Vice Mayor Malega to approve Resolution No. 25-2024, amending the City Commission Rules of Procedure, with the changes previously agreed to and changing rule 6 #3 to move the line about presentations to another section and having the City Clerk read online comments for Public Hearings, Unfinished Business and New Business.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioner May. NAYS: Commissioners McVoy and Diaz.

Action: Motion made by Vice Mayor Malega to call the question. **Motion withdrawn and then reinstated.**

D. Discussion regarding Commission compensation (1:27:28)

Action: Consensus to bring an ordinance forward with a bi-annual 3% COLA for the commission beginning in FY 2028.

The meeting recessed at 7:48 PM and reconvened at 8:06 PM.

NEW BUSINESS: (2:04:16)

A. Resolution No. 28-2024 Fiscal Year 2024 – 2025 Community Development Block Grant Agreement for improvements to the Youth Empowerment Learning Center located at 1701 Wingfield Street (2:04:19)

City Attorney Lenihan did not read the resolution.

RESOLUTION NO. 28-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE CAPITAL IMPROVEMENTS AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$301,586 IN FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE YOUTH EMPOWERMENT LEARNING CENTER IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Resolution No. 28-2024, Fiscal Year 2024 – 2025 Community Development Block Grant Agreement for improvements to the Youth Empowerment Learning Center located at 1701 Wingfield Street.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

B. Ordinance No. 2024-08 – First Reading - amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking (2:08:10)

City Attorney Lenihan read the ordinance by title only.

ORDINANCE 2024-08 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-10 “OFF-STREET PARKING,” AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner May and seconded by Commissioner McVoy to approve Ordinance No. 2024-08 on first reading and set the second reading and public hearing for August 20, 2024.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

C. Agreement with Ferguson Enterprises, Inc. to provide Underground Utility Parts to Water Utility Department (2:20:14)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner McVoy to approve the Agreement with Ferguson Enterprises, Inc. to provide Underground Utility Parts to Water Utility Department.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

D. Resolution No. 29-2024 – 2020 -- Non-Ad Consolidated Utility Revenue Bond Reauthorization (2:22:01)

City Attorney Lenihan did not read the resolution.

RESOLUTION NO. 29-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 NON-AD VALOREM REVENUE BOND FUNDING AND CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

Action: Motion made by Commissioner Diaz and seconded by Commissioner McVoy to approve Resolution No. 29-2024 – 2020 -- Non-Ad Consolidated Utility Revenue Bond Reauthorization.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

E. Agreement for Call Center Support Services with Cerida Investment Corp. dba AnswerNet (2:23:56)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve the Agreement for Call Center Support Services with Cerida Investment Corp.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

F. Approval of Goods and Services Agreement with MVA Power, Inc. to purchase 500MCM insulated conductors for the Intracoastal Waterway Crossing project (2:37:57)

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor Malega to approve the Agreement with MVA Power, Inc. to purchase 500MCM insulated conductors for the Intracoastal Waterway Crossing project.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

G. Agreement with G & W Electric Company to purchase a 3-Phase Solid Dielectric Multiway Switch and Automatic Transfer Package for the Intracoastal Waterway Crossing project (2:38:31)

Action: Motion made by Commissioner Diaz and seconded by Commissioner May to approve the Agreement with G & W Electric Company to purchase a 3-Phase Solid Dielectric Multiway Switch and Automatic Transfer Package for the Intracoastal Waterway Crossing project.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

H. Work Order 2 with M & M Asphalt – dba All County Paving (2:38:47)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve the Work Order 2 with M & M Asphalt – dba All County Paving.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

I. Agreement with Marquez Landscape Inc. for Citywide Lawn & Landscape Maintenance Services (2:39:02)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Malega to approve the Agreement with Marquez Landscape Inc. for Citywide Lawn & Landscape Maintenance Services.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

J. Purchase Order with Global Rental for procurement of a bucket truck for the Public Works Facilities Division (2:40:35)

Action: Motion made by Commissioner May and seconded by Vice Mayor Malega to approve the Purchase Order with Global Rental for procurement of a bucket truck for the Public Works Facilities Division.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

K. (deleted from the agenda and tabled) Resolution declaring support for a permanent ceasefire in Gaza brought forward by Commissioner McVoy

COMMISSION LIAISON REPORTS AND COMMENTS: (2:42:37)

Action: Consensus to add a second pre-agenda workshop to be held on the 1st and 3rd Fridays of the month at 9:00 AM.

CITY MANAGER'S REPORT: (3:07:40)

Interim City Manager Brown provided the following report:

- A mobility workshop would be held on August 19; there would be one-on-one zoom meetings with WGI in preparation for the workshop
- The RFP was released for lobbyist services and would close on August 27; the commission would serve as the evaluation committee
- Workshops would be held on September 16 for an overview of Community Sustainability and on September 23 workshop for the housing study and short term rentals
- There would be an evaluation meeting to shortlist the respondents to the RFP for the beach property followed by a special meeting to evaluate them
- WMODA was meeting weekly with staff, moving forward with design work and would present their final version to the CRA in September

CITY ATTORNEY'S REPORT:

City Attorney Lenihan did not provide a report.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

(0:00:00)

Action: Motion made by Commissioner McVoy and seconded by Commissioner May to extend the meeting until 11:00 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

UPCOMING MEETINGS AND WORK SESSIONS:

August 9 @ 9 AM - pre-agenda work session

August 19 @ 6 PM - work session

August 20 @ 6 PM - regular meeting

ADJOURNMENT: (4:54:16)

Action: Motion made Vice Mayor Malega and seconded by Commissioner May to adjourn the meeting at 10:11 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and Diaz. NAYS: None.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, MMC, City Clerk

Minutes approved August 20, 2024

Item time stamps correspond to the recording on YouTube.

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, In 1848, five trailblazing women organized the Seneca Falls Convention and created the Declaration of Sentiments, a platform that called on women to fight for their Constitutionally guaranteed right to equality as U.S. citizens; and

WHEREAS, At the 1851 Women's Rights Convention, Sojourner Truth delivered one of the most famous women's rights speeches, "Ain't I a Woman?" calling for Black women to be included in women's suffrage; and in 1865, Truth worked at the Freedmen's Village in Arlington Heights; and

WHEREAS, In 1920, Gertrude Crocker, a noted suffragist and treasurer for the National Woman's Party and one of the 12 women who participated in the first ever picket protest outside the White House, moved to Arlington and became active in civic affairs; and

WHEREAS, The fight for women's suffrage lasted more than 72 years, with women from all walks of life demanding the right to voice their opinions at the polls; yet the ratification of the 19th Amendment in 1920 ensured that primarily white women could vote; it would be another 45 years before women of color had the legal protections to vote through the Voting Rights Act of 1965; and

WHEREAS, In 2020, the centennial of the ratification of the 19th amendment, women of all backgrounds were not only voting, but they were also running for and winning elected office in unprecedented numbers, including the highest office in the country.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

AUGUST 26, 2024

as

WOMEN'S EQUALITY DAY

in the City of Lake Worth Beach and encourage residents to follow in the footsteps of these great suffragists, female leaders, and civil rights leaders, and to continue to be sentinels for democracy and justice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 20th day of August, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 20, 2024

DEPARTMENT: Electric Utility

TITLE:

Electric Utility Easement between Morguard Emerald Apartments, LLC and the City of Lake Worth Beach

SUMMARY:

Morguard Emerald Apartments, LLC will dedicate an Electric Utility Easement to the City of Lake Worth Beach in accordance with the conditions of approval by Morguard Emerald Apartments, LLC.

BACKGROUND AND JUSTIFICATION:

Morguard Emerald Apartments, LLC has recently granted the City of Lake Worth Beach a signed Easement Agreement. This ten (10) foot wide easement is located south and contiguous to the Lake Worth Drainage District (LWDD) Right-of-Way from Davis Road at the west extent, and then east to Emerald Vista. The City of Lake Worth Utilities facilities are to be placed underground in the provided easement. The project consists of electric distribution primary conductors routed within underground conduits originating from the Canal substation to utility transmission poles.

Morguard Emerald Apartments, LLC was paid \$6,000.00 for legal fees their lender, CBRE, required. \$10.00 is for Other Good and Valuable Consideration in the Easement Agreement.

MOTION:

Move to approve/disapprove Electric Utility Easement Agreement between Morguard Emerald Apartments, LLC and the City of Lake Worth Beach at a cost not to exceed \$6,010.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Electric Utility Easement Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$6,010	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric
Division	Transmission & Distribution
GL Description	Improve Other Than Build / Infrastructure
GL Account Number	421-6034-531-63-15
Project Number	SH2122
Requested Funds	\$6,010.00
Remaining Balance	\$2,738.49
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Series 2020 Consolidated Utility Revenue Bond

Return to:

City of Lake Worth Beach
City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 33460

UTILITY EASEMENT

THIS UTILITY EASEMENT, executed this 13th day of June, 2024, by **Morguard Emerald Apartments LLC**, a Florida limited liability company, with a mailing address of 551 S. Pompano Pkwy., Pompano Beach, FL 33069 (“Grantor”), in favor of the **CITY OF LAKE WORTH BEACH**, a municipal corporation, having its place of business at 7 North Dixie Hwy., Lake Worth Beach, FL 34460 (“City”).

WHEREAS, Grantor is the fee simple owner of certain real property located at Emerald Lake Housing Tract 1, as recorded in Plat Book 94, Page 80, of the Public Records of Palm Beach County, Florida, general located at 4665 Emerald Vis (Parcel Control Number: 70-43-44-30-17-008-0010) (the “Property”); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes across and through the Grantor’s northern ten (10) foot buffer easement at Property as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to the City, its licensees, agents, successors and assigns, the following:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon, and across the Easement Area for the purposes of constructing, operating and maintaining public utilities and providing utility services to and from properties or lands which may include the Property, to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain, repair, rebuild, operate and control utility pipes, poles, wires, mains, transmission lines, appurtenances and devices; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the

commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

The Grantor, its successors and assigns, further agree not plant any vegetation (other than grass) or build any structure in the Easement Area unless approved in writing by the City which approval shall not be unreasonably withheld, conditioned or delayed. The Grantor, its successors, and assigns shall be responsible for maintaining the grass and all other permitted vegetation together with any approved structures at the Grantor's sole cost and expense.

Subject to covenants, restrictions, easements, and other matters of record, any matter that would be disclosed by an accurate and complete survey of the Easement Area, and taxes and assessments for 2024 and subsequent years; provided, however, this reference shall not operate to reimpose the same, Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described easement, and the Grantor shall obtain the joinder of any mortgagee to this easement. Where the context of this Easement allows or permits, the same shall include the successors or assigns of the parties.

This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees. This Easement shall continue unless or until the City terminates its rights herein provided by written notice to the Grantor, its successors or assigns.

[signatures on following pages]

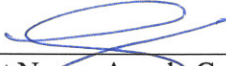
IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

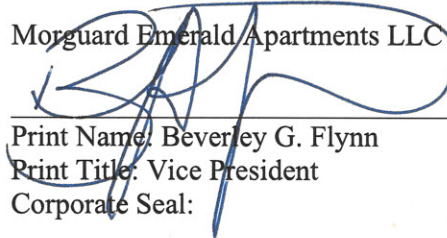


Print Name: Elizabeth Pegas-Ferreira
Address: 55 City Centre Drive, Suite 800
Mississauga, ON L5B 1M3



Print Name: Angela Craig
Address: 55 City Centre Drive, Suite 800
Mississauga, ON L5B 1M3

Morguard Emerald Apartments LLC



Print Name: Beverley G. Flynn
Print Title: Vice President
Corporate Seal:

COUNTRY OF CANADA
PROVINCE OF ONTARIO
CITY OF TORONTO

I HEREBY CERTIFY that on this day, before me, by means of physical presence or online notarization, the foregoing Utility Easement was acknowledged before me by Beverley G. Flynn as the Vice President of Morguard Emerald Apartments LLC, a Florida limited liability company, who is authorized to sign this document and who is personally known to me or who have produced a _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 13th day of June 2024.



Notary Public
My Commission Expires: n/a

The City Commission of the City of Lake Worth Beach hereby accepts this grant of easement from Morguard Emerald Apartments LLC on this ____ day of _____, 2024.

CITY ACCEPTANCE:

ATTESTS:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

CONSENT AND JOINDER

The undersigned, CBRE MULTIFAMILY CAPITAL, INC., a Delaware corporation (“Mortgagee”), is the owner and holder the following documents (collectively, the “Mortgage Documents”), executed by Morguard Emerald Apartments LLC, a Florida limited liability company (“Mortgagor”):

Multifamily Mortgage, Assignment of Rents and Security Agreement, made by Mortgagor in favor of Prudential Multifamily Mortgage, Inc., recorded December 23, 2008 in Book 23007, Page 515, in the Official Records of Palm Beach County, Florida (“Official Records”);

as modified by Modification of Multifamily Mortgage, Assignment of Rents and Security Agreement executed by Mortgagor in favor of Prudential Multifamily Mortgage, Inc., recorded January 7, 2009 in Book 23024, Page 938, in the Official Records;

as assigned by Assignment of Multifamily Mortgage, Assignment of Rents and Security Agreement from Prudential Multifamily Mortgage, Inc., to Fannie Mae Recorded on December 23, 2008 in Book 23007, Page 570, in the Official Records;

as further assigned by an Assignment of Mortgage made by Fannie Mae to CBRE Multifamily Capital, Inc., recorded January 6, 2014 in Official Records Book 26543, Page 591, in the Official Records;

as amended by that certain Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents Security Agreement and Fixture Filing made by Mortgagor to CBRE Multifamily Capital, Inc., recorded January 6, 2014 in Book 26543, Page 593, and re-recorded in Official Records Book 26593, Page 1452, in the Official Records;

as assigned by an Assignment of Consolidated Security Instrument from CBRE Multifamily Capital, Inc., to Fannie Mae, recorded January 6, 2014 in Book 26543, Page 621, in the Official Records;

as further amended by that certain Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Mortgagor to CBRE Multifamily Capital, Inc., dated October 1, 2020, recorded October 7, 2020, in Book 31804, Page 319, in the Official Records;

as assigned by an Assignment of Consolidated Security Instrument from CBRE Multifamily Capital, Inc, to Fannie Mae, dated October 1, 2020, recorded October 7, 2020, in Book 31804, Page 310, in the Official Records.

Mortgagee hereby consents to and joins in the foregoing Utility Easement between and Mortgagor and City of Lake Worth Beach (the “Easement”) and subordinates the Mortgage Documents encumbering the Property to the Easement.

[signature on following page]

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 2024.

Signed, sealed, and delivered
in the presence of:

CBRE MULTIFAMILY CAPITAL, INC., a
Delaware corporation

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of CBRE MULTIFAMILY CAPITAL, INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

Legal Description of Easement Area with Sketch

Alex Landry P:\9200\9233.06 L-13 Canal Util Esmt Sketch and Legal\SURVEY\Drawings\SURVEY\923306-SV-S&D.dwg ----- Plotted: 4/8/2024 2:56:28 PM Saved: 4/8/2024 2:55:17 PM

LEGAL DESCRIPTION:

A 10 FEET WIDE STRIP OF LAND LYING WITHIN A PORTION OF HOUSING TRACT I, PLAT OF EMERALD LAKE, AS RECORDED IN PLAT BOOK 94, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID HOUSING TRACT I, ALSO BEING THE NORTHWEST CORNER OF SAID PLAT OF EMERALD LAKE; THENCE SOUTH 87°50'48" EAST, ALONG THE NORTH LINE OF HOUSING TRACT I, A DISTANCE OF 982.92 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EMERALD VISTA ROAD, A 50 FOOT WIDE RIGHT-OF-WAY ACCORDING TO SAID PLAT OF EMERALD LAKE; THENCE SOUTH 01°49'31" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 87°50'48" WEST, ALONG A LINE 10 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF HOUSING TRACT I, A DISTANCE OF 982.85 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DAVIS ROAD, A 30 FOOT WIDE RIGHT-OF-WAY, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 7, AS RECORDED IN PLAT BOOK 5, PAGE 72, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°27'02" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

SAID STRIP OF LAND CONTAINS 9,828.84 SQUARE FEET, MORE OR LESS.

LEGEND:

- ☒ = CENTERLINE
- ORB = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG. = PAGE

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE NORTH LINE OF HOUSING TRACT I, PLAT OF EMERALD LAKES, AS RECORDED IN PLAT BOOK 94, AT PAGE 80, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF S87°50'48"E.
3. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES IN U.S. SURVEY FEET.

Eric Matthews

Digitally signed by Eric Matthews

Date: 2024.04.08 15:11:51 -04'00'

BY: _____ DATE: _____

ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
L-13 CANAL & DAVIS RD

TASK:
10' UTILITY EASEMENT

PREPARED BY:

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

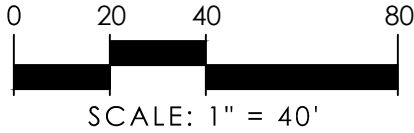


2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD 923306-SV-S&D.DWG

DRAWN/DESIGNED	ALEX L.
CHECKED/QC	ERIC M.
JOB NO.	9233.06
DATE	APRIL 8, 2024

SHEET:
1 of 2



EMERALD VISTA
RIGHT-OF-WAY VARIES
(PB 94, PG. 80)

NO ADDRESS
PCN 00-43-44-30-01-057-0052
(ORB 22788, PG. 1998)

POINT OF BEGINNING
NORTHWEST CORNER OF
HOUSING TRACT I AND
PLAT OF EMERALD LAKES
(PB 94, PG. 80)

LAKE WORTH DRAINAGE DISTRICT L-13 CANAL
75' RIGHT-OF-WAY
(ORB 2340, PG. 624)

DAVIS ROAD
PUBLIC RIGHT-OF-WAY
(PB 5, PG. 72)

N01°27'02"E
10.00' (BASIS OF BEARING)
S87°50'48"E

NORTH LINE OF
HOUSING TRACT I
(PB 94, PG. 80)

S01°49'31"W
10.00'

982.92'

N87°50'48"W

982.85'

SOUTH LINE OF 10'
BUFFER EASEMENT
(PB 94, PG. 80)

WEST RIGHT-OF-WAY
LINE OF EMERALD VISTA
(PB 94, PG. 80)

EAST RIGHT-OF-WAY LINE
OF DAVIS ROAD
(PB 5, PG. 72)

PLAT OF EMERALD LAKE
HOUSING TRACT I
(PB 94, PG. 80)

EMERALD VISTA
50' PRIVATE RIGHT-OF-WAY
(PB 94, PG. 80)

4532 DAVIS ROAD
PCN 00-43-44-30-01-072-0022
(ORB 32985, PG. 1956)

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
L-13 CANAL & DAVIS RD

TASK:
10' UTILITY EASEMENT

PREPARED BY:

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055



2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD 923306-SV-S&D.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9233.06

DATE APRIL 8, 2024

SHEET:

2 of 2

Alex Landry P:\9200\9233.06 L-13 Canal Util Esmt Sketch and Legal\SURVEY\Drawings\SURVEY\923306-SV-S&D.dwg ----- Plotted: 4/8/2024 2:56:28 PM Saved: 4/8/2024 2:55:17 PM

ACKNOWLEDGEMENT AND CONDITIONAL APPROVAL

July 30, 2024

Morguard Emerald Apartments LLC
Attn: Gary Stern
6305 Airline Drive
Metairie, Louisiana 70003

RE: **Servicer Loan Number:** 01-0429161
 Fannie Mae Loan No.: 17170000794
 Borrower Name: Morguard Emerald Apartments LLC, a Florida limited liability company
 Property Name: Emerald Lake Apartments
 Subject: Routine Utility Easement

Dear Borrower:

CBRE Multifamily Capital, Inc. (“Servicer”) is pleased to provide this letter on behalf of Fannie Mae (“Lender”) to evidence the acknowledgment and conditional approval of the Utility Easement (the “Easement”) between Morguard Emerald Apartments LLC (“Grantor”) and City of Lakeworth Beach (“Grantee”). The Easement is permitted subject to the satisfaction set forth in this Acknowledgment and Conditional Approval Letter (“Acknowledgment”) and the Multifamily Loan and Security Agreement dated as of October 1, 2020 (“Loan Agreement”), executed by Borrower in connection with the Loan described above. Capitalized terms used in this letter will have the meanings given to them in the Loan Agreement.

- A. Expiration of Approval. **This approval will expire at 5:00 p.m. Central Standard Time on August 14, 2024** (“Expiration Date”), at which time, unless Borrower has accepted this Approval in the manner set forth in this letter, this Approval will become null and void. Upon acceptance, Borrower will have 120 days to provide the required documents as outlined in ‘Section B’ below.

- B. Terms and Conditions. The Easement must be completed in accordance with the requirements set forth by the Lender below:
 - a. Since a date-down endorsement is not available in the Property jurisdiction of Florida. Borrower is require to deliver a current title search confirming the continued priority of Lender’s Lien other than the subordination of the Security Instrument to the Easement.

 - b. Borrower to send Lender a fully executed copy of the Utility Easement as shown in Exhibit A.

- C. Fees. In connection with the Easement, the Borrower must remit to Servicer the following fees:

Review Fee and Legal Fees: The Borrower must remit Lender’s counsel legal fees (together, “Counsel Fees”) to Lender for the fees, costs and expenses of Lender counsel. Borrower acknowledges and agrees that Counsel Fees are earned as of the date that services are provided. Any additional

Counsel Fees accrued following the issuance of this Acknowledgment related to this transaction, if any, will be payable by Borrower, based upon Servicer and Lender counsel's hourly billing rate

\$3,000 CBRE Review Fee
\$3,000 CMC Legal Review Fee

Total Fees: \$6,000 (satisfied)

- D. Material Differences. Servicer will not be obligated to allow the Easement if any feature of the transaction differs materially from that which was disclosed to Servicer.
- E. Modifications. The provisions of this Acknowledgement may not be waived or modified or in any way changed by implication or subsequent conduct, correspondence or otherwise, unless such waiver, modification or change is expressly stated as such and is specifically agreed to in writing by Lender and Servicer.
- F. Merger. No statements, agreements or representations, oral or written, which may have been made to Borrower or to any employee or agent of Borrower, by any employee, representative or agent acting on Servicer's behalf, with respect to the Easement will be of any force or effect except to the extent stated in this Acknowledgement, and all prior agreements and representations made with respect to the Easement are merged in this Acknowledgement.
- G. Survival. The provisions and conditions of this Acknowledgement will survive delivery of the Easement.
- H. Mortgage. All other terms of the Mortgage shall remain in full force and effect.

If you should have any questions about this Acknowledgment, please contact samuel.gaas@cbre.com.

Sincerely,




Nikki Broussard
Associate Vice President

To evidence its acceptance of the terms of this Acknowledgement, the Borrower must execute this Acknowledgement as set forth below and cause such executed copy of this Acknowledgement to be received by Servicer.

Agreed and Accepted this 6th day of August, 2024.

BORROWER:

MORGUARD EMERALD APARTMENTS LLC, a
Florida limited liability company

By:  _____
Name: Beverley G. Flynn
Title: Vice President

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 20, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2024-08 – Second Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking.

BACKGROUND AND JUSTIFICATION:

The proposed change would remove the specific fee-in-lieu reference in the LDRs and defer to the City’s formal annual Schedule of Fees and Charges. This would allow staff to adjust the in-lieu fee to reflect current development values without requiring amendments to the LDRs.

Staff will be proposing the fee-in-lieu as part of the Fiscal Year 2025 fee schedule to be \$25,000. The change would be commensurate with the current base estimated cost of creating a garage parking space. Staff recommends that the City Commission authorizes implementation of the \$25,000 fee in the interim period between the adoption of this ordinance and the adoption of the Fiscal Year 2025 fee schedule

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendment at their June 5, 2024 meeting.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendment at their June 12, 2024 meeting.

The **City Commission** unanimously approved the ordinance on first reading as recommended by the Planning & Zoning Board/ Historic Resources Preservation Board at the August 6, 2024 meeting.

MOTION:

Move to approve/disapprove Ordinance 2024-08 amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking and the implementation of \$25,000 fee-in-lieu in the interim period between the adoption of Ordinance 2024-08 and the adoption of the Fiscal Year 2025 fee schedule.

ATTACHMENT(S):

Ordinance 2024-08
PZB/HRPB Staff Report

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ORDINANCE 2024-08 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-10 “OFF-STREET PARKING,” AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in Section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City wishes to amend Chapter 23, Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking; and

WHEREAS, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Planning and Zoning Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the Historic Resources Preservation Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1: The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance as if set forth herein.

Section 2: Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking is hereby amended as follows:

Sec. 23.4-10. Off-street parking.

- a) *General provisions.* The following standards shall apply to all parking spaces required for new buildings, new uses, additions, enlargements, or changes:
 - 1. Except as otherwise provided in this section, no building shall be erected or moved into a district nor shall any building be enlarged by more than twenty-five (25) percent or increased in capacity by adding dwelling units, guest rooms, floor area or seats, unless

54 there be provided on the building site, off-street parking facilities for the entire building
55 as set forth in this section. A certificate of occupancy for the given structure or premises
56 shall be prohibited until the required parking area has been improved, inspected and
57 approved.

- 58 2. *Fractional measurements.* When units or measurements determining the number of
59 required off-street parking spaces result in the requirement of a fractional space, any
60 such fraction of one-fourth (¼) or greater shall require a full space.
- 61 3. *Parking prohibited.* Parking is prohibited on lawns or landscaping areas in all zoning
62 districts. Parking shall be confined to designated marked parking spaces in all districts
63 except SF-R and SF TF-14 districts. In SF-R and SF TF-14 districts, parking is limited
64 to driveways, carports, garages or marked parking spaces.
- 65 4. *Parking for the disabled.* Required parking shall include parking spaces for disabled
66 persons in accordance with the requirements of F.S. § 553.501 et seq., the "Florida
67 Americans With Disabilities Accessibility Implementation Act" ("Florida ADAIA") and the
68 Americans with Disabilities Act Accessibility Guidelines, as adopted by reference in 28
69 C.F.R., Part 36, Subparts A and D, and Title II of Pub. L. No. 101-336, which are also
70 incorporated by reference into the Florida ADAIA.
- 71 5. *Uses not specifically mentioned.* For any use not specifically mentioned in this section,
72 the development review official shall identify a similar use that is specifically listed and
73 apply the required parking standards accordingly.
- 74 6. *Joint use of off-street parking facilities.* Nothing in this section shall be construed to
75 prevent collective provision for, or joint use of, off-street parking facilities for two (2) or
76 more buildings or uses by two (2) or more owners or operators, provided that the total
77 of such spaces, when combined or used together, shall not be less than the sum of the
78 requirements of the several individual uses computed separately in accordance with
79 this section. Such facilities shall be permanently maintained for such joint use, and shall
80 not be discounted in whole or in part unless other suitable facilities conforming with this
81 section are provided.

82 b) *Location.*

- 83 1. Unless otherwise specified herein, parking spaces for all residential uses shall be
84 located on the same lot with the main building to be served. Such parking space may
85 consist of a carport, garage or parking area as defined in this section. Parking beneath
86 a building is expressly allowed and such space shall not be included as a "story" of the
87 building.
 - 88 A. *Parking off of an alley.*
 - 89 1) Parking provided off of an alley shall maintain a twenty-foot back-out, which
90 includes the width of the alley.
 - 91 2) If a building is located between a ROW and a vehicular area, foundation
92 plantings shall be provided.
 - 93 2. Parking spaces for all other single uses, in all districts except the Industrial Park of
94 Commerce - I-POC, shall be provided on the same lot or in conformance with the
95 requirements for transitional parking lots (section 23.4-13).
 - 96 3. Parking spaces for those properties in mixed use districts with a mix of uses are allowed
97 to provide required parking at an off-site location anywhere within four hundred (400)
98 feet of the proposed use. Parking spaces for those properties in industrial use districts
99 are allowed to provide required parking at an off-site location anywhere within five
100 hundred (500) feet of the proposed use. In each case, such parking lots shall be tied to
101 the mixed use or industrial site by unity of title. Properties with the single use of
102 residential must provide on-site parking.

103 c) *Access.*

- 104 1. All parking spaces shall have unobstructed on-site access to a paved public right-of-
105 way.

- 106 2. All properties using State Roads 802, 805 and 5; and 6th Avenue South, 10th Avenue
 107 North, Worthmore Drive and Lake Osborne Drive as access to their on-site parking shall
 108 provide maneuvering space to permit vehicles to enter and leave the parking area in a
 109 forward motion.
- 110 3. No building permit shall be issued by the city for any on-site improvements where the
 111 building plans submitted show that the access to any on-site parking space requires the
 112 use of unimproved public right-of-way, unless and until:
- 113 A. The owner enters into an agreement with the city agreeing to the paving, at said
 114 owner's expense, of the unimproved right-of-way from paved street to street, and
 115 such owner posts a cash bond with the city in an amount determined by the city
 116 engineer to be sufficient to cover the actual costs of improvements, including
 117 engineering fees, with said engineering fees refundable upon the city's acceptance
 118 of the improvements; or
- 119 B. A petition, signed by a majority of the property owners abutting the unimproved
 120 public right-of-way and requesting the paving of the unimproved public right-of-way
 121 with the costs thereof to be assessed against the benefited properties, is presented
 122 to the city commission; a public hearing is held therefore; and, a contract is let for
 123 said project.
- 124 C. No certificate of occupancy shall be issued in either case until said improvements
 125 are completed and accepted for perpetual maintenance by the City of Lake Worth.
- 126 4. Single-family buildings, duplexes, multiple-family buildings of four (4) units or fewer and
 127 commercial businesses not exceeding one thousand (1,000) feet of gross floor area
 128 shall be exempt from the provisions of this section.
- 129 d) *Material.* Each parking space shall be surfaced with a hard impermeable dustless material,
 130 either solid in area or in individual concrete strips or other approved materials, including but
 131 not limited to impervious materials and permeable paving materials in accordance with City
 132 of Lake Worth Beach standards. Required off-street parking for single-family and two-family
 133 dwelling units may also utilize semi-pervious surface materials including gravel and other
 134 small stone material in lieu of impermeable or permeable paving material as long as it meets
 135 the following criteria:
- 136 1. Appropriate stabilization shall be established to keep small stone like materials out of
 137 the ROW, alley, and storm water systems;
- 138 2. All semi-permeable driveway and parking surfaces shall be maintained to ensure
 139 permeable qualities and to prevent ponding of water.
- 140 e) *Drainage.* Drainage systems for off-street parking facilities shall be designed and installed in
 141 a manner acceptable to the city engineer. When necessary, walls, swales, planting areas, or
 142 other mitigation measures as determined by the city engineer shall be installed to protect
 143 adjoining properties and their occupants from any nuisance. Paved parking surfaces,
 144 including but not limited to driveways and parking lots, shall have a one (1) foot setback from
 145 the side property line and rear property if not alley accessed.
- 146 f) *Minimum parking space requirements by use category.*
- 147 1. Minimum off-street parking space requirements are as follows:
- 148 A. Residential uses:
- 149 Single-family detached on lot less than fifty (50) feet wide - One (1) space per unit.
 150 Single-family detached on lot greater than fifty (50) feet wide - Two (2) spaces per
 151 unit.
 152 Accessory dwelling unit - One (1) space in addition to that required for the primary
 153 dwelling.
 154 Single-family attached less than three (3) units - One and one-half (1.5) spaces
 155 per unit.
 156 Single-family attached three (3) or more units - One and twenty-five hundredths
 157 (1.25) spaces per unit.
 158 Multi-family (efficiency) one and twenty-five hundredths (1.25) spaces per unit.

159 Multi-family (one-bedroom) - One and one-half (1.5) spaces per unit.
160 Multi-family (two-bedroom) - One and seventy-five hundredths (1.75) spaces per
161 unit.
162 Multi-family (> 2 bedroom) - Two (2) parking spaces.

163 B. Nonresidential uses:

164 Office—One (1) space per four hundred (400) gross square feet of space.
165 Retail—One (1) space per five hundred (500) gross square feet of space.
166 Restaurant—One (1) space per one hundred fifty (150) gross square feet of dining
167 space (including kitchen and seating areas).
168 Lodging—Seventy-five hundredths (0.75) spaces per unit.
169 Commercial/Single Destination Retail/Stand Alone Retail—One (1) space per two
170 hundred fifty (250) gross square feet of space.
171 Personal Services/Medical Related Office—One (1) space per two hundred fifty
172 (250) gross square feet of space.
173 Vehicular—One (1) space per one hundred fifty (150) gross square feet of space.
174 Industrial—One (1) space per one thousand (1,000) gross square feet of space.
175 Institutional—One (1) space per two hundred (200) gross square feet of space.
176 Assembly—One (1) space per seventy-five (75) gross square feet of space.

177 Properties with multiple uses shall calculate the aggregate total of parking required
178 for each use category prior to taking a twenty-five (25) percent deduction. Uses
179 that generate a high parking demand of greater than six (6) spaces per one
180 thousand (1,000) square feet*, but do not exceed the fifty (50) person threshold to
181 qualify as assembly per the latest version of the Florida Building Code shall be
182 required to provide fifty (50) percent more parking than other uses in the same use
183 category.

184 (*Institute of Transportation Engineers (ITE) Peak Parking Generation Rate, 3rd
185 Edition or later)

186 2. *Exceptions.* Parking is not required for:

- 187 A. Changes in use or occupancy or remodeling of existing buildings which do not
188 increase floor area or number of overall existing dwelling units, located outside of
189 the single-family residential SF-R zoning district.
190 B. Changes in use, remodeling, of existing buildings as designated as a contributing
191 structure in one (1) of the city's historic districts (as determined by section 23.5-4).
192 C. A bed and breakfast use proposed in a building designated as a contributing
193 structure in a city historic district (as determined by section 23.5-4) is excluded
194 from these off-street parking exceptions unless the bed and breakfast is to be
195 established in a single-family residence whereby parking shall be provided in
196 accordance with these LDRs.

197 3. *Fee-in-lieu of parking.* All uses on properties in the core area which do not provide the
198 required number of off-street parking spaces shall pay a fee-in-lieu of parking to the city.
199 The fee shall be held in the community benefits fund to be allocated toward projects
200 identified and approved by the commission as part of the community benefits program.

201 A. *Location.* Only properties located in the core area are eligible to utilize the fee-in-
202 lieu of parking option. The core area is more particularly described as: Those
203 properties which are bounded on the west by "A" Street and on the east by
204 Golfview Road, and on the north by 2nd Avenue North, and on the south by 1st
205 Avenue South.

206 B. *Payments-in lieu.* For any uses that elect to not provide any or all of the required
207 number of off-street parking spaces described in this section, the owner or
208 developer must make a payment to the city in the amount of ~~fifteen thousand~~
209 ~~dollars (\$15,000) per space not provided.~~ as specified in the City's annual Schedule
210 of Fees and Charges for Services.

- 211 C. Any changes in use, remodeling, building expansion or new construction that have
212 the net effect of increasing parking demand by more than twenty-five (25) percent
213 as calculated by the required parking in this section, must provide parking as
214 required by this section unless a payment-in-lieu of parking is made to the city in
215 the amount of ~~fifteen thousand dollars (\$15,000.00) per space not provided as~~
216 specified in the City's annual Schedule of Fees and Charges for Services.
- 217 g) *Electric Vehicle Charging Infrastructure.* It is the purpose of the electric vehicle charging
218 infrastructure to provide the availability of electric vehicle charging stations to residents and
219 visitors of the city.
- 220 1. All new commercial or mixed-use developments with at least twenty-five (25) parking
221 spaces, or existing commercial or mixed-use developments with at least twenty-five (25)
222 parking spaces that enter into either the site plan or site plan amendment process are
223 subject to the following:
- 224 A. Four (4) percent of the total minimum required off-street parking spaces shall be
225 designated and outfitted as electric vehicle charging spaces. Each required space
226 at a minimum shall include the following:
- 227 1) A maintained and operational 240-volt "Level 2" charging station, with a cable
228 retraction device and/or place to hang permanent cords and connectors
229 sufficiently above the ground, and mounted at a height which places the
230 connector a minimum of thirty-six (36) inches and a maximum of forty-eight
231 (48) inches above the ground,
- 232 2) Wheel stops or concrete filled steel bollards to protect the aforementioned
233 charging station,
- 234 3) Signage allowing only electric vehicles to park in such space and indicating
235 that it is only for electric vehicle charging purposes,
- 236 4) The ability for all visitors to the site to access and use such space.
- 237 B. All spaces with electric vehicle charging infrastructure shall be located in close
238 proximity to the building or facility entrance.
- 239 2. Any development that proposes more than twenty (20) percent of its required off-street
240 parking to be outfitted as electric vehicle charging spaces, or operates any amount of
241 charging stations as a primary use as determined by the development review official,
242 shall be classified as containing an "Vehicle Fueling/Charging Service Station" use as
243 defined in section 23.1-12 and is subject to the appropriate use approval process prior
244 to the operation of such charging stations per section 23.3-6.
- 245 3. Charging stations in SFR, SF/TF-14, MH-7, MF-20, MF-30, or MF-40 zoning districts
246 shall be for the exclusive use of the development's residents and guests that are visiting
247 the development's residents, and shall not be made available to the general public.
- 248 h) *Shared parking for mixed-use zoning.* It is the purpose of the shared parking subsection to
249 provide flexible parking provisions for the city in the appropriate mixed-use zoning districts
250 where mixed-use developments occur. Mixed-use developments typically do not experience
251 peak parking demands at the same time so reduced parking may be provided in these
252 instances.
- 253 1. *Shared parking levels for mixed-use development.* When any land or building is used
254 for two (2) or more uses, the total requirement for off-street parking shall be the sum of
255 the requirements of the various uses computed separately, minus twenty-five (25)
256 percent of the total required. However, in no case, shall less than eight-tenths (0.8) of
257 a space be provided for each employee and one (1.0) space be provided for each
258 dwelling unit.
- 259 2. *Credit for onsite transit facilities in TOD districts.* In the event onsite transit facilities are
260 provided within two thousand (2,000) feet of a building, the parking required for that
261 building shall be reduced by twenty-five (25) percent.

- 262 i) *Change of use or occupancy.* Where the use of a given structure is changed, off-street
 263 parking facilities must be provided for the new use according to the requirements set forth in
 264 this section.
 265 1. If a portion or all of a structure or property is changed in use which requires a greater
 266 number of off-street parking spaces, then additional parking shall be documented for
 267 the new use in accordance with section 23.4-10 and any parking non-conformity
 268 recorded.
 269 2. Any expansion, alteration, or improvement which increases the gross square footage or
 270 area of an existing structure by more than twenty-five (25) percent shall be
 271 accompanied by any corresponding increase in the number of parking or loading spaces
 272 necessary for the expansion to conform to the requirements of section 23.4-10.
 273 j) *Minimum parking dimensions.*
 274 1. The standard parking space is nine (9) feet in width and eighteen (18) feet in length in
 275 a perpendicular and/or angled configuration. Parallel parking spaces shall be nine (9)
 276 feet in width and twenty-two (22) feet in length.
 277 2. Parking lot designs:
 278 a. Parking space dimensions for other types of spaces are:
 279 i. Compact Car Spaces at eight (8) feet x sixteen (16) feet.
 280 ii. Handicapped Spaces at twelve (12) feet x eighteen (18) feet.
 281 b. Drive aisle widths shall be a minimum of twelve (12) feet for any one-way isle and
 282 twenty (20) feet for all other isles.
 283 c. For landscaping requirements in regard to parking and other vehicular use areas,
 284 see section 23.6-1(f)(3).
 285 d. For lighting requirements, see section 23.4-3.
 286 e. Up to a maximum of twenty-five (25) percent of total required spaces may be
 287 compact cars. All compact spaces must be clearly identified.
 288 f. Alternative parking lot designs which incorporate one-way aisles, two-way aisles,
 289 and diagonal parking may be used in lieu of the standard (perpendicular, two-way
 290 aisle) parking lot design.

Angle of Parking	Stall Width	Stall Depth	Aisle Width
0 degrees-parallel	9'	22'	10' one-way 20' two-way
±45 degrees	9'	18'	10' one-way 20' two-way
90 degrees	9'	18'	10' one-way 20' two-way

- 291
 292 k) *On-street parking.*
 293 1. *Applicability.* The minimum number of required off-street parking spaces for a use or
 294 project may be satisfied, in part, by the use of on-street parking spaces located within
 295 the public right-of-way abutting that same lot or parcel.
 296 2. *Conditions.* The provision for on-street parking spaces to be used to meet the minimum
 297 number of required off-street parking spaces shall be subject to the following conditions:
 298 a. The on-street parking provision is applicable to all existing or proposed
 299 development located within all mixed use and multi-family zoning districts
 300 b. Only the on-street parking spaces located within the public right-of-way that abut
 301 the frontage of a use or project may be used to count toward meeting the minimum
 302 number of required off-street parking spaces. The on-street parking spaces must
 303 be located on the same side of the street as the subject use or project;
 304 c. The design of the on-street parking spaces must be approved by the city public
 305 services department in order to satisfy parking demand according to subsection
 306 B.1. herein; and

- 307 d. On-street parking spaces utilized under this provision shall not be reserved,
- 308 temporarily or permanently, for any given use.
- 309 e. No more than fifty (50) percent of the required off-street parking requirement may
- 310 be met with on-street parking.

311 l) *Parking alternates.*

- 312 1. For the purposes of these land development regulations the following may be
- 313 substituted for on site parking spaces.
- 314 a. The provision of four (4) bicycle rack spaces shall count as one (1) parking space;
- 315 b. The provision of two (2) motorcycle or scooter spaces shall count as one (1)
- 316 parking space;
- 317 c. The provision of one (1) transit vehicle or bus space shall count as four (4) parking
- 318 spaces.
- 319 2. Alternate parking spaces including compact spaces shall count toward no more than
- 320 twenty-five (25) percent of the overall on site parking requirement.
- 321

322 **Section 3:** Severability. If any section, subsection, sentence, clause, phrase or portion
323 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
324 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
325 such holding shall not affect the validity of the remaining portions thereof.

326
327 **Section 4:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
328 herewith are hereby repealed to the extent of such conflict.

329
330 **Section 5:** Codification. The sections of the ordinance may be made a part of the City
331 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
332 the word "ordinance" may be changed to "section", "division", or any other appropriate word.

333
334 **Section 6:** Effective Date. This ordinance shall become effective 10 days after
335 passage.

336
337 The passage of this ordinance on first reading was moved by Commission May, seconded
338 by Commissioner McVoy, and upon being put to a vote, the vote was as follows:

339		
340	Mayor Betty Resch	AYE
341	Vice Mayor Sarah Malega	AYE
342	Commissioner Christopher McVoy	AYE
343	Commissioner Mimi May	AYE
344	Commissioner Reinaldo Diaz	AYE
345		

346 The Mayor thereupon declared this ordinance duly passed on first reading on the 6th day
347 of August, 2024.

348
349
350 The passage of this ordinance on second reading was moved by _____,
351 seconded by _____, and upon being put to a vote, the vote was as follows:

352		
353	Mayor Betty Resch	
354	Vice Mayor Sarah Malega	
355	Commissioner Christopher McVoy	
356	Commissioner Mimi May	
357	Commissioner Reinaldo Diaz	
358		

359 The Mayor thereupon declared this ordinance duly passed on the _____ day of
360 _____, 2024.

361

362

LAKE WORTH BEACH CITY COMMISSION

363

364

365

By: _____

366

Betty Resch, Mayor

367

368 ATTEST:

369

370

371

372 _____
Melissa Ann Coyne, MMC, City Clerk

373



City Of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North · Lake Worth · Florida 33461 · Phone: 561-586-1687

DATE: May 29, 2024

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director of Community Sustainability

MEETING: June 5 & June 12, 2024

SUBJECT: **Ordinance 2024-08**: Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-10 – Off-Street Parking.

PROPOSAL / BACKGROUND/ ANALYSIS:

The proposed change would remove the specific fee-in-lieu reference in the LDRs and defer to the city’s fee schedule. This would allow staff to adjust the in-lieu fee to reflect current development values without requiring amendments to the LDRs.

The proposed ordinance would amend Chapter 23 of the City’s Code of Ordinances:

- Article 4, Section 23.4-10 – Off-Street Parking

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2024-08.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2024-08.

Attachments

- A. Draft Ordinance 2024-08

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 20, 2024

DEPARTMENT: Community Sustainability

TITLE:

Interlocal Agreement with the Lake Worth Beach CRA for Financial Support of a Project to be Known as Madison Terrace Phase One

SUMMARY:

The Lake Worth Beach CRA is requesting support from the City for a low income housing tax credit application by New South Residential to develop a residential housing project to be known as Madison Terrace Phase One.

BACKGROUND AND JUSTIFICATION:

The Lake Worth Beach CRA has been requested to financially support a proposed residential housing project by New South Residential to be known as Madison Terrace Phase One. Support for and an Interlocal Agreement between the City and the CRA for Phase Two of this project were approved by the City Commission on July 16, 2024. The project will be developed on South Dixie Highway just south of 8th Avenue South. The CRA has agreed to commit \$640,000 toward the project's application for Low Income Housing Tax Credits (LIHTC). In order for the funding to meet Federal application requirements, the CRA funding would need to pass through the City and then to the Developer.

The request here is to support the CRA's commitment of \$640,000 for the LIHTC application and authorization for the Mayor and City Manager to sign the necessary interlocal agreement as well as other required documents and agree to the pass through of the CRA funding to the developer.

MOTION:

Move to approve/disapprove support of an Interlocal Agreement between the City and CRA and other documents for the proposed project to be known as Madison Terrace Phase One.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A (Pass Through)
Interlocal Agreement
Madison Terrace Summary
Madison Terrace Renderings

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE WORTH BEACH AND THE
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING OF LOCAL GOVERNMENT CONTRIBUTION
MADISON TERRACE PROJECT – PHASE I**

THIS INTERLOCAL AGREEMENT FOR FUNDING OF LOCAL GOVERNMENT CONTRIBUTION FOR THE MADISON TERRACE PROJECT (“AGREEMENT”) is made this ___ day of _____, 2024, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**LWBCRA**”).

WITNESSETH:

WHEREAS, the **CITY** is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

WHEREAS, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

WHEREAS, the **LWBCRA** is a Community Redevelopment Agency established by the **CITY**, pursuant to Part III, Chapter 163, Florida Statutes, to provide for redevelopment of blighted areas within the **LWBCRA** Community Redevelopment Area; and

WHEREAS, the developer of the Madison Terrace Project, Phase I (the “**Project**”), which is located at 821 S. Dixie Highway, Lake Worth Beach, Florida, within the **LWBCRA** Community Redevelopment Area, is required to have a local government contribution for the **Project** to be eligible for low income housing tax credits (the “**Contribution**”); and

WHEREAS, pursuant to this Agreement, the **City** and the **LWBCRA** are coordinating to provide funding pursuant to the Local Government Verification of Contribution – Loan Form which is attached hereto as Exhibit “**A.**” as the **Project** is located within the **LWBCRA**’s Community Redevelopment Area; and

WHEREAS, the Florida Housing Finance Corporation requires that the local government contribution be certified by the county or municipality to be eligible for low income housing tax credits; and

WHEREAS, this Agreement and the funding provided by the **CITY** and the **LWBCRA** complies with the provisions of Part III, Chapter 163, Florida Statutes, is consistent with the Community Redevelopment Plan, and serves both a municipal and public purpose.

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

1. The recitations set forth above are hereby incorporated herein by reference.

2. **Payment of Funds by LWBCRA.** The LWBCRA agrees to provide to the CITY funds, which represent the Contribution, in a total amount not to exceed Six Hundred Forty Thousand and 00/100 Dollars (\$640,000.00) for the Project, in a manner consistent with the Local Government Verification of Contribution – Loan Form which is attached hereto as Exhibit “A.” Upon request for funds from the developer, each party agrees to ensure the other party receives the notice and that the parties will proceed to process the payment to the developer. Once the CITY receives the Funds from the LWBCRA, the CITY shall provide the Funds to the developer of the Project within thirty (30) days, and provide the LWBCRA with proof of payment of the Contribution.

3. **Ratification.** The CITY hereby ratifies the signature of the Mayor on the Local Government Verification of Contribution – Loan Form attached hereto as Exhibit “A”.

4. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA and the CITY particularly regarding certain aspects of the consideration and approval of the Project.

5. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until December 31, 2026, unless extended or terminated. The LWBCRA and the CITY may agree to extend the Agreement, through the execution of a written amendment to this Agreement.

6. **Public Records.** The CITY and LWBCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records.

7. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or LWBCRA as set forth in Section 768.28, Fla.Stat.

8. **No General Obligation.** Neither this Agreement, nor the obligations imposed upon the CITY or the LWBCRA hereunder shall be or constitute an indebtedness or general obligation of the CITY or LWBCRA within the meaning of any constitutional statutory or charter provisions requiring the CITY or the LWBCRA, or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the CITY or the LWBCRA or other Governmental Authority. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the CITY and the LWBCRA, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Ann Coyne, MMC,
City Clerk

By: _____
Betty Resch, Mayor

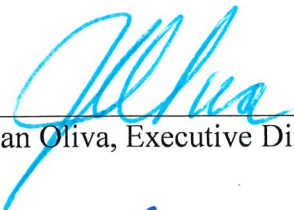
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**



Joan Oliva, Executive Director



Carla Blockson, Chair

Dated this 9 day of July, 2024

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 20, 2024

DEPARTMENT: Public Works

TITLE:

General Contractors Agreements with Louminel General Contractor, LLC, Mya Construservice, LLC and Sustainable Design and Construction Services, Inc. for miscellaneous maintenance repairs

SUMMARY:

The Contract authorizes the City to utilize the Mya Construction Services, LLC, Louminel General Contractor, & Sustainable Design for misc. maintenance repairs under \$100,000 that are outside the capability of the city staff.

BACKGROUND AND JUSTIFICATION:

The city is actively engaged in the repair and maintenance of the city facilities & properties, these repairs consist of, but are not limited to, interior office buildouts, HVAC work, electrical work, fencing, window and door work, carpentry, painting, plumbing, flooring, and roofing. The Public Works Department frequently has projects for repair work that are beyond the capabilities of the in-house labor force and need to be outsourced. On April 17, 2024, the City received seven (8) bids in response to Invitation for Bid (IFB) 24-106, Annual Contract General Contractor Related Services for Projects Under \$100,000. In accordance with the bid document, three (3) contractors were selected for the award. Upon review of the bid submittals, it was determined that Louminel General Contractor LLC, Mya Construction Services & Sustainable Design were the lowest, most responsive, and responsible bidders. All three agreements are attached to this agenda item. The Agreements are for an initial three (3) year term with two (2) additional one (1) year extensions, for a total possible term of five (5) years. These are unit price agreements and there is no financial commitment to the City unless Work Order is issued and approved in accordance to the City's procurement policy.

MOTION:

Move to approve/disapprove construction contracts with Louminel General Contractor, LLC, Mya Construservice, LLC and Sustainable Design and Construction Services, Inc. for General Contractor Related Services

ATTACHMENT(S):

Construction Agreements
Bid Tabulations

GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00 CONTRACT
IFB#24-106

THIS CONTRACT for General Contractor Related Services for Projects Under \$100,000.00 (“Contract”) is entered on _____, by and between the **CITY OF LAKE WORTH BEACH**, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Louminel General Contractor, LLC**, a Florida Limited Liability Company with its principal offices located at 9671 Dunhill Drive, Miramar, FL 33025 (“Contractor”),

WHEREAS, the City issued Invitation for Bid (IFB#24-106) for general contractor related services for projects under \$100,000.00 which “IFB” is incorporated fully herein by reference into this contract; and

WHEREAS, the City received seven (7) compliant bids to the IFB; and

WHEREAS, the Contractor submitted its bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor on a non-exclusive basis for general contractor related services; and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1. GENERAL INFORMATION.

1.1 **Scope of Services/Work.** The Contractor shall provide the services and work requested by the City and required under a City approved work order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are general contractor related services.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the documents issued with the IFB as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except

those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase or change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 **Work Orders.** This Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Hourly Billing Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager, if within their purchasing authority (currently not to exceed \$50,000), or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

1.5 **Term.** The term of this Contract shall be for three (3) consecutive years, with an option to renew for two (2) additional one (1) year periods upon the mutual agreement of both parties. The renewal term(s) may be approved by the City Manager on behalf of the CITY. Notwithstanding the foregoing, this Contract may be terminated as set forth in the Contract Documents.

1.6 **Hourly Billing Rates.** The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first three (3) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Hourly Billing Rates, the City and Contractor may execute a written amendment to this Contract to establish new Hourly Billing Rates for the renewal term(s). The City Manager may approve changes in the Hourly Billing Rates based on the recommendation of the City's Public Works Director or designee.

ARTICLE 2. CONTRACT TIME.

2.1 All services and work to be provided under a City-approved work order shall be provided in a timely manner as time is of the essence under this Contract.

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. PAYMENT PROCEDURES.

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Financial Services Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by

the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant to Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold five percent (5%) of each payment to the Contractor as retainage until final work completion.

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed, all charges have been invoiced to the City and all material suppliers have been paid in full. If paid, this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's

personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

ARTICLE 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, the limits of which shall apply regardless of whether the

claim is based in tort or in contract.

INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the IFB. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable Work Order.

ARTICLE 8. TERMINATION.

8.1 **Termination by the City:** The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,

- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 Termination By the City For Convenience

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

ARTICLE 9. TAXES AND DIRECT PURCHASES.

9.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

9.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to be used in specific projects:

9.2.1 The City reserves the right, at the City's option, to direct purchase equipment and materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not

limited to those listed below.

9.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and identify which equipment is to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment to be used in completion of the work under the applicable work order.

9.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment receipt, inspecting shipments, and assuring that the equipment is in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the vendor/material list referenced in 9.2.2, the City shall be deemed to have waived any and all objections thereto.

9.2.4 The Contractor shall retain all responsibility for installing all equipment relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

9.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchaser order to the Contractor.

9.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

9.2.7 The Contractor shall take delivery, unload, and install the equipment purchased on the direct purchase order in accordance with the work order and the Contract Documents with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment as requested by the Contractor and

working with the vendor to effectuate any credits or warranties for the returned equipment (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

9.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with Florida's Local Government Prompt Payment Act.

9.2.9 Regardless of whether purchased by direct purchase or by the Contractor, all lumber, timber, and other forest products utilized under this Contract were produced and manufactured in the State of Florida, to the extent wood is a component of the work to be performed under this Contract, and such products are available and their price, fitness, and quality are equal. This provision does not apply to plywood specified for monolithic concrete forms or if the structural or service requirements for timber for a particular job cannot be supplied by native species.

ARTICLE 10. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

10.1 Contractor has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work under an applicable Work Order. All work shall be performed consistent with all applicable laws and regulations.

10.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations including, without limitation, those 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).

10.3 Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

10.4 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the City upon request.

ARTICLE 11. MISCELLANEOUS.

11.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

11.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

11.4 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

11.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

11.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in

any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

11.8 This Contract shall create no rights or claims whatsoever in any third party.

11.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

11.11 Public Records Law. As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

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

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

11.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels.

EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

11.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

11.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonably request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Contract Documents. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

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

11.18 All notices required in this Contract shall be sent by hand-delivery, certified mail (RRR), or by

nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager/Financial Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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

Louminel General Contractor, LLC
Attn: Louis Marie R. Nelson
9671 Dunhill Drive
Miramar Fl, 33025

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

11.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, 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 City by the Contractor under the terms of this Contract.

11.20 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

11.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

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

11.23 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

11.24 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

11.25 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Contract is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

ARTICLE 12. SCRUTINIZED COMPANIES

12.1 Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the

boycott of Israel during the term of this Contract.

12.2 If this Contract is for one million dollars or more, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

12.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

12.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals.

12.5 The Contractor agrees that if it's status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

12.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 13. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall:

- 13.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 13.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, have an agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- 13.3 Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the City upon request;
- 13.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 13.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,

13.6 Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a Contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

ARTICLE 14. SURVIVABILITY.

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

Remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for general contractor related services to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: LOUMINEL GENERAL CONTRACTOR, LLC



[Corporate Seal]

By: _____
(Signature)

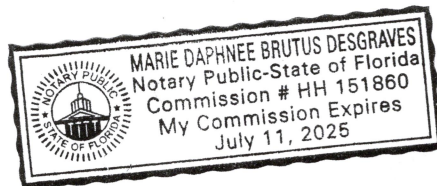
Print Name: Louis Marie R. Nelson

Title: President

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 14 day of MAY 2024, by Louis Marie R. Nelson, as the President [title] of Louminel General Contractor, LLC. a Florida Limited Liability Company, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



(Signature)
Notary Public Signature

EXHIBIT "A"
SAMPLE WORK ORDER

**CONTRACT FOR GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00
IFB#24-106
WORK ORDER NO. _____**

THIS WORK ORDER for General Contractor Related Services for Projects Under \$100,000.00 ("Work Order" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Louminel General Contractor, LLC**, a Florida Limited Liability Company ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to General Contractor Related Services for Projects Under \$100,000.00 project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to

ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$ _____ .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$ _____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. The following Direct Purchases are to be made under this Work Order by the City: _____
_____.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the _____ City is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

7.6 All lumber, timber, and other forest products utilized under this Work Order were produced and manufactured in the State of Florida, to the extent wood is a component of the work to be performed under this Work Order, and such products are available and their price, fitness, and quality are equal.

8.0 Warranty.

The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the General Contractor Related Services for Projects Under \$100,000.00 Contract for between the City of Lake Worth and the Contractor, dated _____, (“Contract” hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No.
 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor Or _____ City Manager

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: LOUMINEL GENERAL CONTRACTOR, LLC

[Corporate Seal]

By: ___Do Not Sign – Sample_____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ___ day of _____ 2024, by _____, as
the _____ [title] of **Louminel General Contractor, LLC**, a Florida Limited
Liability Company, which is authorized to do business in the State of Florida , who is personally
known to me or who has produced _____ as identification, and who did take
an oath that he or she is duly authorized to execute the foregoing instrument and bind the
CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "B"
(SCHEDULE OF UNIT PRICES – 2 PAGES)

(B4)

**IFB #24-106 - GENERAL CONTRACTOR RELATED SERVICES FOR
PROJECTS UNDER \$100,000.00**

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
<u>LABOR RATES/MAN HOURS</u>				
1	Carpenter	1	HR	\$41.90
2	Painter	1	HR	\$32.80
3	Plumber	1	HR	\$43.65
4	Electrician	1	HR	\$52.86
5	Tile	1	HR	\$28.36
6	Masonry	1	HR	\$30.35
7	Skilled Laborer	1	HR	\$31.85
8	Unskilled Laborer	1	HR	\$25.80
9	Driver	1	HR	\$37.90
10	Foreman	1	HR	\$45.80
11	Project Manager	1	HR	\$ 50.75
12	Project Liaison	1	HR	\$48.00
13	Vice President	1	HR	\$65.00
<u>LABOR CATEGORIES</u>				
14	General Demo Work	1	HR	\$35.00
15	Concrete Demo Work	1	HR	\$ 38.00
16	Framing & Sheathing	1	HR	\$ 39.50
17	Finish Carpentry & Trim Work	1	HR	\$ 41.00
18	Drywall & Finishing	1	HR	\$36.40
19	Window & Door Removal/Installation	1	HR	\$ 35.00
20	Site Work	1	HR	\$ 32.00
21	Forming & Pouring Concrete	1	HR	\$45.25
22	General Painting	1	HR	\$28.90
23	Pressure Washing	1	HR	\$ 28.75
24	Fencing	1	HR	\$35.25
25	Landscape & Irrigation Work	1	HR	\$31.55
26	Tile Installation	1	HR	\$45.00
27	ADA Accessory Installation	1	HR	\$28.00
28	Permitting	1	HR	\$75.00
29	Project Site Supervisor	1	HR	\$ 60.00

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
EQUIPMENT & TOOLS				
30	30' Boom Lift	1	HR	\$38.30
31	60' Boom Lift	1	HR	\$43.65
32	80' Boom Lift	1	HR	\$47.90
33	20 Ton Crane up to 75' lift	1	HR	\$49.30
34	20 Yard Dumpster	1	HR	\$39.55
35	Port-A-Potty	1	HR	\$ 25.50
36	Concrete Pump – Flat	1	HR	\$44.25
37	Concrete Pump – Boom	1	HR	\$48.10
38	Bobcat	1	HR	\$31.86
39	Compaction Machine for Pads	1	HR	\$37.90

Name of Bidder: Louminel General Contractor LLC

Address: 9671 Dunhill Drive

City: Miramar ST FL Zip 33025

Phone: (954) 328-4940 Email: Lnelson@lgcontractor.com

Print Name: Louis Marie R. Nelson Title: President

SIGNATURE  Date: 04/17/2024

GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00 CONTRACT
IFB#24-106

THIS CONTRACT for General Contractor Related Services for Projects Under \$100,000.00 (“Contract”) is entered on _____, by and between the **CITY OF LAKE WORTH BEACH**, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Mya Construservice, LLC**, a Florida Limited Liability Company with its principal offices located at 240 NW 7th Avenue, Delray Beach, FL 33444 (“Contractor”),

WHEREAS, the City issued Invitation for Bid (IFB#24-106) for general contractor related services for projects under \$100,000.00 which “IFB” is incorporated fully herein by reference into this contract; and

WHEREAS, the City received seven (7) compliant bids to the IFB; and

WHEREAS, the Contractor submitted its bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor on a non-exclusive basis for general contractor related services; and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1. GENERAL INFORMATION.

1.1 **Scope of Services/Work.** The Contractor shall provide the services and work requested by the City and required under a City approved work order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are general contractor related services.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the documents issued with the IFB as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions,

clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Fully executed Change Orders or Contract amendments
- Second Priority: This Contract
- Third Priority: Fully executed Work Orders
- Fourth Priority: IFB

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean the City Manager or designee, City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase or change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 **Work Orders.** This Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Hourly Billing Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager, if within their purchasing authority (currently not to exceed \$50,000), or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

1.5 **Term.** The term of this Contract shall be for three (3) consecutive years, with an option to renew for two (2) additional one (1) year periods upon the mutual agreement of both parties. The renewal term(s) may be approved by the City Manager on behalf of the CITY. Notwithstanding the foregoing, this Contract may be terminated as set forth in the Contract Documents.

1.6 **Hourly Billing Rates.** The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first three (3) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Hourly Billing Rates, the City and Contractor may execute a written amendment to this Contract to establish new Hourly Billing Rates for the renewal term(s). The City Manager may approve changes in the Hourly Billing Rates based on the recommendation of the City's Public Works Director or designee.

ARTICLE 2. CONTRACT TIME.

2.1 All services and work to be provided under a City-approved work order shall be provided in a timely manner as time is of the essence under this Contract.

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. PAYMENT PROCEDURES.

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Financial Services Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant to Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold five percent (5%) of each payment to the Contractor as retainage until final work completion.

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed, all charges have been invoiced to the City and all material suppliers have been paid in full. If paid, this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts

and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

ARTICLE 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing

contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, the limits of which shall apply regardless of whether the claim is based in tort or in contract.

INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the IFB. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable Work Order.

ARTICLE 8. TERMINATION.

8.1 Termination By the City: The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 Termination By the City For Convenience

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

ARTICLE 9. TAXES AND DIRECT PURCHASES.

9.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

9.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to

be used in specific projects:

9.2.1 The City reserves the right, at the City's option, to direct purchase equipment and materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not limited to those listed below.

9.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and identify which equipment is to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment to be used in completion of the work under the applicable work order.

9.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment receipt, inspecting shipments, and assuring that the equipment is in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the vendor/material list referenced in 9.2.2, the City shall be deemed to have waived any and all objections thereto.

9.2.4 The Contractor shall retain all responsibility for installing all equipment relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

9.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchaser order to the Contractor.

9.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

9.2.7 The Contractor shall take delivery, unload, and install the equipment purchased on the direct purchase order in accordance with the work order and the Contract Documents with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment as requested by the Contractor and working with the vendor to effectuate any credits or warranties for the returned equipment (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

9.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with Florida's Local Government Prompt Payment Act.

9.2.9 Regardless of whether purchased by direct purchase or by the Contractor, all lumber, timber, and other forest products utilized under this Contract were produced and manufactured in the State of Florida, to the extent wood is a component of the the work to be performed under this Contract, and such products are available and their price, fitness, and quality are equal. This provision does not apply to plywood specified for monolithic concrete forms or if the structural or service requirements for timber for a particular job cannot be supplied by native species.

ARTICLE 10. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

10.1 Contractor has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work under an applicable Work Order. All work shall be performed consistent with all applicable laws and regulations.

10.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations including, without limitation, those 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).

10.3 Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

10.4 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the City upon request.

ARTICLE 11. MISCELLANEOUS.

11.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

11.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

11.4 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

11.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed

as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

11.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

11.8 This Contract shall create no rights or claims whatsoever in any third party.

11.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

11.11 Public Records Law. As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

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

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

11.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels.

EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

11.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

11.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonably request, including, without limitation, executing and filing, at City's expense, copyright applications,

assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Contract Documents. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

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

11.18 All notices required in this Contract shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager/Financial Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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

Mya Construservice, LLC
Attn: Marco Mejia
240 NW 7th Avenue
Delray Beach, Fl, 33444

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

11.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, 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 City by the Contractor under the terms of this Contract.

11.20 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

11.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

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

11.23 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

11.24 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

11.25 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Contract is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

ARTICLE 12. SCRUTINIZED COMPANIES

12.1 Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

12.2 If this Contract is for one million dollars or more, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

12.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

12.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals.

12.5 The Contractor agrees that if it's status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

12.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 13. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall:

- 13.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 13.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, have an agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- 13.3 Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the City upon request;
- 13.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 13.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,
- 13.6 Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a Contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

ARTICLE 14. SURVIVABILITY.

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

Remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for general contractor related services to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney
Director

By: _____
Yannick Ngendahayo, Financial Services

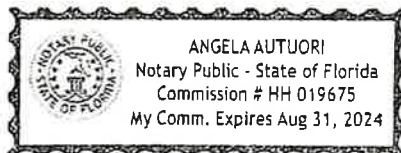
CONTRACTOR: MYA CONSTRUSERVICE, LLC

[Corporate Seal]

By: _____
Print Name: MARCO MEJIA
Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 15 day of May 2024, by Marco Mejia Rosado as the President [title] of Mya Construservice, LLC, a Florida Limited Liability Company, which is authorized to do business in the State of Florida, who is personally known to me or who has produced FLDL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Public Signature

Notary Seal:

EXHIBIT "A"
SAMPLE WORK ORDER

**CONTRACT FOR GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00
IFB#24-106
WORK ORDER NO. _____**

THIS WORK ORDER for General Contractor Related Services for Projects Under \$100,000.00 ("Work Order" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Mya Construservice, LLC** a Florida Limited Liability Company ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to General Contractor Related Services for Projects Under \$100,000.00 project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City

and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$ _____ .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$ _____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. The following Direct Purchases are to be made under this Work Order by the City: _____

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the _____ City is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data

are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

7.6 All lumber, timber, and other forest products utilized under this Work Order were produced and manufactured in the State of Florida, to the extent wood is a component of the the work to be performed under this Work Order, and such products are available and their price, fitness, and quality are equal.

8.0 Warranty.

The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the General Contractor Related Services for Projects Under \$100,000.00 Contract for between the City of Lake Worth and the Contractor, dated [REDACTED], (“Contract” hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No.
 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor Or _____ City Manager

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: MYA CONSTRUSERVICE, LLC

[Corporate Seal]

By: ___ Do Not Sign – Sample _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ___ day of _____ 2024, by _____,
as the _____ [title] of **Mya Construservice , LLC.**, a Florida Limited
Liability Company, which is authorized to do business in the State of Florida , who is personally
known to me or who has produced _____ as identification, and who did
take an oath that he or she is duly authorized to execute the foregoing instrument and bind the
CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "B"
(SCHEDULE OF UNIT PRICES – 2 PAGES)

(B4)

**IFB #24-106 - GENERAL CONTRACTOR RELATED SERVICES FOR
PROJECTS UNDER \$100,000.00**

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
<u>LABOR RATES/MAN HOURS</u>				
1	Carpenter	1	HR	\$ 35
2	Painter	1	HR	\$ 35
3	Plumber	1	HR	\$ 55
4	Electrician	1	HR	\$ 62
5	Tile	1	HR	\$ 35
6	Masonry	1	HR	\$ 35
7	Skilled Laborer	1	HR	\$ 35
8	Unskilled Laborer	1	HR	\$ 21
9	Driver	1	HR	\$ 21
10	Foreman	1	HR	\$ 45
11	Project Manager	1	HR	\$ 65
12	Project Liaison	1	HR	\$ 65
13	Vice President	1	HR	\$ 68
<u>LABOR CATEGORIES</u>				
14	General Demo Work	1	HR	\$ 24
15	Concrete Demo Work	1	HR	\$ 21
16	Framing & Sheathing	1	HR	\$ 28
17	Finish Carpentry & Trim Work	1	HR	\$ 35
18	Drywall & Finishing	1	HR	\$ 35
19	Window & Door Removal/Installation	1	HR	\$ 35
20	Site Work	1	HR	\$ 37
21	Forming & Pouring Concrete	1	HR	\$ 42
22	General Painting	1	HR	\$ 35
23	Pressure Washing	1	HR	\$ 21
24	Fencing	1	HR	\$ 35
25	Landscape & Irrigation Work	1	HR	\$ 35
26	Tile Installation	1	HR	\$ 35
27	ADA Accessory Installation	1	HR	\$ 55
28	Permitting	1	HR	\$ 55
29	Project Site Supervisor	1	HR	\$ 65

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
EQUIPMENT & TOOLS				
30	30' Boom Lift	1	HR	\$ 25
31	60' Boom Lift	1	HR	\$ 35
32	80' Boom Lift	1	HR	\$ 45
33	20 Ton Crane up to 75' lift	1	HR	\$ 85
34	20 Yard Dumpster	1	HR	\$ 35
35	Port-A-Potty	1	HR	\$ 18
36	Concrete Pump – Flat	1	HR	\$ 38
37	Concrete Pump – Boom	1	HR	\$ 41
38	Bobcat	1	HR	\$ 14
39	Compaction Machine for Pads	1	HR	\$ 38

Name of Bidder: MYA Construservice LLC

Address: 240 NW 7th Avenue

City: Delray Beach ST FL Zip 33444

Phone: (954) 234-5129 Email: MMejia@myaconstruservice.com

Print Name: Marco Mejia Title: Owner

SIGNATURE:  Date: 04/17/2024

GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00 CONTRACT
IFB#24-106

THIS CONTRACT for General Contractor Related Services for Projects Under \$100,000.00 (“Contract”) is entered on _____, by and between the **CITY OF LAKE WORTH BEACH**, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Sustainable Design and Construction Services, Inc.**, a Florida corporation with its principal offices located at 924 NW 204 ST Miami Gardens, FL 33169 (“Contractor”),

WHEREAS, the City issued Invitation for Bid (IFB#24-106) for general contractor related services for projects under \$100,000.00 which “IFB” is incorporated fully herein by reference into this contract; and

WHEREAS, the City received seven (7) compliant bids to the IFB; and

WHEREAS, the Contractor submitted its bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor on a non-exclusive basis for general contractor related services; and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1. GENERAL INFORMATION.

1.1 **Scope of Services/Work.** The Contractor shall provide the services and work requested by the City and required under a City approved work order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are general contractor related services.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the documents issued with the IFB as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's

request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean the City Manager or designee, City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase or change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 **Work Orders.** This Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Hourly Billing Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager, if within their purchasing authority (currently not to exceed \$50,000), or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

1.5 **Term.** The term of this Contract shall be for three (3) consecutive years, with an option to renew for two (2) additional one (1) year periods upon the mutual agreement of both parties. The renewal term(s) may be approved by the City Manager on behalf of the CITY. Notwithstanding the foregoing, this Contract may be terminated as set forth in the Contract Documents.

1.6 **Hourly Billing Rates.** The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first three (3) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Hourly Billing Rates, the City and Contractor may execute a written amendment to this Contract to establish new Hourly Billing Rates for the renewal term(s). The City Manager may approve changes in the Hourly Billing Rates based on the recommendation of the City's Public Works Director or designee.

ARTICLE 2. CONTRACT TIME.

2.1 All services and work to be provided under a City-approved work order shall be provided in a timely manner as time is of the essence under this Contract.

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. PAYMENT PROCEDURES.

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Financial Services Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant to Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold five percent (5%) of each payment to the Contractor as retainage until final work completion.

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed, all charges have been invoiced to the City and all material suppliers have been paid in full. If paid, this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the

Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

ARTICLE 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall

be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, the limits of which shall apply regardless of whether the claim is based in tort or in contract.

INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the IFB. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable Work Order.

ARTICLE 8. TERMINATION.

8.1 Termination by the City: The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 Termination By the City For Convenience

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

ARTICLE 9. TAXES AND DIRECT PURCHASES.

9.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

9.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to be used in specific projects:

9.2.1 The City reserves the right, at the City's option, to direct purchase equipment and

materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not limited to those listed below.

9.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and identify which equipment is to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment to be used in completion of the work under the applicable work order.

9.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment receipt, inspecting shipments, and assuring that the equipment is in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the vendor/material list referenced in 9.2.2, the City shall be deemed to have waived any and all objections thereto.

9.2.4 The Contractor shall retain all responsibility for installing all equipment relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

9.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchaser order to the Contractor.

9.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

9.2.7 The Contractor shall take delivery, unload, and install the equipment purchased on the direct purchase order in accordance with the work order and the Contract Documents

with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment as requested by the Contractor and working with the vendor to effectuate any credits or warranties for the returned equipment (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

9.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with Florida's Local Government Prompt Payment Act.

9.2.9 Regardless of whether purchased by direct purchase or by the Contractor, all lumber, timber, and other forest products utilized under this Contract were produced and manufactured in the State of Florida, to the extent wood is a component of the work to be performed under this Contract, and such products are available and their price, fitness, and quality are equal. This provision does not apply to plywood specified for monolithic concrete forms or if the structural or service requirements for timber for a particular job cannot be supplied by native species.

ARTICLE 10. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

10.1 Contractor has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work under an

applicable Work Order. All work shall be performed consistent with all applicable laws and regulations.

10.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations including, without limitation, those 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).

10.3 Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

10.4 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the City upon request.

ARTICLE 11. MISCELLANEOUS.

11.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

11.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

11.4 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

11.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

11.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

11.8 This Contract shall create no rights or claims whatsoever in any third party.

11.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

11.11 Public Records Law. As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 Contract, the Contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

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

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

11.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels.

EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

11.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

11.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonably request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Contract Documents. The City grants to the Contractor and Contractor's

subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

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

11.18 All notices required in this Contract shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager/Financial Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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

Sustainable Design and Construction Services, Inc.
Marie-Frantz Jean-Pharuns
924 NW 204 Street
Miami FL, 33169

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

11.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, 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 City by the Contractor under the terms of this Contract.

11.20 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

11.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

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

11.23 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

11.24 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

11.25 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract

Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Contract is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

ARTICLE 12. SCRUTINIZED COMPANIES

12.1 Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

12.2 If this Contract is for one million dollars or more, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

12.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

12.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals.

12.5 The Contractor agrees that if it's status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

12.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 13. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall:

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

- 13.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, have an agreement with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- 13.3 Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the City upon request;
- 13.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 13.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,
- 13.6 Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a Contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

ARTICLE 14. SURVIVABILITY.

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

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Signature page follows

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for general contractor related services to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney
Director

By: _____
Yannick Ngendahayo, Financial Services

**CONTRACTOR: SUSTAINABLE DESIGN AND
CONSTRUCTION SERVICES, INC.**

[Corporate Seal]

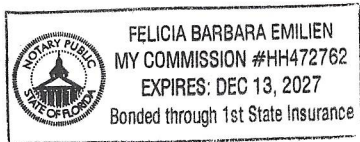
By: _____
[Signature]

Print Name: Marie-Franz Jean Pharo

Title: President

STATE OF FLORIDA
COUNTY OF Miami Dade

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 24th day of July 2024, by Marie-Franz Jean Pharo as the President [title] of **Sustainable Design and Construction Services, Inc.**, a Florida Corporation, which is authorized to do business in the State of Florida, who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Felicia B. Emilien
Notary Public Signature

Notary Seal:

EXHIBIT "A"
SAMPLE WORK ORDER

**CONTRACT FOR GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00
IFB#24-106
WORK ORDER NO. _____**

THIS WORK ORDER for General Contractor Related Services for Projects Under \$100,000.00 ("Work Order" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Sustainable Design and Construction Services, Inc.**, a Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to General Contractor Related Services for Projects Under \$100,000.00 project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City

and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$ _____ .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$ _____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. The following Direct Purchases are to be made under this Work Order by the City: _____.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the _____ City is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data

are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

7.6 All lumber, timber, and other forest products utilized under this Work Order were produced and manufactured in the State of Florida, to the extent wood is a component of the work to be performed under this Work Order, and such products are available and their price, fitness, and quality are equal.

8.0 Warranty.

The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the General Contractor Related Services for Projects Under \$100,000.00 Contract for between the City of Lake Worth and the Contractor, dated _____, (“Contract” hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. _____ as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor Or _____ City Manager

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**CONTRACTOR: SUSTAINABLE DESIGN AND
CONSTRUCTION SERVICES, INC.**

[Corporate Seal]

By: ___ Do Not Sign – Sample _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ___ day of _____ 2024, by _____, as the _____ [title] of **Sustainable Design and Construction Services, Inc.**, a Florida Corporation, which is authorized to do business in the State of Florida , who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "B"
(SCHEDULE OF UNIT PRICES – 2 PAGES)

**IFB #24-106 - GENERAL CONTRACTOR RELATED SERVICES FOR
PROJECTS UNDER \$100,000.00**

(B4)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
LABOR RATES/MAN HOURS				
1	Carpenter	1	HR	\$ 42.50
2	Painter	1	HR	\$ 31.00
3	Plumber	1	HR	\$ 42.50
4	Electrician	1	HR	\$ 51.00
5	Tile	1	HR	\$ 29.50
6	Masonry	1	HR	\$ 32.00
7	Skilled Laborer	1	HR	\$ 31.00
8	Unskilled Laborer	1	HR	\$ 27.00
9	Driver	1	HR	\$ 38.00
10	Foreman	1	HR	\$ 45.00
11	Project Manager	1	HR	\$ 49.75
12	Project Liaison	1	HR	\$ 45.00
13	Vice President	1	HR	\$ 62.50
LABOR CATEGORIES				
14	General Demo Work	1	HR	\$ 34.00
15	Concrete Demo Work	1	HR	\$ 36.00
16	Framing & Sheathing	1	HR	\$ 40.00
17	Finish Carpentry & Trim Work	1	HR	\$ 39.75
18	Drywall & Finishing	1	HR	\$ 37.75
19	Window & Door Removal/Installation	1	HR	\$ 37.50
20	Site Work	1	HR	\$ 31.75
21	Forming & Pouring Concrete	1	HR	\$ 46.00
22	General Painting	1	HR	\$ 31.00
23	Pressure Washing	1	HR	\$ 32.00
24	Fencing	1	HR	\$ 37.00
25	Landscape & Irrigation Work	1	HR	\$ 33.00
26	Tile Installation	1	HR	\$ 47.00
27	ADA Accessory Installation	1	HR	\$ 32.00
28	Permitting	1	HR	\$ 70.00
29	Project Site Supervisor	1	HR	\$ 61.00

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
EQUIPMENT & TOOLS				
30	30' Boom Lift	1	HR	\$ 39.50
31	60' Boom Lift	1	HR	\$ 44.35
32	80' Boom Lift	1	HR	\$ 48.75
33	20 Ton Crane up to 75' lift	1	HR	\$ 49.10
34	20 Yard Dumpster	1	HR	\$ 39.45
35	Port-A-Potty	1	HR	\$ 27.00
36	Concrete Pump - Flat	1	HR	\$ 43.50
37	Concrete Pump - Boom	1	HR	\$ 48.30
38	Bobcat	1	HR	\$ 32.50
39	Compaction Machine for Pads	1	HR	\$ 38.00

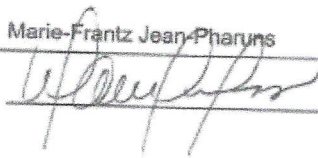
Name of Bidder: Sustainable Design and Construction Services, Inc

Address: 924 NW 204 Street

City: Miami, ST FL Zip 33169

Phone: (786) 426-1854 Email: marie@sustainovationatwork.com

Print Name: Marie-Frantz Jean-Pharuns Title: President

SIGNATURE:  Date: 4/10/2024



City of Lake Worth Beach

Compliance Checklist & Bid Tab

	Waypoint Contracting, Inc.	High Rock Builders, LLC	Sustainable Design and Construction Services, Inc.	Mya Construservice LLC	Cooper Construction & Development, LLC	Louminel General Contractor, LLC	Creative Contracting Group	Green Alliance, Inc.
Bid Cover Sheet B1	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Bidder's Minimum Qualifications B2	Submitted	Incomplete - Provided only 1 project	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Bid B3	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Schedule of Unit Prices B4	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Substitution Sheet B5	None	None	None	None	None	None	None	None
Schedule of Subcontractors B6	None	None	Submitted list	None	None	Submitted list	Submitted list	None
Contractor Verification Form B7	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
List of References B8	Submitted	Incomplete - Did not provide any references	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Non-Collusion and Public Entity Crimes Affidavit B9	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Signed/Not Notarized
Drug Free Workplace Certification B10	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Campaign Contribution Statement B11	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Scrutinized Companies Certification B12	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Veteran Business Enterprise, Small Businesses and Local Business Preference Form B13	Applied for Small Business Preference - Vendor does not qualify per the City's Ordinance (small business certificationis from Miami-Dade County)	Small Business - Did not provide any documentation	Applied for Small Business Preference - Vendor does not qualify per the City's Ordinance (small business certificationis from Miami-Dade County)	N/A	Veteran owned Small Business -Preference compliant	Applied for Small Business Preference - Vendor does not qualify per the City's Ordinance (small business certificationis from Miami-Dade School district)	Applied for Small and Local Business Preference - Vendor does not qualify per the City's Ordinance (small business certification) Business is not in LWB	Applied for Small Business Preference - Vendor does not qualify per the City's Ordinance (small business certificationis from Miami-Dade County)
Compliance :		incomplete submittal - not compliant						



City of Lake Worth Beach
Bid Tabulation

IFB #24-106 - GENERAL CONTRACTOR RELATED SERVICES FOR PROJECTS UNDER \$100,000.00

Item #	Unit Price Description	Waypoint Contracting, Inc.			High Rock Builders, LLC			Sustainable Design and Construction Services, Inc.			Mya Construservice LLC			Cooper Construction & Development, LLC				Louminel General Contractor, LLC			Creative Contracting Group			Green Alliance, Inc.		
		QTY	UNIT	UNIT PRICE	QTY	UNIT	UNIT PRICE	QTY	UNIT	UNIT PRICE	QTY	UNIT	UNIT PRICE	QTY	UNIT	UNIT PRICE	Price with 5% preference	QTY	UNIT	UNIT PRICE	QTY	UNIT	UNIT PRICE	QTY	UNIT	UNIT PRICE
LABOR RATES/MAN HOURS																										
1	Carpenter	1	HR	\$37.80	1	HR	\$65.00	1	HR	\$42.50	1	HR	\$35.00	1	HR	\$43.70	\$41.52	1	HR	\$41.90	1	HR	\$75.00	1	HR	\$58.00
2	Painter	1	HR	\$27.50	1	HR	\$35.00	1	HR	\$31.00	1	HR	\$35.00	1	HR	\$39.36	\$37.39	1	HR	\$32.80	1	HR	\$50.00	1	HR	\$56.00
3	Plumber	1	HR	\$67.50	1	HR	\$105.00	1	HR	\$42.50	1	HR	\$55.00	1	HR	\$61.75	\$58.66	1	HR	\$43.65	1	HR	\$125.00	1	HR	\$64.00
4	Electrician	1	HR	\$67.50	1	HR	\$110.00	1	HR	\$51.00	1	HR	\$62.00	1	HR	\$67.39	\$64.02	1	HR	\$52.86	1	HR	\$125.00	1	HR	\$67.00
5	Tile	1	HR	\$27.65	1	HR	\$55.00	1	HR	\$29.50	1	HR	\$35.00	1	HR	\$40.25	\$38.24	1	HR	\$28.36	1	HR	\$75.00	1	HR	\$58.00
6	Masonry	1	HR	\$45.25	1	HR	\$55.00	1	HR	\$32.00	1	HR	\$35.00	1	HR	\$39.25	\$37.29	1	HR	\$30.35	1	HR	\$75.00	1	HR	\$58.00
7	Skilled Laborer	1	HR	\$32.00	1	HR	\$52.00	1	HR	\$31.00	1	HR	\$35.00	1	HR	\$37.56	\$35.68	1	HR	\$31.85	1	HR	\$60.00	1	HR	\$50.00
8	Unskilled Laborer	1	HR	\$25.00	1	HR	\$48.00	1	HR	\$27.00	1	HR	\$21.00	1	HR	\$36.46	\$34.64	1	HR	\$25.80	1	HR	\$45.00	1	HR	\$45.00
9	Driver	1	HR	\$36.50	1	HR	\$55.00	1	HR	\$38.00	1	HR	\$21.00	1	HR	\$43.63	\$41.45	1	HR	\$37.90	1	HR	\$45.00	1	HR	\$25.00
10	Foreman	1	HR	\$63.11	1	HR	\$82.00	1	HR	\$45.00	1	HR	\$45.00	1	HR	\$70.00	\$66.50	1	HR	\$45.80	1	HR	\$70.00	1	HR	\$50.00
11	Project Manager	1	HR	\$78.50	1	HR	\$95.00	1	HR	\$49.75	1	HR	\$65.00	1	HR	\$90.00	\$85.50	1	HR	\$50.75	1	HR	\$90.00	1	HR	\$50.00
12	Project Liaison	1	HR	\$63.25	1	HR	\$82.00	1	HR	\$45.00	1	HR	\$65.00	1	HR	\$50.00	\$47.50	1	HR	\$48.00	1	HR	\$70.00	1	HR	\$50.00
13	Vice President	1	HR	\$94.45	1	HR	\$110.00	1	HR	\$62.50	1	HR	\$68.00	1	HR	\$110.00	\$104.50	1	HR	\$65.00	1	HR	\$125.00	1	HR	\$10.00
LABOR CATEGORIES																										
14	General Demo Work	1	HR	\$32.00	1	HR	\$52.00	1	HR	\$34.00	1	HR	\$24.00	1	HR	\$37.56	\$35.68	1	HR	\$35.00	1	HR	\$75.00	1	HR	\$45.00
15	Concrete Demo Work	1	HR	\$35.00	1	HR	\$59.00	1	HR	\$36.00	1	HR	\$21.00	1	HR	\$37.56	\$35.68	1	HR	\$38.00	1	HR	\$125.00	1	HR	\$45.00
16	Framing & Sheathing	1	HR	\$37.50	1	HR	\$65.00	1	HR	\$40.00	1	HR	\$28.00	1	HR	\$43.70	\$41.52	1	HR	\$39.50	1	HR	\$125.00	1	HR	\$58.00
17	Finish Carpentry & Trim Work	1	HR	\$45.00	1	HR	\$84.00	1	HR	\$39.75	1	HR	\$35.00	1	HR	\$43.70	\$41.52	1	HR	\$41.00	1	HR	\$150.00	1	HR	\$58.00
18	Drywall & Finishing	1	HR	\$32.50	1	HR	\$40.00	1	HR	\$37.75	1	HR	\$35.00	1	HR	\$43.70	\$41.52	1	HR	\$36.40	1	HR	\$125.00	1	HR	\$58.00
18	Window & Door Removal/Installation	1	HR	\$35.00	1	HR	\$52.00	1	HR	\$37.50	1	HR	\$35.00	1	HR	\$43.70	\$41.52	1	HR	\$35.00	1	HR	\$200.00	1	HR	\$58.00
20	Site Work	1	HR	\$47.50	1	HR	\$65.00	1	HR	\$31.75	1	HR	\$37.00	1	HR	\$37.56	\$35.68	1	HR	\$32.00	1	HR	\$150.00	1	HR	\$58.00
21	Forming & Pouring Concrete	1	HR	\$38.50	1	HR	\$58.00	1	HR	\$46.00	1	HR	\$42.00	1	HR	\$39.25	\$37.29	1	HR	\$45.25	1	HR	\$150.00	1	HR	\$58.00
22	General Painting	1	HR	\$32.50	1	HR	\$40.00	1	HR	\$31.00	1	HR	\$35.00	1	HR	\$39.36	\$37.39	1	HR	\$28.90	1	HR	\$85.00	1	HR	\$56.00
23	Pressure Washing	1	HR	\$28.75	1	HR	\$52.00	1	HR	\$32.00	1	HR	\$21.00	1	HR	\$37.56	\$35.68	1	HR	\$28.75	1	HR	\$85.00	1	HR	\$45.00
24	Fencing	1	HR	\$45.00	1	HR	\$65.00	1	HR	\$37.00	1	HR	\$35.00	1	HR	\$43.70	\$41.52	1	HR	\$35.25	1	HR	\$100.00	1	HR	\$58.00
25	Landscape & Irrigation Work	1	HR	\$28.50	1	HR	\$48.00	1	HR	\$33.00	1	HR	\$35.00	1	HR	\$37.56	\$35.68	1	HR	\$31.55	1	HR	\$100.00	1	HR	\$50.00
26	Tile Installation	1	HR	\$29.65	1	HR	\$48.00	1	HR	\$47.00	1	HR	\$35.00	1	HR	\$40.25	\$38.24	1	HR	\$45.00	1	HR	\$125.00	1	HR	\$58.00
27	ADA Accessory Installation	1	HR	\$32.00	1	HR	\$48.00	1	HR	\$32.00	1	HR	\$55.00	1	HR	\$43.70	\$41.52	1	HR	\$28.00	1	HR	\$125.00	1	HR	\$58.00
28	Permitting	1	HR	\$65.00	1	HR	\$82.00	1	HR	\$70.00	1	HR	\$55.00	1	HR	\$90.00	\$85.50	1	HR	\$75.00	1	HR	\$75.00	1	HR	\$45.00
29	Project Site Supervisor	1	HR	\$72.50	1	HR	\$110.00	1	HR	\$61.00	1	HR	\$65.00	1	HR	\$90.00	\$85.50	1	HR	\$60.00	1	HR	\$100.00	1	HR	\$50.00
EQUIPMENT & TOOLS																										
30	30' Boom Lift	1	HR	\$125.00	1	HR	\$125.00	1	HR	\$39.50	1	HR	\$25.00	1	HR	\$78.00	\$74.10	1	HR	\$38.30	1	HR	\$125.00	1	HR	\$65.00
31	60' Boom Lift	1	HR	\$165.00	1	HR	\$165.00	1	HR	\$44.35	1	HR	\$35.00	1	HR	\$95.00	\$90.25	1	HR	\$43.65	1	HR	\$150.00	1	HR	\$75.00
32	80' Boom Lift	1	HR	\$185.00	1	HR	\$185.00	1	HR	\$48.75	1	HR	\$45.00	1	HR	\$155.00	\$147.25	1	HR	\$47.90	1	HR	\$175.00	1	HR	\$250.00
33	20 Ton Crane up to 75' lift	1	HR	\$225.00	1	HR	\$225.00	1	HR	\$49.10	1	HR	\$85.00	1	HR	\$533.00	\$506.35	1	HR	\$49.30	1	HR	\$300.00	1	HR	\$500.00
34	20 Yard Dumpster	1	HR	\$585.00	1	HR	\$585.00	1	HR	\$39.45	1	HR	\$35.00	1	HR	n/a	n/a	1	HR	\$39.55	1	HR	\$200.00	1	HR	\$20.00
35	Port-A-Potty	1	HR	\$225.00	1	HR	\$225.00	1	HR	\$27.00	1	HR	\$18.00	1	HR	\$1.00	\$0.95	1	HR	\$25.50	1	HR	\$250.00	1	HR	\$20.00
36	Concrete Pump - Flat	1	HR	\$185.00	1	HR	\$185.00	1	HR	\$43.50	1	HR	\$38.00	1	HR	n/a	n/a	1	HR	\$44.25	1	HR	\$200.00	1	HR	\$300.00
37	Concrete Pump - Boom	1	HR	\$225.00	1	HR	\$225.00	1	HR	\$48.30	1	HR	\$41.00	1	HR	n/a	n/a	1	HR	\$48.10	1	HR	\$300.00	1	HR	\$1,500.00
38	Bobcat	1	HR	\$85.00	1	HR	\$125.00	1	HR	\$32.50	1	HR	\$14.00	1	HR	\$55.00	\$52.25	1	HR	\$31.86	1	HR	\$100.00	1	HR	\$500.00
39	Compaction Machine for Pads	1	HR	\$55.00	1	HR	\$55.00	1	HR	\$38.00	1	HR	\$38.00	1	HR	\$30.00	\$28.50	1	HR	\$37.90	1	HR	\$50.00	1	HR	\$10.00

Preference application

5% veteran preference applies to unit price

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STAFF REPORT REGULAR MEETING

AGENDA DATE: August 20, 2024

DEPARTMENT: City Clerk

TITLE:

Ordinance No. 2024-12 - First Reading - amending the Oath of Candidate form

SUMMARY:

The Ordinance will amend the City's Oath of Candidate form, required by individuals to qualify as candidates, to include language that closely resembles the State's Division of Election's Form 25 – *Candidate Oath- Nonpartisan Office*.

BACKGROUND AND JUSTIFICATION:

For years the City has used its own Oath of Candidate form, which contains verbiage unique to the City such as candidates qualifying under the City's Charter. For this reason, the City has not adopted the State's Division of Election's form but has chosen to amend its Oath from time to time.

The purpose of this ordinance is to amend Section 2.15 of the Code of Ordinance to add a provision for the six month residency requirement from the City's Charter and update the pronouns on the form.

MOTION:

Move to approve/disapprove Ordinance 2024-12 on first reading and schedule the second reading and public hearing for September 3, 2024.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2024-12
Current Oath form

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ORDINANCE 2024-12 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “ELECTIONS,” SECTION 2-15 “OATHS REQUIRED OF CANDIDATE,” TO CLARIFY THE REQUIREMENTS TO QUALIFY FOR ELECTION; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City Commission desires to clarify Section 2-15 of the City’s Code of Ordinances, which generally requires that candidates for elected office within the City sign an oath that they qualify for office to specifically include language regarding such qualification; and

WHEREAS, the City Commission finds and declares that this Ordinance is appropriate and is in the best interest of the health, safety, and welfare of the City, its residents, and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1: The foregoing “WHEREAS” clauses are incorporated into this Ordinance as true and correct findings of the City Commission.

Section 2: Chapter 2 “Administration,” Article II “Elections,” section 2-15 “Oaths required of candidate,” is hereby amended as follows (deletions in ~~striketrough~~ text and additions in underline text):

Section 2-15. – Oaths required of candidate.

At the time any person shall seek to qualify as a candidate for any elective office of the city he/she/they shall first take and subscribe the following oath:

OATH OF CANDIDATE

State of Florida
County of Palm Beach

Before me, an officer authorized to administer oaths, personally appeared

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT)
name may not be changed after the end of qualifying

who, being sworn, says that he/she/they is a candidate for office of _____; that he/she/they is a qualified elector of Palm Beach County, Florida; that he/she/they is qualified under the Charter of the City of Lake Worth Beach and the Constitution and laws of Florida to hold the office to which he/she/they desires to be nominated or elected as he/she/they has for a period of at least six (6) months immediately preceding the first day of qualifying for such

54 office established a fixed habitation or primary abode at the address below which is in District
55 _____ within the City of Lake Worth Beach and he/she/they intends to reside at that address
56 indefinitely; that he/she/they has not violated any of the laws of the State relating to elections
57 or the registration of electors; that he/she/they has qualified for no other public office in the
58 state, the term of which office or any part thereof runs concurrent to the office he/she/they seeks;
59 that he/she/they has resigned from any office from which he/she/they is required to resign
60 pursuant to section 99.012, Florida Statutes, and section 2-21, City of Lake Worth Beach Code
61 of Ordinances.

62 _____
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65 Signature of Candidate
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69 Street Address City State Zipcode
70
71

72 Candidate's Florida Voter Registration Number (located on your voter information card) _____
73
74

75 Please print name phonetically on the line below as you wish it to be pronounced on the audio
76 ballot for persons with disabilities
77
78
79 _____
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81
82 The above Oath of Candidate is sworn to (or affirmed) and subscribed before me by means of
83 physical presence this _____ day of _____, 20____, at Palm Beach County,
84 Florida.

85
86 Personally Known: _____ or
87 Produced Identification: _____
88 Type of Identification Produced: _____
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90
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92 _____
93 Signature of Notary Public-State of Florida
94 Print, Type or Stamp Commissioned Name of Notary Public
95

96 **Section 3:** Severability. If any section, subsection, sentence, clause, phrase or portion
97 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
98 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
99 such holding shall not affect the validity of the remaining portions thereof.

100
101 **Section 4:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
102 herewith are hereby repealed to the extent of such conflict.
103

104 **Section 5:** Codification. The sections of the ordinance may be made a part of the City
105 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
106 the word "ordinance" may be changed to "section", "division", or any other appropriate word.

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Section 6: Effective Date. This ordinance shall become effective 10 days after passage.

The passage of this ordinance on first reading was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Mimi May
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the _____ day of _____, 2024.

The passage of this ordinance on second reading was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Mimi May
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

OATH OF CANDIDATE

Before me, an officer authorized to administer oaths, personally appeared

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT)

who, being sworn, says that he/she is a candidate for office of _____; that he/she/they is a qualified elector of Palm Beach County, Florida; that he/she is qualified under the Charter of the City of Lake Worth Beach, and the Constitution and laws of Florida to hold the office to which he/she/they desires to be nominated or elected; that he/she has not violated any of the laws of the State relating to elections or the registration of electors; that he/she/they has qualified for no other public office in the state, the term of which office or any part thereof runs concurrent to the office he/she/they seeks; that he/she/they has resigned from any office from which he/she/they is required to resign pursuant to Section 99.012, Florida Statutes, and Section 2-21, City of Lake Worth Beach Code of Ordinances.

Signature of Candidate

Street Address City State Zip Code

Candidate's Florida Voter Registration Number (located on your voter information card) _____

Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities

The above Oath of Candidate is sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, at Palm Beach County, Florida.

Personally Known: _____ or
Produced Identification: _____
Type of Identification Produced:

Signature of Notary Public-State of Florida
Print, Type or Stamp Commissioned Name of Notary Public