



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 05, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Kimberly Stokes

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation by Carolyn Beisner, Senior Environment Analyst at Palm Beach County Board of County Commissioners regarding the mangrove pod project
- B. Oceanfront EKO Park: Fun, Education, and guiding humanity towards a safe future with EKOTECTURE Presentation by Jill Karlin
- C. Proclamation declaring July 2022 as Parks and Recreation Month

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - June 7, 2022](#)
- B. [Special Meeting - June 11, 2022](#)
- C. [Pre-Agenda Work Session - June 15, 2022](#)
- D. [Special Meeting - June 21, 2022](#)

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

- A. [Proposed Settlement of Pending Personal Injury Litigation with Leigh Shinohara](#)
- B. [Commercial Driver's License Memorandum of Understanding Ratification for the Public Employees Union \(PEU\) Collective Bargaining Agreement.](#)

UNFINISHED BUSINESS:

- A. [Resolution No. 32-2022 – Support for Additional Traffic Calming Measures on Federal Highway](#)

NEW BUSINESS:

- A. [Construction Contract with Lambert Brothers, Inc.](#)
- B. [Task Order #3 to the Professional Service Agreement with CPZ Architects, Inc.](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

July 13 - pre-agenda work session
July 16 - regular meeting
July 26 - utility meeting
July 27 - pre-agenda work session

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). 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
REGULAR CITY COMMISSION MEETING
CASINO BALLROOM
TUESDAY, JUNE 7, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:07 PM in the Casino Ballroom located at 10 S Ocean Blvd., Lake Worth Beach, Florida.

ROLL CALL: (8:25) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (8:51) led by Vice Mayor Christopher McVoy.

PLEDGE OF ALLEGIANCE: (9:29) led by Commissioner Kimberly Stokes.

ADDITIONS/DELETIONS/REORDERING (9:48)

Resolution No. 35-2022 modifying the definition of annual debt service has been added to the Consent Agenda as item B. Under upcoming meetings, tomorrow's pre-agenda work session has been rescheduled to June 15.

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

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

PRESENTATIONS: (11:01) (there is no public comment on Presentation items)

A. Proclamation declaring June 2022 as PTSD Awareness Month (11:08)

B. Proclamation declaring June 19, 2022 as Juneteenth Day (13:45)

C. Proclamation declaring June 6-10, 2022 as Code Enforcement Week (15:38)

COMMISSION LIAISON REPORTS AND COMMENTS: (17:54)

CITY MANAGER'S REPORT:

City Manager Davis did not provide a report.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (21:19)

APPROVAL OF MINUTES: (22:28)

- Action:** Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the following minutes:
- A. Regular Meeting - May 3, 2022
 - B. Work Session - May 9, 2022
 - C. Pre-Agenda work session - May 11, 2022

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

CONSENT AGENDA: (22:42)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the Consent Agenda:

- A. Legal Agreement with GreenbergTraurig to serve as third-party negotiators for the Gulfstream Hotel Project
- B. (added) Resolution No. 35-2022 – amending the definition of annual debt service

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

NEW BUSINESS: (23:00)

- A. Ordinance No. 2022-09 – First Reading – amending the City’s Official Zoning Map by approving the creation of a Mixed Use Urban Planned Development (The Gulfstream Hotel) located primarily at 1 Lake Avenue

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-09 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1 LAKE AVENUE, 11 LAKE AVENUE, 12 S. LAKESIDE DRIVE, 14 S. LAKESIDE DR., 20 S. LAKESIDE DRIVE, 22 S. LAKESIDE DRIVE, AND 24 S. LAKESIDE DRIVE TO RENOVATE AN EXISTING 59,100 SQUARE FEET HOTEL BUILDING (90 HOTEL ROOMS), CONSTRUCT A REAR ADDITION OF 4,700 SQUARE FEET, AND CONSTRUCT A NEW MIXED-USE (HOTEL & MULTI-FAMILY) BUILDING WITH +/- 164,985 SQUARE FEET, INCLUDING A MAXIMUM OF 85 RESIDENTIAL UNITS, 50 NEW HOTEL ROOMS AND A PARKING GARAGE (283 SPACES) AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE DOWNTOWN (DT) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF DOWNTOWN MIXED USE (DMU) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY,

INTENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A MIXED USE URBAN PLANNED DEVELOPMENT IN EXCESS OF 7,500 SQUARE FEET; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

The meeting recessed at 8:08 PM and reconvened at 8:20 PM.

Action: Motion made by Commissioner Malega to call the question. Motion failed for lack of a second.

Action: Motion made by Mayor Resch (who passed the gavel) and seconded by Commissioner Malega to approve Ordinance No. 2022-09 first reading and set the second reading and public hearing for June 21, 2022. (2:57:20)

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

June 8 - pre-agenda work session @ 9 AM – rescheduled to June 5
June 11 - special meeting @ 10 AM (advisory board interviews)
June 16 - Mayor's State of the City address @ 6 PM
June 21 - regular meeting @ 6 PM

Draft Agenda - June 21, 2022

ADJOURNMENT: (2:58:17)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 8:57 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved July 5, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – ADVISORY BOARD INTERVIEWS
CITY HALL COMMISSION CHAMBER
SATURDAY, JUNE 11, 2022 - 10:00 AM**

The meeting was called to order by Mayor Resch on the above date at 10:08 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:31) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne.

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

NEW BUSINESS:

- A. Advisory Board interviews (2:34)
 - 1. Historic Resources Preservation Board (HRPB) (2:38)
 - a. Nadine Hertz (19:56)
 - b. Jill Karlin (3:09)
 - c. Ricardo Martin (31:32)
 - d. Anthony Segrich (39:47)

The meeting recessed at 11:04 AM and reconvened at 11:11 AM

- e. Daniel Walesky (1:21:54)

Action: Consensus to revisit the HRPB ordinance regarding the board requirements and make up of members with disciplines/citizens-at-large.

- 2. Planning & Zoning Board (1:03:15)
 - a. Alexander Cull (1:04:08)
 - b. Anthony Marotta (1:13:08)
 - c. Susan Mason (1:27:10)
 - d. Greg Rice (1:33:42)
 - e. Evelin Urcuyo (1:43:18)
 - 3. Community Redevelopment Board (1:49:07)
 - a. Andrew Bartlett (1:50:03)
 - b. Matthew Constantine (1:59:20)
 - c. Anne Fairfax (2:04:55)
 - d. Donna Kerner (2:13:25)
 - e. Wayne Lewis (2:20:42)

- f. Jae Kanella Markis (2:25:24)

The meeting recessed at 12:41 PM and reconvened at 12:46 PM.

- g. Theodore McMorrough (2:38:55)
- h. Daniel Morgan (2:42:50)
- i. Greg Richter (2:52:08)
- j. Richard Stowe (2:57:29)
- k. Brent Whitfield (3:02:15)

The meeting recessed at 1:30 PM and reconvened at 2:05 PM.

- 4. C-51 Canal Advisory Board (3:57:55)
 - a. Emily Billings (3:58:18)
 - b. Gael Silverblatt (4:05:02)
- 5. City Tree Board (4:11:10)
 - a. Diane Brown (4:11:18)
 - b. Giovanna Dominguez Timor (4:13:44)
 - c. Erika Gettig (4:21:26)
 - d. Ginny Powell (4:25:04)
- 6. Construction Board of Adjustments & Appeals (4:32:23)
 - a. Thomas Forlenza (4:32:46)
 - b. Mark Szafaryn (4:35:37)
- 7. Electric Utility Advisory Board (4:41:08)
 - a. Eric Jeffers (4:41:12)
 - b. Ramsay Stevens (4:47:57)
- 8. Finance Advisory Board (5:56:47)
 - a. Anthony Gallegos (5:57:46)
- 9. Firefighter's Pension Board
- 10. Library Advisory Board (5:06:34)
 - a. Emily Abbott (5:06:49)
 - b. Mary Lindsey (5:09:55)
- 11. Police Retirement System
- 12. Recreation Advisory Board (5:20:06)
 - a. Danielle Hartman (5:20:09)
 - b. Tiffany Kapner (5:22:25)

ADJOURNMENT: (5:32:26)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 3:41 PM.

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

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes approved July 5, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, JUNE 15, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:04 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:34) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

UPDATES / FUTURE ACTION / DIRECTION

Action: Consensus for Lourdes M. Figueroa, the PBSO Victim Advocate, make a presentation at a commission meeting. (12:50)

Action: Consensus to interview the people who had extenuating circumstances for the advisory boards at a special meeting on June 21 at 5:30 PM. (23:26)

Action: Consensus for each commissioner to contribute \$2,000 from their discretionary fund to pay for a kitchenette for the library for events. (28:52)

Action: Consensus to send a letter of support to PBC in favor of having a referendum regarding a general obligation bond for environmental and water projects and to have information about the issue on the website if permitted. (38:18)

ADJOURNMENT: (56:58)

The meeting adjourned at 10:02 AM.

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: July 5, 2022

Betty Resch, Mayor

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – ADVISORY BOARD INTERVIEWS
CASINO BALLROOM
TUESDAY, JUNE 21, 2022 – 5:30 PM**

The meeting was called to order by Mayor Resch on the above date at 5:38 PM in the Casino Ballroom located at 10 S. Ocean Blvd., Lake Worth Beach, Florida.

ROLL CALL: (9:18) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy (arrived at 5:39 PM) and Commissioners Sarah Malega (via Zoom) and Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne. Commissioner Kimberly Stokes was absent.

UNFINISHED BUSINESS: (10:05)

A. Advisory Board interviews (10:34)

1. Edmund Deveaux (11:15)
2. Tricia Hallison-Mischler (21:37)
3. Lonney Moral (24:20)

ADJOURNMENT: (26:38)

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to adjourn the meeting at 5:56 PM.

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

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes approved July 5, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 5, 2022

DEPARTMENT: City Attorney

TITLE:

Proposed Settlement of Pending Personal Injury Litigation with Leigh Shinohara

SUMMARY:

The proposed settlement will conclude the pending litigation with Leigh Shinohara regarding a personal injury claim for \$115,000 in exchange for a general release of the City.

BACKGROUND AND JUSTIFICATION:

The proposed settlement is to conclude the pending personal injury litigation filed against the City by the Plaintiff Leigh Shinohara. The case arose out of a trip and fall that occurred on October 20, 2019 on a sidewalk located at 230 Cornell Drive in the City of Lake Worth Beach. The Plaintiff was walking her dog that evening and did not notice a two-inch discrepancy between two sidewalk pieces. As a result, she suffered a fracture of the right radius and underwent corrective surgery after it healed incorrectly. Plaintiff alleged that the City failed to maintain the sidewalk in a reasonably safe condition, to correct a dangerous condition, to warn of a dangerous condition and the condition was known to or should have been known to the City. The medical bills incurred due to the Plaintiff's treatment total over \$80,000, all of which are outstanding as she did not have health insurance. This case recently went to mediation. Throughout the case, Plaintiff demanded the \$200,000 sovereign immunity cap to settle arguing liability, medical bills incurred, and the recommendations from her provider that future surgery would be necessary. The settlement is inclusive of attorney's fees and costs and will result in a general release of the City from the Plaintiff. The sidewalk at issue was repaired shortly after this incident as part of the neighborhood roadway improvement program.

MOTION:

Motion to approve/disapprove Settlement of Pending Personal Injury Litigation with Leigh Shinohara for \$115,000 in exchange for a general release of the City.

ATTACHMENTS:

Fiscal Analysis

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 5, 2022

DEPARTMENT: Human Resources

TITLE:

CDL – MOU Ratification for the Public Employees Union Collective Bargaining Agreement

SUMMARY:

This is a ratification of the Memorandum of Understanding (MOU) for employees who hold a Commercial Driver's License under the Public Employees Union (PEU) collective bargaining agreement.

BACKGROUND AND JUSTIFICATION:

The Public Employees Union ("PEU") ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach ("City") on November 30, 2021. Since the date of ratification, unprecedented staffing challenges have arisen within the Refuse department specifically relating to qualified CDL commercial drivers governed by the Department of Transportation. The City's Refuse department has utilized temporary staffing assistance from other departments within Public Works and other means to provide appropriate levels of service, the staffing challenges within the state and nationally have compounded the difficulty in recruiting qualified CDL commercial drivers. PEU recognizes the importance of providing appropriate levels of service and desires to work with the City in implementing temporary changes to address this critical need.

MOTION:

Move to approve/disapprove the ratification of the Memorandum of Understanding (MOU) for employees who hold a Commercial Driver's License under the Public Employees Union (PEU) collective bargaining agreement.

ATTACHMENTS:

Fiscal Impact – N/A
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between
The City of Lake Worth Beach
And
The Public Employees Union

WHEREAS, the Public Employees Union (“PEU”) ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach (“City”) on November 30, 2021;

WHEREAS, since the date of ratification, unprecedented staffing challenges have arisen within the Refuse department specifically relating to qualified CDL commercial drivers governed by the Department of Transportation;

WHEREAS, the City’s Refuse department has utilized temporary staffing assistance from other departments within Public Works and other means to provide appropriate levels of service, the staffing challenges within the state and nationally have compounded the difficulty in recruiting qualified CDL commercial drivers;

WHEREAS, PEU recognizes the importance of providing appropriate levels of service and desires to work with the City in implementing temporary changes to address this critical need.

NOW THEREFORE, in consideration of the mutual promises, the PEU and City agree to the following notwithstanding any contrary provisions in the collective bargaining agreement, City policies, or job descriptions:

- A. To incentivize becoming a CDL commercial driver, from the date of ratification of this MOU by both parties until September 30, 2024:
 1. Employees in the classification of Refuse Collector may apply for the position of Equipment Operator 2 without meeting the minimum requirement of holding a current State of Florida CDL Class B license.
 2. Refuse Collectors who are selected for the Equipment Operator 2 position shall temporarily remain in the Refuse Collector position and must obtain a valid State of Florida CDL Class B license within six (6) months of selection for the Equipment Operator 2 position. Upon obtaining the CDL, the promotion to Equipment Operator 2 shall become effective.
 3. Refuse Collectors who are selected for the Equipment Operator 2 position will be provided one (1) opportunity during the six (6) month period to attend a CDL driver school with the City selecting the school and paying for the cost of the school and the test, subject to the terms below and executing the Promissory Note attached as Exhibit A, which includes:
 - a. Attending all educational and training sessions required by the course provider;
 - b. Remaining employed by the City for one (1) calendar year after obtaining the CDL license to avoid repayment of the cost of the class and test. If a Refuse Collector selected for Equipment Operator 2 pending obtaining a CDL license under these provisions does not obtain the CDL license within six (6) months, the employee shall remain a Refuse Collector and the employee shall nevertheless be required to remain in the City’s employment for one (1) calendar year after the date of the test to avoid repayment.
 4. Any coursework or training that occurs during the work day, up to a maximum of three (3) hours per week, shall be considered work time within the task schedule. Any coursework or training that

occurs in excess of three (3) hours during the workweek is not considered work time and shall be scheduled when the employee is off-duty or the employee may use vacation leave upon approval of the supervisor.

5. External candidates who do not have the required CDL license at the time of application or hire will be hired initially as a Refuse Collector and will similarly be provided six (6) months to obtain a valid State of Florida CDL Class B license and shall be subject to the terms of Paragraphs 3, 4 and Exhibit A of this Memorandum of Understanding. However, such external candidates who do not obtain the CDL license within the six (6) months may be terminated if they are not selected to remain a Refuse Collector in the City's sole discretion. The external candidates within their probationary period are not eligible to utilize the grievance procedure or arbitration to challenge the City's decision.

B. To incentivize employees within Public Works to temporarily assist when staffing shortages occur in the Refuse department, from the date of ratification of this MOU by both parties until September 30, 2024:

1. PEU employees within Public Works who would not otherwise receive a temporary increase in pay to assume the role of Refuse Worker, Equipment Operator 2, or Equipment Operator 3 for any period of time, shall receive a 5% increase in base pay for all hours worked in the position of Refuse Worker, Equipment Operator 2, or Equipment Operator 3.


C. This MOU shall automatically expire at midnight on September 30, 2024.

This Memorandum of Understanding was ratified by the PEU membership on _____, 2022 and by the City Commission on _____, 2022.

CITY OF LAKE WORTH BEACH:

PUBLIC EMPLOYEES UNION:

By: _____
Betty C. Resch
Mayor of the City of Lake Worth Beach

By: 
Henry Santana, PEU/PMSA
Administrative Organizer and Chief Negotiator


By: 
Evanna Stephenson, PEU/PMSA
Lead Delegate

EXHIBIT A
PROMISSORY NOTE
Lake Worth Beach, Florida

Employee Name: _____ **Date:** _____

By signing I agree to the following:

I have read, understand, and agree to comply with the provisions of the Memorandum of Understanding relating to the paid CDL course.

I also understand that if I voluntarily or involuntarily separate from the employment for any reason other than reduction in force or due to circumstances beyond my control within one (1) year of receipt of the CDL license or of taking the last test, whichever is later, the agreed amount of the cost of the CDL course and test will be considered only a loan. Accordingly, I will be required to reimburse the CDL course and test expense in full prior to my last date of employment, or through such other collection means as the City deems appropriate.

As such, I hereby give the City of Lake Worth Beach ("City" or "Holder") an express lien on all salaries, wages and other sums payable to me by the City for the purpose of securing the City for the payment of any amount which may become due from me and have executed this promissory note for amounts due if the cost is to be considered only a loan. I further hereby authorize the City to deduct said amount from any sums payable to me for salaries, wages, accrued leave balances, and expense reimbursement or otherwise. Moreover, I specifically authorize the City to retain sums payable to me in the form of salaries, wages and other sums on or before issuance of my final paycheck.

If the terms of the MOU are not fulfilled by the employee, the undersigned employee (referred to as "Maker") promises to pay to the order of the City of Lake Worth Beach, Florida (referred to as "Holder") the principal sum _____ and 00/100 Dollars (\$xxx.xx), together with interest thereon at a rate equal to zero percent (0%) per annum, with all outstanding principal and interest thereon due and payable in full in accordance with the terms of this Note on or before
(the "Maturity Date"), not to exceed one (1) year from the date of separation.

Principal and interest shall be payable in lawful money of the United States of America and in such place as Holder may designate in writing on the following dates and in the following Manner:

If any payment hereunder is not received at the following address: City of Lake Worth Beach, 7 North Dixie Highway, Lake Worth Beach FL, 33460, within three (3) days after it is due, Makers shall pay to Holder a late charge equal to five percent (5%) of the late payment.

If default be made in the payment of any sums or interest mentioned herein within five (5) days next after the same becomes due, or in the performance of any of the agreements contained herein, or in the said Agreement, then the entire outstanding principal sum and accrued interest shall at the option of the Holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The Maker agrees to pay the Holder hereof reasonable attorneys' fees and costs incurred by counsel employed to collect this Note, whether or not suit be brought, and whether incurred in collection, trial, appeal, post judgment proceedings, bankruptcy proceedings or otherwise, and to indemnify and hold Holder harmless against liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any, but not including the Holder's obligation to pay state or federal income taxes arising out of its receipt of income from this loan), which may be determined to be payable with respect to this transaction.

The remedies of Holder as provided herein and in any other documents governing or securing the repayment hereof, shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be effective, unless set forth in a written document executed by Holder, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to any subsequent event.

The correct legal address of the Maker of this Note is _____, and is the address to be used for any legal notice. The Maker agrees to inform the Holder of any changes of this address in writing within ten (10) business days of such change.

The Maker and endorser waives presentment, protest, notice of protest and notice of dishonor.

This Note shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding on the heirs,

personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has duly executed this Note, under seal, as of the day and year first above written.

EMPLOYEE SIGNATURE (MAKER)

DATE

Certificate of Acknowledgment of Notary Public

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by _____.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXECUTIVE BRIEF WORK SESSION

AGENDA DATE: July 5, 2022

DEPARTMENT: Public Works

TITLE:

Resolution No. 32-2022 – Support for Additional Traffic Calming Measures on Federal Highway

SUMMARY:

There have been many conversations about Federal Highway at the Commission, staff, and resident level for the past few years. Based on discussion regarding the upcoming FDOT projects at the May 9, 2022 City Commission work session, Resolution No. 32-2022 is being brought forward.

BACKGROUND AND JUSTIFICATION:

Last year at the September 21, 2022 regular City Commission meeting, Public Works brought forth an agenda item for the joint funding of a Federal Highway traffic study with the Palm Beach County Transportation Planning Agency (TPA). The background for this study involved two upcoming Florida Department of Transportation (FDOT) Resurfacing Restoration & Rehabilitation (RRR) projects:

- 10th Ave South to 6th Ave North in 2024
- 6th Ave North to Arlington Rd in 2025

In previous City meetings, traffic concerns and possible calming measures have been discussed and Public Works as been adamant in requesting additional traffic calming measures on Federal Highway including:

- Addressing the inconsistent speed limit between the City's northern and southern borders
- Creation of a vertical deflection by raising the existing signalized pedestrian crosswalk adjacent to Sacred Heart School between 4th Ave North and 5th Ave North (would be one of the first on a State road)
- Creation of a vertical deflection by the addition of a raised pedestrian crosswalk east of South Grade Elementary in the vicinity of 7th Ave South to 8th Ave South OR 8th Ave South to 9th Ave South (per FDOT, creating a raised intersection at 7th Ave South is a possibility – also would be one of the first on a State road)
- Use of Rectangular Rapid-Flashing Beacons (RRFB), which the City has recently received approval to utilize from the Federal Highway Administration (letter included in backup material)

The four options mentioned above are currently in discussion on this state project. Resolution No. 32-2022 is an endorsement of the aforementioned traffic calming measures. While FDOT reviewed the aforementioned joint study submitted by the City/TPA and determined mini roundabouts were not the appropriate speed management technique in this particular corridor, they did review the suggestions raised at the 5/09/22 Commission Work Session such as narrowing the roadway with striping, narrowing the roadway by relocating the curbs, the addition

of landscaping to give the appearance of narrowing, horizontal shifting, and the addition of a bike lane. Unfortunately, it was determined that due to the right-of-way width these measures are not feasible. FDOT is, however, currently researching another topic of discussion from that May meeting. The elimination of the center turn lane north of Lucerne and the east/west access impacts are being analyzed. Being that this effort is in the data collection phase and no answer is available at the moment, it stands independent of the aforementioned traffic calming measures.

Resolution No. 32-2022 also directs the Public Works Director or designee to coordinate with FDOT on all upcoming roadway projects within the City limits to ensure appropriate detours are in place to best accommodate traffic flows and reduce to the extent practical negative impact on neighborhoods. This direction will help to further the coordination process with FDOT and provide localized knowledge to all detour considerations.

DIRECTION:

Move to approve/disapprove Resolution 32-2022 - Support for Additional Traffic Calming Measures on Federal Highway.

ATTACHMENT(S):

Resolution No. 32-2022

RESOLUTION NO. 32-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, IN SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION INCLUDING ADDITIONAL TRAFFIC CALMING MEASURES ON FEDERAL HIGHWAY (PROJECT NUMBER 4461731); PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach City Commission has consistently supported projects and traffic calming methods that enhance pedestrian and bicyclist safety on highly traveled City roadways as well as within the neighborhoods; and

WHEREAS, discussion at the May 9, 2022 public City Commission work session illustrated unanimous support for traffic calming on the Federal Highway corridor; and

WHEREAS, City staff has worked collaboratively with the Florida Department of Transportation (FDOT) on all upcoming roadway projects within the City limits to ensure the best possible and most beneficial outcome for residents and visitors; and

WHEREAS, to further facilitate the collaboration with FDOT, the Public Works Director or designee is directed to coordinate with FDOT on all upcoming roadway projects within the City limits to ensure appropriate detours are in place to best accommodate traffic flows and reasonably reduce (to the extent possible) negative impact on neighborhoods; and

WHEREAS, FDOT has multiple upcoming projects within the City limits including project number 4461731 on Federal Highway from 10th Avenue South to 6th Avenue North; and

WHEREAS, the City desires additional traffic calming measures on Federal Highway and expresses its support for additional traffic calming measures to be included in FDOT's project number 4461731 including, but not be limited to:

1. Addressing the inconsistent speed limit between the City's northern and southern borders;
2. Creation of a vertical deflection by raising the existing signalized pedestrian crosswalk adjacent to Sacred Heart School between 4th Ave North and 5th Ave North;
3. Creation of a vertical deflection by the addition of a raised pedestrian crosswalk east of South Grade Elementary in the vicinity of 7th Ave South to 8th Ave South OR 8th Ave South to 9th Ave South (or alternatively, creating a raised intersection at 7th Ave South); and,
4. Use of Rectangular Rapid-Flashing Beacons (RRFB), which the City has recently received approval to utilize from the Federal Highway Administration.

WHEREAS, the City Commission has determined that supporting the aforementioned additional traffic calming measures on Federal Highway is in the best interests of the public health, safety, and welfare and that this Resolution serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2: The City Commission of the City of Lake Worth Beach supports FDOT's inclusion of additional traffic calming measures in FDOT project number 4461731 on Federal Highway from 10th Avenue South to 6th Avenue North.

Section 3: The Public Works Director or designee shall have the authority and responsibility to coordinate with FDOT on all upcoming roadway projects within the City limits and determine on the City's behalf the appropriate detours to best accommodate traffic flows and reasonably reduce negative impact on neighborhoods.

Section 4: Upon adoption of this Resolution, one copy shall be forwarded to the Public Works Director as well as to FDOT. The fully executed original shall be maintained by the City Clerk as public record of the City.

Section 5: This Resolution shall become effective immediately upon its adoption.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the 5th day of July, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



LAKE WORTH BEACH

Public WorksSM



Florida Department of Transportation



LAKE WORTH BEACH

**Public
Works**SM

State Road 5 / US 1



Financial Project Identification Number: 446173-1-52-01

Project Limits: South of 10th Ave South to 6th Ave North

Work Mix: Resurfacing, Restoration, & Rehabilitation (RRR)

Initial Engineering Submittal (30%): May 16, 2022

Constructability Submittal (60%): October 11, 2022

Biddability Submittal (90%): April 6, 2023

Production (100% Plans): August 7, 2023

Letting Date: December 1, 2023

Construction NTP: March 5, 2024



LAKE WORTH BEACH

**Public
Works**SM

State Road 5 / US 1



Financial Project Identification Number: 447660-1

Project Limits: 6th Ave North to Arlington Rd

Work Mix: Resurfacing, Restoration, & Rehabilitation (RRR)

Initial Engineering Submittal (30%): January 12, 2023

Constructability Submittal (60%): July 28, 2023

Biddability Submittal (90%): February 9, 2024

Production (100% Plans): June 3, 2024

Letting Date: October 4, 2024

Construction NTP: January 7, 2025



LAKE WORTH BEACH

**Public
Works**SM

State Road 5 / US 1



Project Overview:

- **1.298 miles of milling & resurfacing along Federal Hwy**
- **ADA Improvements within project limits (correction of sub-standard curb ramps, replacement of old detectable warning domes)**
- **Installation of pedestrian countdown signal features & video detection @ crosswalks**
- **Upgraded signing & pavement markings**
- **Drainage improvements**
- **Signalization upgrades**
- **Lighting retrofit at four intersections**
- **Traffic calming features**
- **Proposed RRFB utilization (Rectangular Rapid Flashing Beacon)**



LAKE WORTH BEACH
Public WorksSM

State Road 5 / US 1



BEGIN PROJECT
 FPID: 446173-1

PROPOSED MARKED CROSSWALK
 WITH RRFB AT 8TH AVE S

RAISED INTERSECTION
 AT 7TH AVE S

EXISTING SIGNALIZED
 INTERSECTION AT 6TH AVE S

EXISTING SIGNALIZED MID BLOCK
 CROSSWALK BETWEEN 4TH AVE N
 AND 5TH AVE N

PROPOSED MARKED CROSSWALK
 WITH RRFB AT 3RD AVE N

EXISTING SIGNALIZED
 INTERSECTION AT 2ND AVE N

END PROJECT
 FPID: 446173-1



LAKE WORTH BEACH

Public WorksSM

State Road 5 / US 1





LAKE WORTH BEACH
Public WorksSM

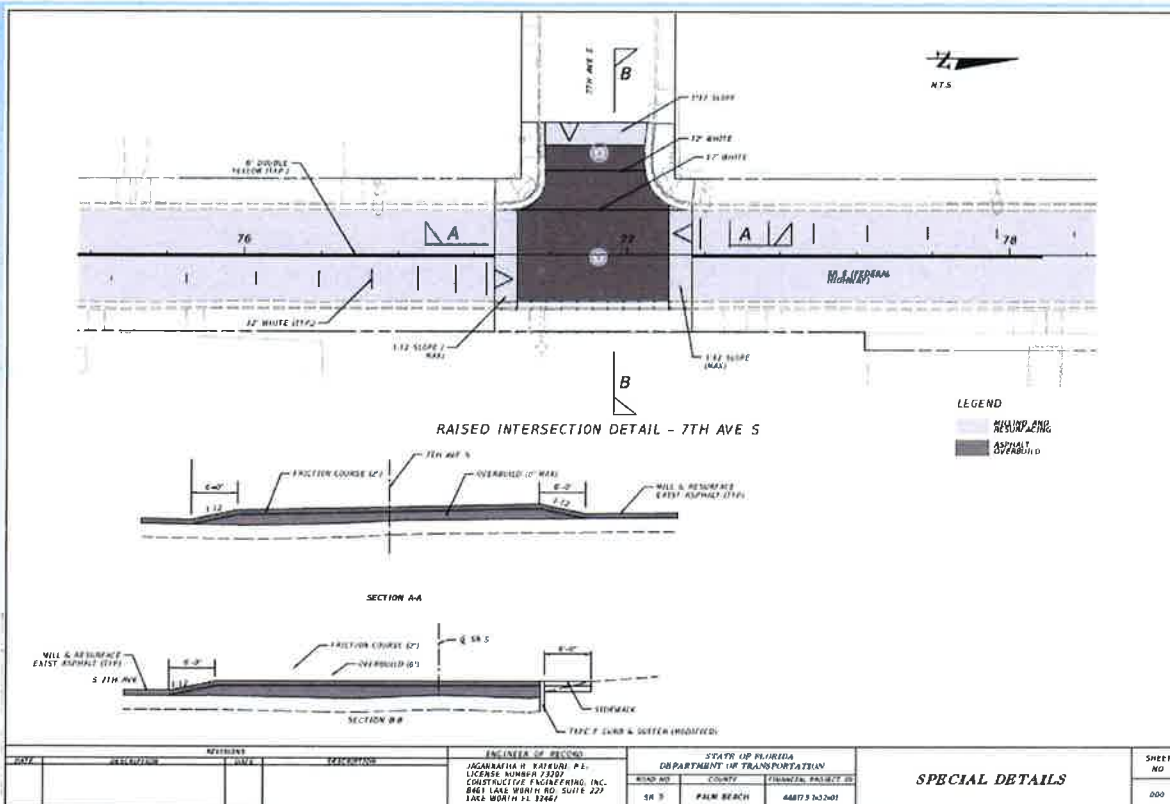
State Road 5 / US 1





LAKE WORTH BEACH
Public WorksSM

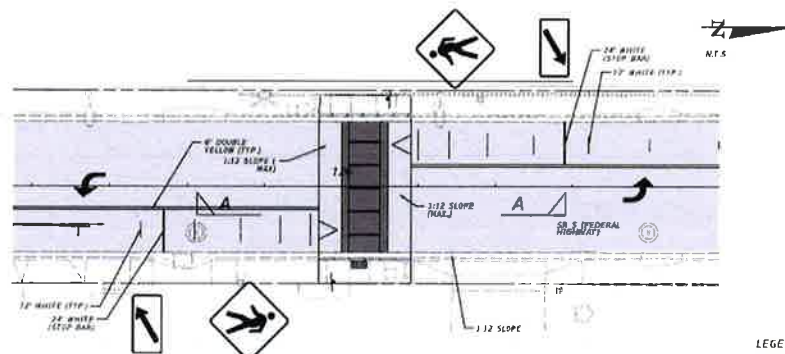
State Road 5 / US 1





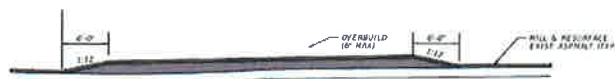
LAKE WORTH BEACH
Public WorksSM

State Road 5 / US 1



SIGNALIZED RAISED CROSSWALK DETAIL -
 BETWEEN 4TH AVE N AND 5TH AVE N

LEGEND
 MILLING AND REFINISHING



SECTION AA

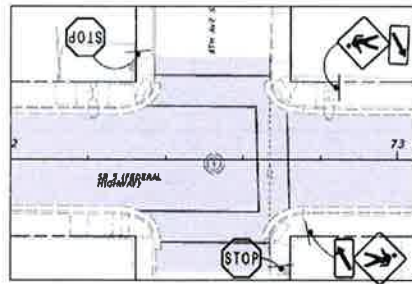
DATE	REVISION	DESCRIPTION	ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO
			JAGANNATHA R. KATEJURI, P.E. LICENSE NUMBER 33007 CONSTRUCTIVE ENGINEERING INC. 8465 LAKE WORTH RD. SUITE 227 LAKE WORTH FL 33467	ROAD NO.	COUNTY	PROJECT / DRAWING NUMBER	
				SR 3	PALM BEACH	44073 002401	000

SPECIAL DETAILS (2)

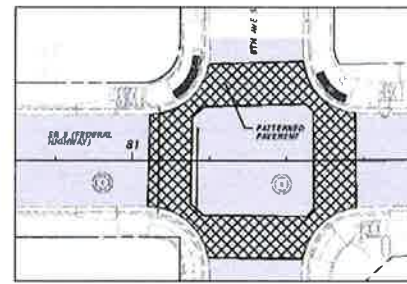


LAKE WORTH BEACH
Public WorksSM

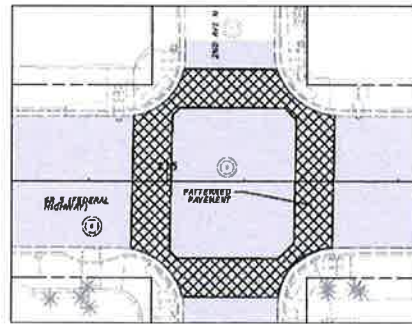
State Road 5 / US 1



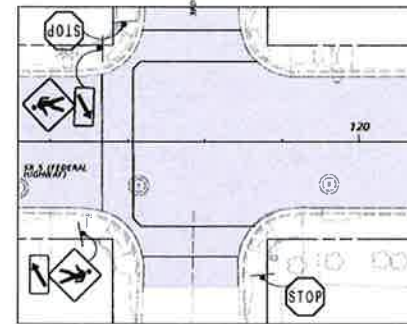
PROPOSED MARKED CROSSWALK AT 8TH AVE S
 (WITH RAPID RECTANGULAR FLASHING BEACON)



EXISTING SIGNALIZED INTERSECTION
 AT 6TH AVE S



EXISTING SIGNALIZED INTERSECTION
 AT 2ND AVE N



PROPOSED MARKED CROSSWALK AT 3RD AVE N
 (WITH RAPID RECTANGULAR FLASHING BEACON)

LEGEND
 EXISTING AND PROPOSED PAVEMENT
 PATTERNED PAVEMENT

REVISIONS		DATE		DESCRIPTION		ENGINEER OF RECORD		STATE OF FLORIDA		SHEET NO.
NO.	DATE	BY	DATE	DESCRIPTION	JACARATHA R. BATEL, P.E.	DEPARTMENT OF TRANSPORTATION		SPECIAL DETAILS (3)		
LICENSE NUMBER 7307 CONSULTING ENGINEERING, INC. 8457 LAKE WORTH RD, SUITE 227 LAKE WORTH, FL 33467						ROAD NO.	COUNTY	TRIMMED (SCALE)		
						SR 5	PALM BEACH	6407'S 1:42-03		



LAKE WORTH BEACH

Public WorksSM

State Road 5 / US 1



TRAFFIC CONTROL GENERAL NOTES

1. THE EXISTING REGULATORY SPEED LIMIT IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE REGULATORY SPEED LIMIT VARIES FROM 25 MPH TO 35 MPH AT SR 5 (NB AND SB).
2. A LANE MAY BE CLOSED ONLY DURING ACTIVE WORK PERIODS. SIGNALIZED LANE CLOSURES ARE NOT ALLOWED BETWEEN THE HOURS OF 6:00 AM TO 10:00 PM WITHIN 500 FEET OF A SIGNALIZED INTERSECTION. LANE CLOSURES ARE ALSO PROHIBITED ON SPECIAL EVENT DAYS.
3. TEMPORARY REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED ON STRUCTURAL FRICTION OR RESURFACED PAVEMENT LAYERS AT THE END OF EACH DAY IN ADDITION TO TEMPORARY STRIPING.
4. AN ACCESSIBLE PATH OR DETOUR SHALL BE PROVIDED FOR ALL IMPACTED PEDESTRIAN WAYS AS PER STANDARD PLANS INDEX 102-662.
5. FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ALONG SR 5 IN BOTH NORTHBOUND AND SOUTHBOUND DIRECTIONS.

ADVANCE CONSTRUCTION NOTICE

PLACE PCMS UNITS (PCNUS) AS SHOWN ON PROJECT ADVANCE SIGNING SCHEME SHEET 14 DAYS PRIOR TO CONSTRUCTION WITH THE FOLLOWING MESSAGES.

MESSAGE 1

ROAD WORK
BEGINS

MESSAGE 2

DATE
TO
DATE

MESSAGE TO BE DISPLAYED DURING LANE CLOSURE

MESSAGE 1

LANE
CLOSED
AHEAD

MESSAGE 2

PREPARE
TO
STOP

TRAFFIC CONTROL PHASING NOTES

INSTALL ADVANCE WARNING SIGNS AS PER ADVANCE SIGNING SCHEME AND AS PER FDOT STANDARD PLANS INDEX NOS. 102-600, 102-602, 102-603, 102-615 AND 102-660.

PHASE 1

MAINTAIN TRAFFIC IN ACCORDANCE WITH THE FDOT STANDARD PLANS INDEX NOS. 102-600, 102-602 AND 102-663.

1. MILL AND RESURFACE THE EXISTING PAVEMENT ALONG SR 5 IN NORTHBOUND AND SOUTHBOUND DIRECTIONS USING FLAGGERS IN ACCORDANCE WITH STANDARD PLANS INDEX 102-603.
2. UTILIZE STANDARD PLANS INDEX 102-615 FOR MILLING AND RESURFACING OF THE INTERSECTIONS.
3. DETOUR TRAFFIC AS PER THE DETOUR PLAN TO CONSI. RAISED INTERSECTION AT 7TH AVE S.
4. DETOUR NORTHBOUND PEDESTRIAN TRAFFIC TO THE SOUTHBOUND SIDEWALK FOR RAISED INTERSECTION CONSTRUCTION AT 7TH AVE S. USE SAME DETOUR CONCEPT TO DETOUR SOUTHBOUND TRAFFIC TO NORTHBOUND FOR RAISED INTERSECTION CONSTRUCTION.
5. COMPLETE PEDESTRIAN SIGNALS, AND INSTALL CURB RAMP DETECTABLE WARNING SURFACES UTILIZING STANDARD PLANS INDEX NOS. 102-615 AND 102-660.
6. PERFORM LIGHTING WORK FOR THE PROJECT.

PHASE 2

1. PLACE PAVEMENT MARKING AND PROPOSED SIGNAGE AS PER FINAL CONFIGURATION.



LAKE WORTH BEACH

**Public
Works**SM

State Road 5 / US 1



Financial Project Identification Number: 446104-1

Project Limits: Lake Ave / Lucerne Ave from A Street to Golfview Rd

Work Mix: Resurfacing, Restoration, & Rehabilitation (RRR)

Initial Engineering Submittal (30%): October 6, 2021

Constructability Submittal (60%): May 12, 2022

Biddability Submittal (90%): November 3, 2022

Production (100% Plans): March 6, 2023

Letting Date: July 7, 2023

Construction NTP: October 4, 2023

***Public Meeting @ Osborne CC: June 8th, 3:00pm – 7:30pm**



LAKE WORTH BEACH

**Public
WorksSM**

Questions?

**LW Beach Public Works Dept.
1749 3rd Ave. South, 561.586.1720**



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 5, 2022

DEPARTMENT: Public Works

TITLE:

Construction Contract with Lambert Brothers, Inc.

SUMMARY:

The construction contract with Lambert Brothers, Inc. authorizes the vendor to furnish, fabricate and install new aluminum ADA compliant handrail for the beach boardwalk.

BACKGROUND AND JUSTIFICATION:

The existing boardwalk handrail is dilapidated and becoming too costly to repair. The existing handrail is constructed of 20 year old 4"x4" pressure treated lumber that is failing and "plastic" wood that is bowing and breaking on a regular basis presenting a liability to the City. On February 8, 2022 the City accepted bid proposals from vendors for the replacement of 820 linear feet of existing handrail with new ADA compliant aluminum handrailing. Lambert Brothers, Inc. was the lowest, most responsive and responsible bidder at a cost not to exceed \$89,400.00, which is inclusive of a \$5,000 construction allowance.

This agenda item was originally brought forward at the April 5th Commission meeting, but was not approved. Due to the current economy and increase in material cost, the new contract amount would be \$93,800.

MOTION:

Move to approve/disapprove the Construction Contract with Lambert Brothers, Inc. at a cost not to exceed \$93,800.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Construction Contract
Map

CONSTRUCTION CONTRACT
(Boardwalk railing replacement)

THIS CONSTRUCTION CONTRACT (“Contract”) is dated on the _____, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”) and **LAMBERT BROS, INC.**, a corporation authorized to do business in the State of Florida (“Contractor”).

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued an Invitation for Bid (IFB# 22-103) for the Beach Boardwalk railing replacement project (“IFB”), which IFB is not attached but incorporated by the reference into this Contract; and

WHEREAS, the City received three (3) responsive bids to the IFB; and

WHEREAS, Contractor was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the City desires to accept the Contractor’s bid in order for Contractor to replace the boardwalk railing pursuant to the terms and conditions of this Contract; and

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the City finds entering this Contract with 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. RECITALS AND WORK.

1.1 The Recitals set forth above are incorporated into this Contract as true and correct statements and incorporated herein as if set forth in the body of this Contract.

1.2 Contractor shall complete all Work as specified and indicated in the Contract Documents, as defined below and as set forth in **Exhibit “A”**. The Work is generally described as Boardwalk Railing Replacement project (“Project”).

ARTICLE 2. CONTRACT TIME.

2.1 The Work will be substantially completed within **90 calendar** days from the date of the Notice to Proceed. Final completion of the Work that includes final assembly of the railing and all punch-list items (if any) shall be within **105 calendar** days from the Notice to Proceed.

2.2 Time is of the essence under this Contract.

2.3 **LIQUIDATED DAMAGES.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. 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 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 five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1.

2.4 In the City's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the City.

ARTICLE 3. CONTRACT PRICE.

3.1 City shall pay Contractor for completion of the Work in accordance with the Contract Documents a lump sum, not to exceed amount of **Ninety Three Thousand, Eight Hundred Dollars (\$93,800)**, which shall be payable in accordance with Article 4 of this Contract. The Contract Price includes **Five Thousand Dollars (\$5,000.00)** as a contingency for unforeseen changes and additional changes requested by the City ("Contingency"). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City's Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor.

ARTICLE 4. PAYMENT PROCEDURES.

4.1 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.

4.2 Payment to the Contractor shall be made pursuant to the Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until final work completion.

4.3 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.

4.4 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.

4.5 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.

4.6 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 5. INDEMNITY AND INSURANCE.

5.1 The parties recognize that the Contractor is an independent contractor. 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, 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. 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 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.

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

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

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

ARTICLE 6. TERMINATION.

6.1 TERMINATION BY CITY: The City (through its City Manager or designee) may terminate the Contract Documents if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to prosecute the Work in a timely manner;
3. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
4. disregards or takes action contrary to any laws, ordinances, or rules, regulations orders of a public authority having jurisdiction;
5. takes action, short of declaring bankruptcy, evidencing insolvency;
6. fails or refuses to provide and/or maintain insurance or proof of insurance or the public construction bond as required by the Contract Documents; or,
7. 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 written notice and five (5) days to cure, terminate the Contract and Contract Documents and may:

1. 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,
2. finish the Work by whatever reasonable method the City may deem expedient.

The Contractor 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.

6.2 TERMINATION BY THE CITY FOR CONVENIENCE: The City may, at any time, terminate the 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:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. 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 reasonable costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of the terms and conditions set forth in this Contract, the IFB including all Project plans/drawings and issued addenda; the bid submitted by the Contractor; and any duly executed and City issued Change Orders, Work Directive Changes, Field Orders and 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: Change Orders, Work Directive Changes, Field Orders and Amendments approved and executed by the parties
Second Priority: Terms and conditions of this Contract
Third Priority: The IFB, addenda issued with the IFB, and Project plans
Fourth Priority: Contractor's Bid

7.2 Contract Administrator. Whenever the term "Contract Administrator" is used herein, it is intended to mean the City Manager or designee, for the 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 determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND SCOPE OF WORK.

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

1. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Project site ("Site"), conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to any technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.
5. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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 Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent 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 will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

8. 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

9. Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Contract Administrator is acceptable to Contractor.

10. Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

13. Contractor agrees to be solely responsible for compliance with all applicable environmental and safety laws and regulations, for any liability arising from non-compliance with the laws and 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 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).

8.2 The Project and Work includes all materials and services and other things necessary for the Contractor to complete the Project as described the Contract Documents.

8.3 The Contractor represents to the City that the Work provided under the Contract Documents shall be in accordance with accepted and established trade practices and procedures recognized in the

Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with the Contract Documents.

8.4 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under the Contract Documents. The Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

8.5 The Work shall be performed by the Contractor or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Work. All of the Contractor's personnel (and all subcontractors), shall comply with all applicable laws and regulations governing safety and security.

8.6 Should the City require additional materials or services not included in the Contract Documents, fees and payment for such work will be set forth in a separate written amendment or change order prior to any such additional materials or services being provided by the Contractor. The Contractor has no authority to approve any changes to the Contract Documents without prior written authorization from the City's Contract Administrator.

8.7 The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission or funds otherwise being available to pay the Contractor. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new purchase order for the remaining approved goods and/or services but the terms of such purchase order shall not apply; the Contract Documents shall control.

ARTICLE 9. MISCELLANEOUS.

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

9.2 *Successors and assigns.* City and Contractor each binds itself, its partners, 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.

9.3 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.4 *Public entity crimes.* 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant 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 from the date of being placed on the convicted vendor list.

9.5 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.6 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.7 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.8 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.9 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The City shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.10 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 *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.

9.12 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.13 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the City that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.14 *Assignment of warranties.* Contractor shall assign to City all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to City.

9.15 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.16 *Construction defects.* 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.

9.17 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.18 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and City's execution of this Contract, the City may immediately terminate this Contract upon written notice to the Contractor and the City shall have no further obligation to the Contractor under the Contract Documents. In the event of such termination, the Contractor shall also forfeit its bid security to the City.

9.19 *Scrutinized Companies.*

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are 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 or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

2. If this Contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

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

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.

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

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.

9.20 *Counterparts*: 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. Further, this Contract may be executed by electronic signature as authorized by the City.

9.21 *Entire Contract and Amendment*: 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.

9.22 *Governing Law; Consent to Jurisdiction*: This Contract (together with the other Contract Documents) shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto 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; 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, 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.

9.23 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

9.24 *Severability*: 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.

9.25 *Effective date*: The effective date of this Contract is the date the Contract is approved by the City Commission or City Manager as appropriate.

9.26 *Compliance*: 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.

9.27 *Work for Hire*: 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 reasonable 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 Project. 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.

9.28 *Continuing Obligations*: 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.

9.29 *Notice*: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery as follows to the City:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and to the Contractor as follows:

Lambert Bros. Inc.
5501 Powerline Road
Fort Lauderdale, FL 33309

Either party may amend this provision by written notice to the other party. Notice shall be deemed provided upon receipt of certified mail (signed receipt) or overnight courier (signed receipt) or hand-delivery (signed receipt).

9.30 *Warranty/Guaranty*: All Work, materials, labor, and equipment to be furnished and/or installed by the Contractor under the Contract Documents shall be guaranteed by the Contractor or manufacturer, if any, for a period of one year from the date of final approval of the Project against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected Work, labor, materials, or equipment shall be repaired and/or replaced promptly by the Contractor or the manufacturer at no expense to the City. In the event the Contractor fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the repairs and/or replacements at the expense of the Contractor.

9.31 *Protection of Work and Property*: The Contractor shall continuously maintain adequate protection of all Work from damage, and shall protect such Work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly caused by the City or its employees, the Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until final acceptance of the Project by the City, the Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, and the Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

9.32 *Subcontractors*: The total work to be accomplished by subcontractors is listed in the Contractor's bid (if any) and may not be changed unless approved in writing by the Contract Administrator. The balance of Work must be accomplished by the Contractor's own forces. The Contractor shall be responsible for the acts or omissions of its subcontractors. The subcontractors shall have insurance consistent with the insurance required of the Contractor as set forth in the Contract Documents unless otherwise agreed in writing by the Contract Administrator.

10. *E-Verify*: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

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 Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
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,
6. Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least one (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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for the Boardwalk Railing Replacement to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

LAMBERT BROS, INC.

By: **Gregg W Lambert**

Digitally signed by Gregg W Lambert
DN: cn=Gregg W Lambert, o=Lambert
Bros, Inc., ou,
email=GL@LambertBros.net, c=US
Date: 2022.06.14 09:37:44 -04'00'

[Corporate Seal]

Print Name: **Gregg W. Lambert**

Title: **President**

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of LAMBERT BROS, INC., a Florida Corporation, 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.

Catherine Trenet

Digitally signed by Catherine Trenet
DN: cn=Catherine Trenet, o=Commission
#GG33539, ou=Notary Public - State of
Florida, email=dl@lambertbros.net, c=US
Date: 2022.06.15 14:32:30 -04'00'

Notary Public Signature

Notary Seal:

Exhibit “A”

Scope of Work

PROJECT OBJECTIVE

The City of Lake Worth Beach has identified the existing railing at the City of lake Worth Beach boardwalk to be unreliable and in need of full replacement to meet current Federal, State, Local and ADA safety and Code standards.

SCOPE OF WORK

The City has identified the following scope of work to be completed by the selected contractor:

1. Contractor shall thoroughly inspect and familiarize itself with the existing railing at the Boardwalk
2. Contractor shall prepare necessary documents (shop drawings, design, construction drawings, etc.) to submit for permitting to the City, State and other applicable agencies.
3. Contractor shall submit to the City’s Building Department and apply for necessary permits to authorize and permit work. Permit fees to be paid for by contractor and included in cost proposal.
4. The contractor shall demolish, remove, and dump, in a legal location, existing wooden handrails.
5. The Contractor shall fabricate and install new aluminum handrails that conform to the plans included in the attachment to the solicitation.
6. All the work shall be completed during the work week, Monday to Friday. No work shall be permitted during the weekend.
7. No section of the handrail is to be held open for more than 48 hours and no sections shall be open over the weekend.
8. All work to be substantially completed within 90 calendar days, and final completion within 105 calendar days.
9. Contractor shall submit a schedule with their proposal.
10. All work shall be in compliance with all applicable OSHA safety standards



City of Lake Worth Beach
IFB 22-103 Boardwalk Railing Replacement

Bid Tab

		Bidder:	Lambert Bros, Inc.	Van Linda Iron Works, Inc.	Florida Building Alliance Corp.
ITEM #	DESCRIPTION				
1	Boardwalk Railing Replacement (lump sum)		\$84,400.00	\$199,918.66	\$136,200.00
	Veteran Business Enterprise, Small Business and/or Local Business Preference amount		\$4,220.00	\$9,995.93	\$0.00
	Adjusted lump sum applying preferences		\$80,180.00	\$189,922.73	\$136,200.00
	Bid Package Cover Sheet (B1)		submitted	submitted	submitted
	Bidder's Minimum Qualifications (3 projects & 3 years)(B2)		compliant	compliant	compliant
	Bid (B3)		submitted	submitted	submitted
	Substitution Sheet (B4)		n/a	n/a	n/a
	Schedule of Subcontractors (B5)		n/a	n/a	n/a
	Contractor Verification Form & Licenses(B6)		submitted	submitted	submitted
	List of References (B7)		submitted	submitted	submitted
	Non-collusion Affidavit (B8)		submitted	submitted	submitted
	Drug Free Certification (B9)		submitted	submitted	submitted
	Campaign Contribution Statement (B10)		submitted	submitted	submitted
	Scrutinized Companies Certification (B11)		submitted	submitted	submitted
	Veteran Business Enterprise, Small Business and/or Local Business Preference (B12)		small business	small business	n/a
	Addendums Acknowledgment (if any issued)		submitted	submitted	submitted
	Work schedule for permitting		submitted	submitted	submitted

NOTES

PIPE RAILING & POSTS:

Structural Tube, Pipe and Bar shall be in accordance with ASTM B221 or ASTM B429, Alloy 6061-T6. End Rail 90° bends and corner bends with maximum 4'-0" post spacing, may be Alloy 6063-T6. Posts and End Rails shall be fabricated and installed plumb, ± 1" tolerance when measured at 3'-6" above the foundation. Corners and changes in tangential longitudinal alignment, may be made continuous with a 9" bend radius or terminated at adjoining sections with a standard end hoop when handrails are not required. For changes in tangential longitudinal alignment greater than 45°, posts shall be positioned at a maximum distance of 2'-0" each side of the corner and shall not be located at the corner apex. For curved longitudinal alignments the top and bottom rails and handrails shall be shop bent to match the alignment radius.

RAILING MEMBER DIMENSIONS TABLE			
MEMBER	DESIGNATION	OUTSIDE DIMENSION	WALL THICKNESS
Posts	2" NPS (Sch. 40)	2.375"	0.154"
Rails	2" NPS (Sch. 40)	2.375"	0.154"
Rail Joint/Splice Sleeves	1½" NPS (Sch. 40)	1.900"	0.145"
Handrails Joint/Splice Sleeves	1" NPS (Sch. 40)	1.315"	0.133"
Handrails	1½" NPS (Sch. 40)	1.900"	0.145"
Handrail Support Bar	1" Ø Round Bar	1.000"	N/A

BASE PLATES:

Base Plates shall be in accordance with ASTM B209, Alloy 6061-T6.

SHIM PLATES:

Shim Plates shall be aluminum in accordance with ASTM B209, Alloy 6061 or 6063. Shim plates shall be used for foundation height adjustments greater than ¼" and localized irregularities greater than ⅛". Field trim shim plates when necessary to match the contours of the foundation. Bevelled shim plates may be used in lieu of trimmed flat shim plates shown. Stacked shim plates must be bonded together with adhesive bonding material and limited to a maximum total thickness of ½", unless longer anchor bolts are provided for the exposed thread length.

COATINGS:

The aluminum railing shall be mill finish unless otherwise noted in the Contract Documents. All nuts, bolts and washers shall be hot-dip galvanized in accordance with Section 962 of the Specifications.

ANCHOR BOLTS:

Anchor bolts shall be in accordance with ASTM F1554 Grade 36. Headless anchor bolts for Adhesive Anchors shall be threaded full length. Cutting of reinforcing steel is permitted for drilled hole installation. All anchor bolts shall have single self-locking hex nuts. Tack welding of the nut to the anchor bolt may be used in lieu of self-locking nuts. All nuts shall be in accordance with ASTM A563 or ASTM A194. Flat Washers shall be in accordance with ASTM F436 and Plate Washers (for long slotted holes only), shall be in accordance with ASTM A36 or ASTM A709 Grade 36. After the nuts have been snug tightened, the anchor bolt threads shall be distorted to prevent removal of the nuts. Distorted threads and tack welds shall be coated with a galvanizing compound in accordance with the Specifications.

RESILIENT AND NEOPRENE PADS:

Resilient and Neoprene pads shall be in accordance with Specification Section 932, except that testing of the finished pads shall not be required. Neoprene pads shall be durometer hardness 60 or 70.

JOINTS:

All fixed joints are to be welded all around and ground smooth. Expansion Joints shall be spaced at a maximum of 30'-0". Field splices similar to the expansion joint detail may be approved by the Engineer to facilitate shipping and handling, but rails must be continuous across a minimum of two posts. Only use the Continuity Field Splice (Detail "E") to make the railing continuous for unforeseen field adjustments.

WELDING:

All welding shall be in accordance with the American Welding Society Structural Welding Code (Aluminum) ANSI/AWS D1.2 (current edition). Filler metal shall be either ER5183, ER5356 or ER5556. Nondestructive testing of welds is not required.

SHOP DRAWINGS:

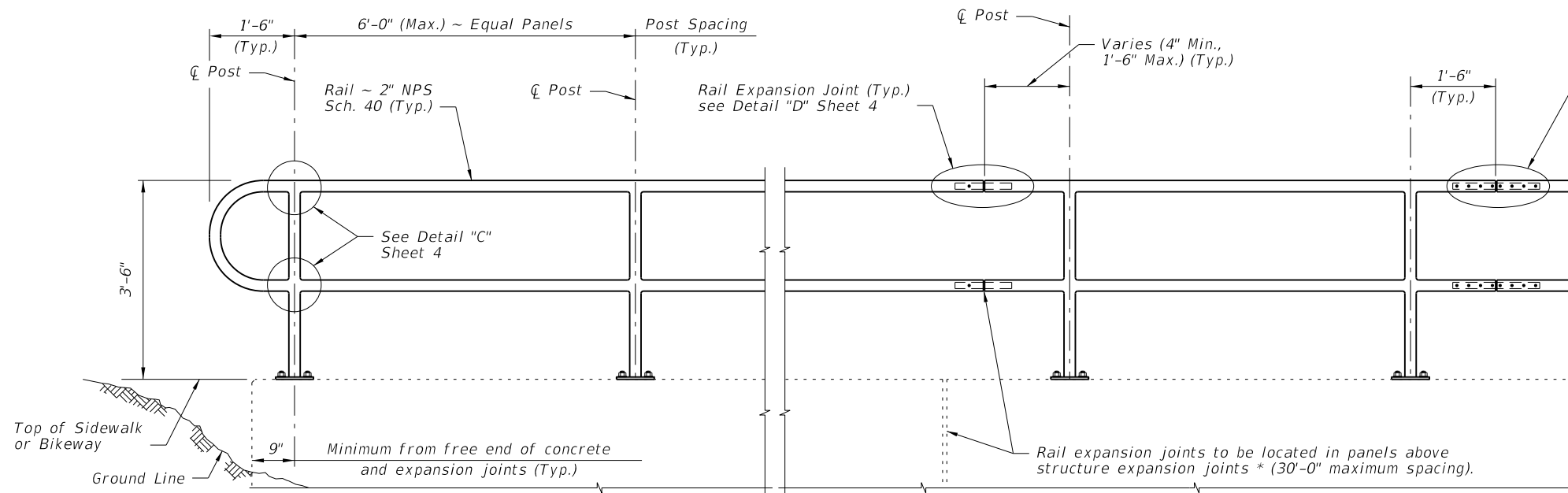
Complete details addressing project specific geometry (line & grade) showing post and expansion joint locations must be submitted by the Contractor for the Engineer's approval prior to fabrication of the railing. Shop drawings shall be in accordance with the Specifications.

PAYMENT:

Guiderail shall be paid for under the contract unit price for Pipe Guiderail (Aluminum), LF (Item No. 515-1-2). Payment for the Guiderail will be plan quantity measured as the length along the center line of the top rail, and includes rails, posts, rail splice assembly, base plates, anchor bolts, nuts, washers, resilient or neoprene pads and all incidental materials and labor required to complete installation of the Guiderail.

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LAST REVISION	01/01/11	DESCRIPTION:	 FDOT DESIGN STANDARDS 2013	ALUMINUM PIPE GUIDERAIL	INDEX NO.	SHEET NO.
					870	1



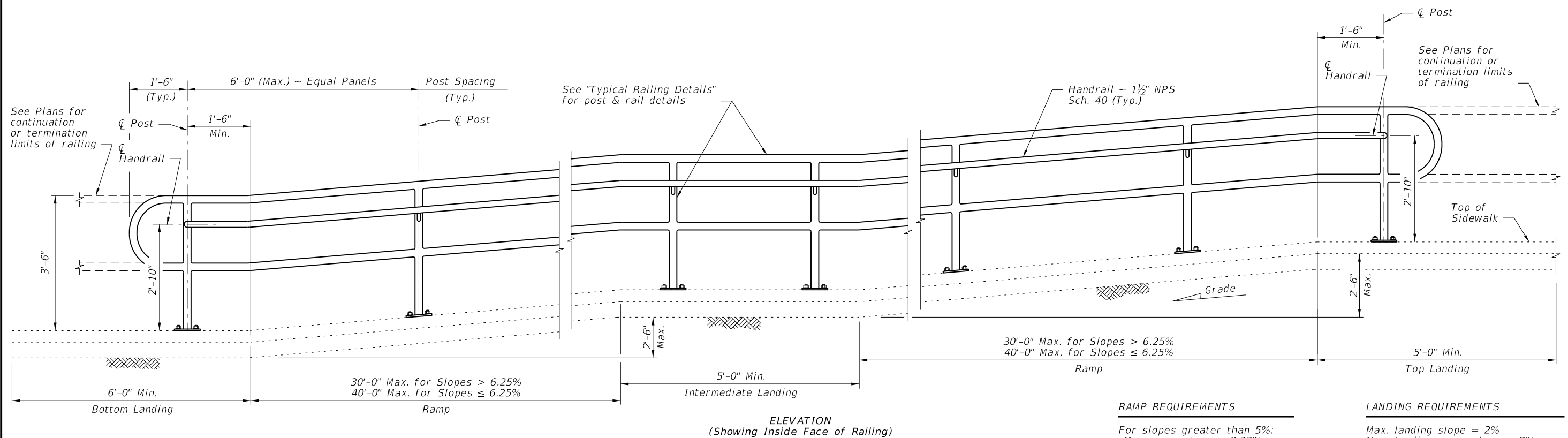
NOTES:
NPS = Nominal Pipe Size

STRUCTURES EXPANSION JOINTS NOTE:
* Keyed construction joints in Index No. 520 Gravity Wall are not considered to be expansion joints.

CROSS REFERENCE:
For Details "C", "D" and "E", see Sheet 4.

ELEVATION

TYPICAL RAILING DETAILS & RAILINGS ON GRADES 0% TO 5%



ELEVATION
(Showing Inside Face of Railing)

RAMP REQUIREMENTS

For slopes greater than 5%:
Max. ramp slope = 8.33%
Max. ramp cross-slope = 2.0%

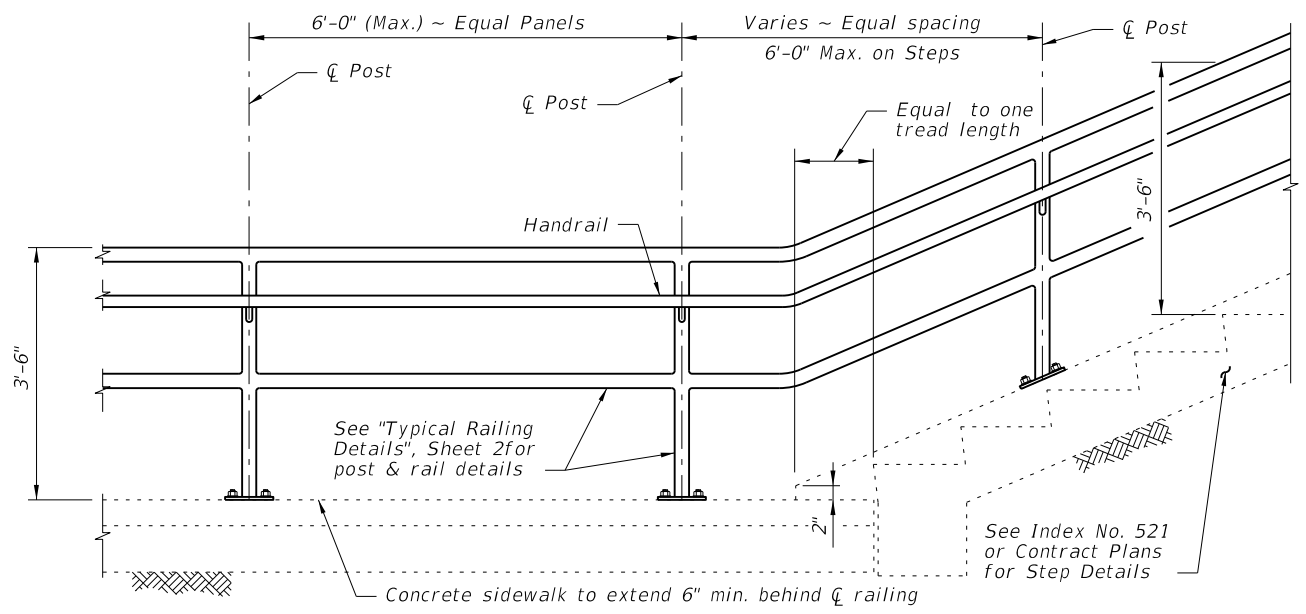
LANDING REQUIREMENTS

Max. landing slope = 2%
Max. landing cross-slope = 2%

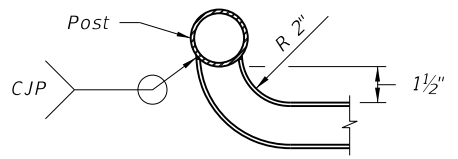
RAILINGS ON GRADES STEEPER THAN 5% TO 8.33%

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6/29/2012

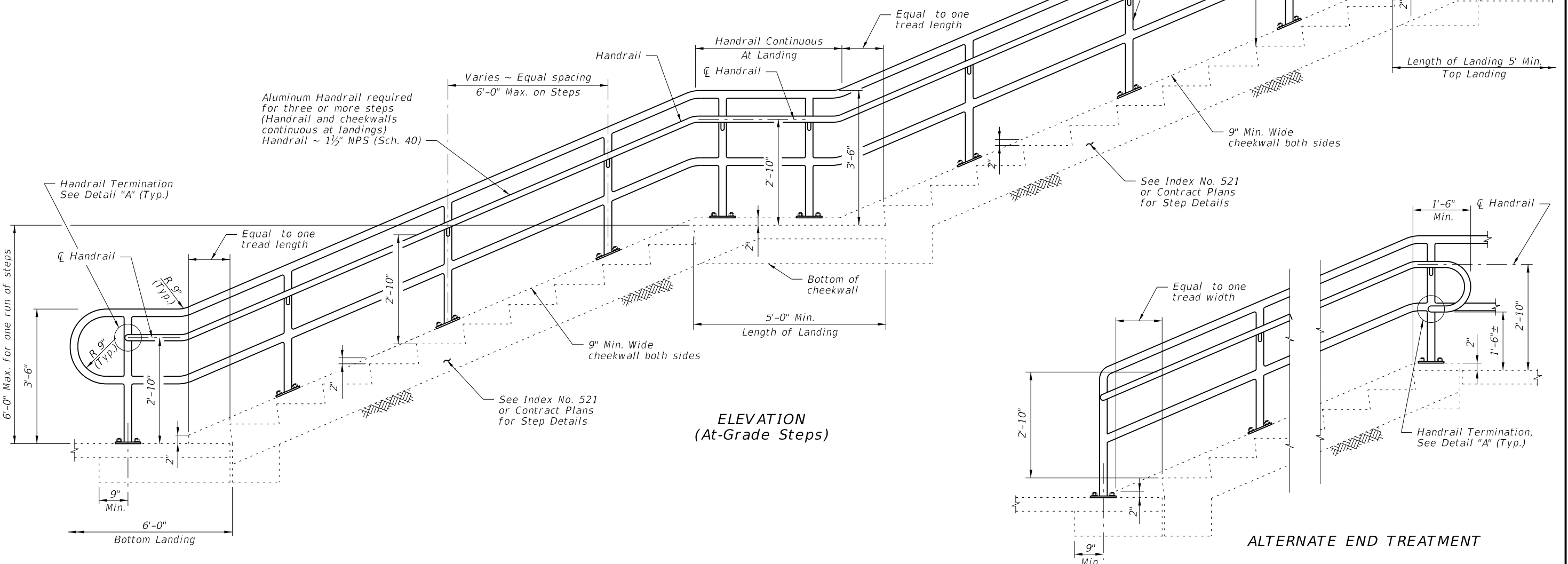
LAST REVISION	REVISION	DESCRIPTION:	 FDOT DESIGN STANDARDS 2013	ALUMINUM PIPE GUIDERAIL	INDEX NO. 870	SHEET NO. 2
01/01/12						



RAILING CONTINUATION BEYOND STEPS
(Bottom shown, Top similar)



DETAIL "A" - PLAN VIEW
HANDRAIL TERMINATION



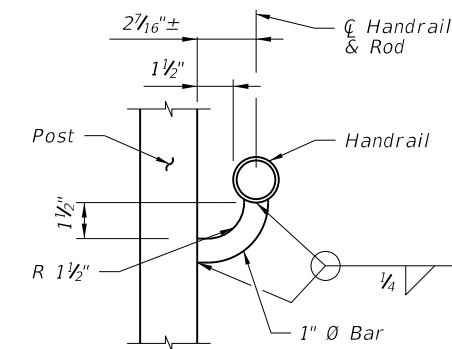
ELEVATION
(At-Grade Steps)

ALTERNATE END TREATMENT

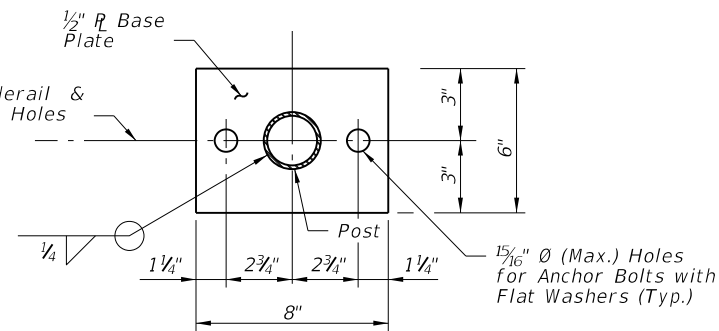
GUIDERAIL ON STEPS & STAIRS

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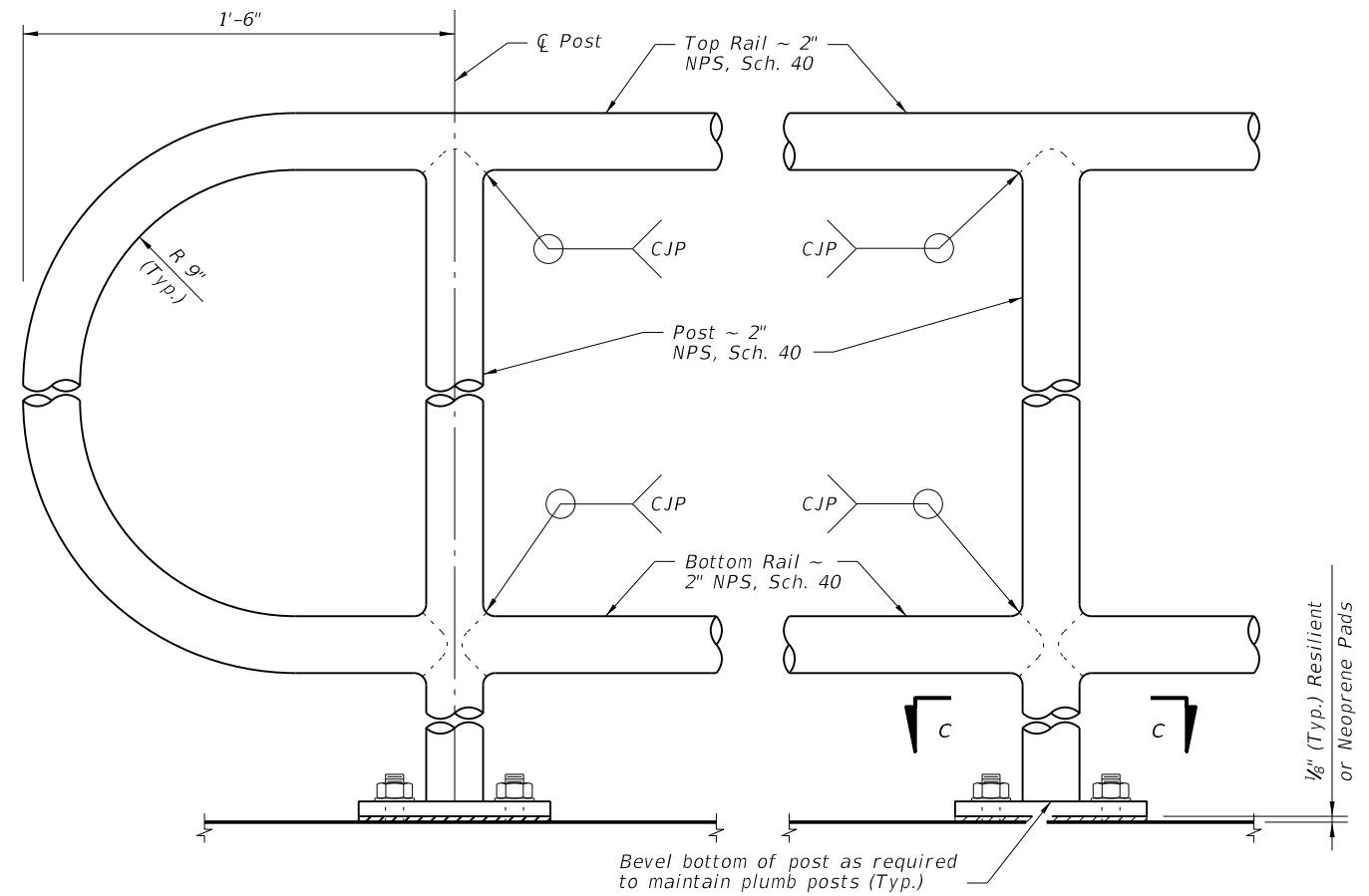
LAST REVISION	DESCRIPTION:	 FDOT DESIGN STANDARDS 2013	ALUMINUM PIPE GUIDERAIL	INDEX NO.	SHEET NO.
01/01/12	REVISION			870	3



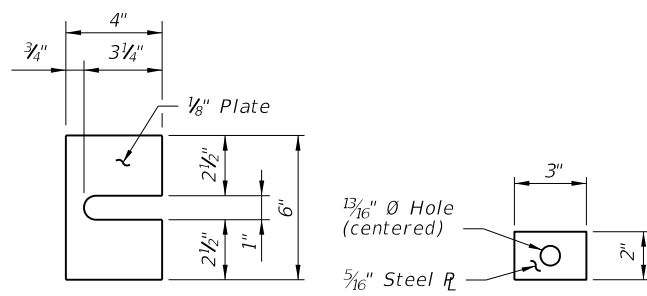
**SECTION B-B
(Handrail Connection)**



**SECTION C-C
BASE PLATE DETAIL**

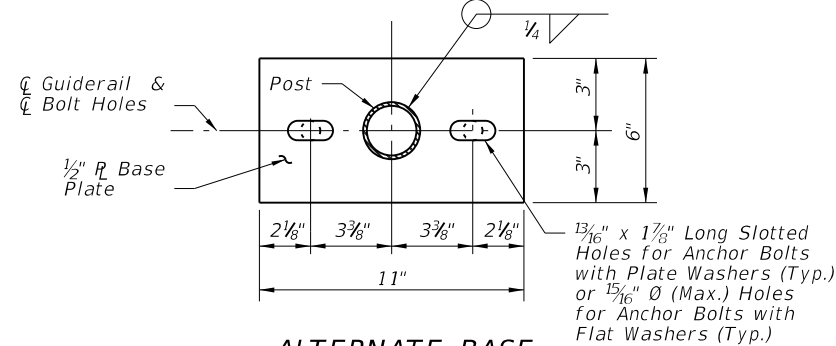


**DETAIL "C" - RAIL CONNECTIONS
(Handrail Not Shown)**

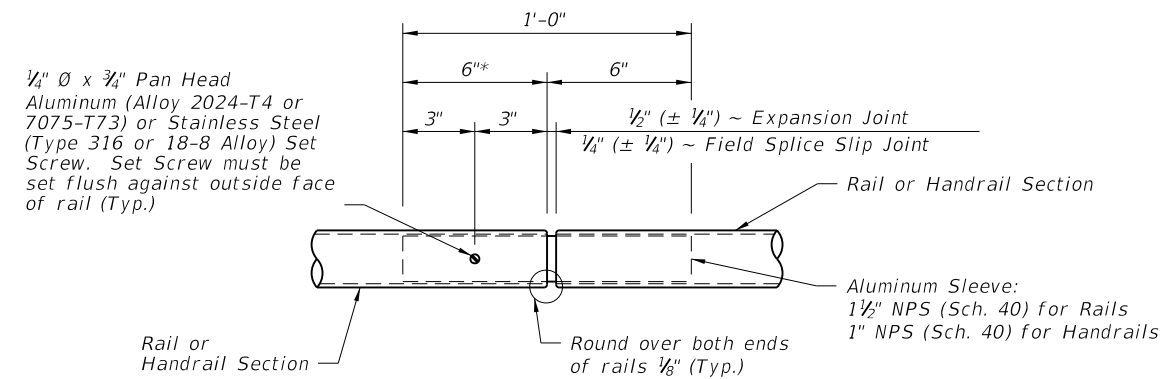


**SHIM PLATE
DETAIL**

**PLATE WASHER
DETAIL**

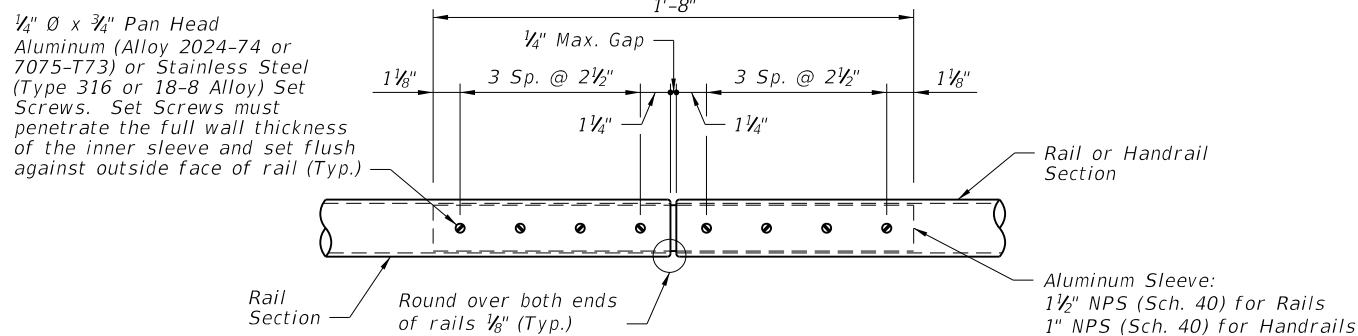


**ALTERNATE BASE
PLATE DETAIL
(Recommended for Top of Step Cheekwalls)**

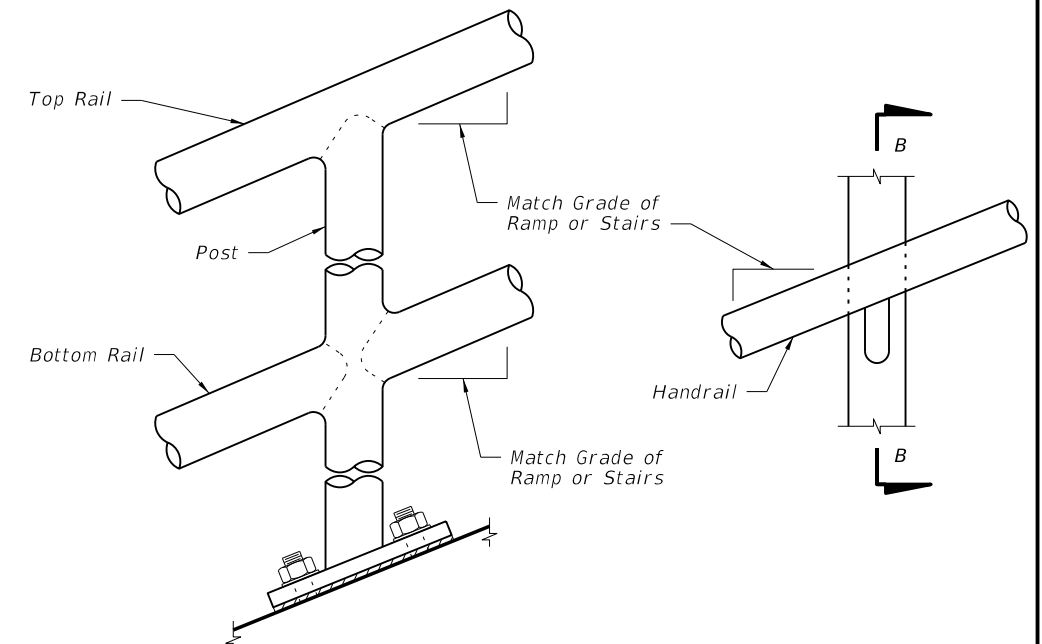


**DETAIL "D" - EXPANSION JOINT
(FIELD SPLICE SLIP JOINT SIMILAR)**

* At the Contractor's option, embedded length may be 4" when a 3/4" diameter plug weld is substituted for the 1/4" diameter set screw.



**DETAIL "E" - CONTINUITY
FIELD SPLICE**

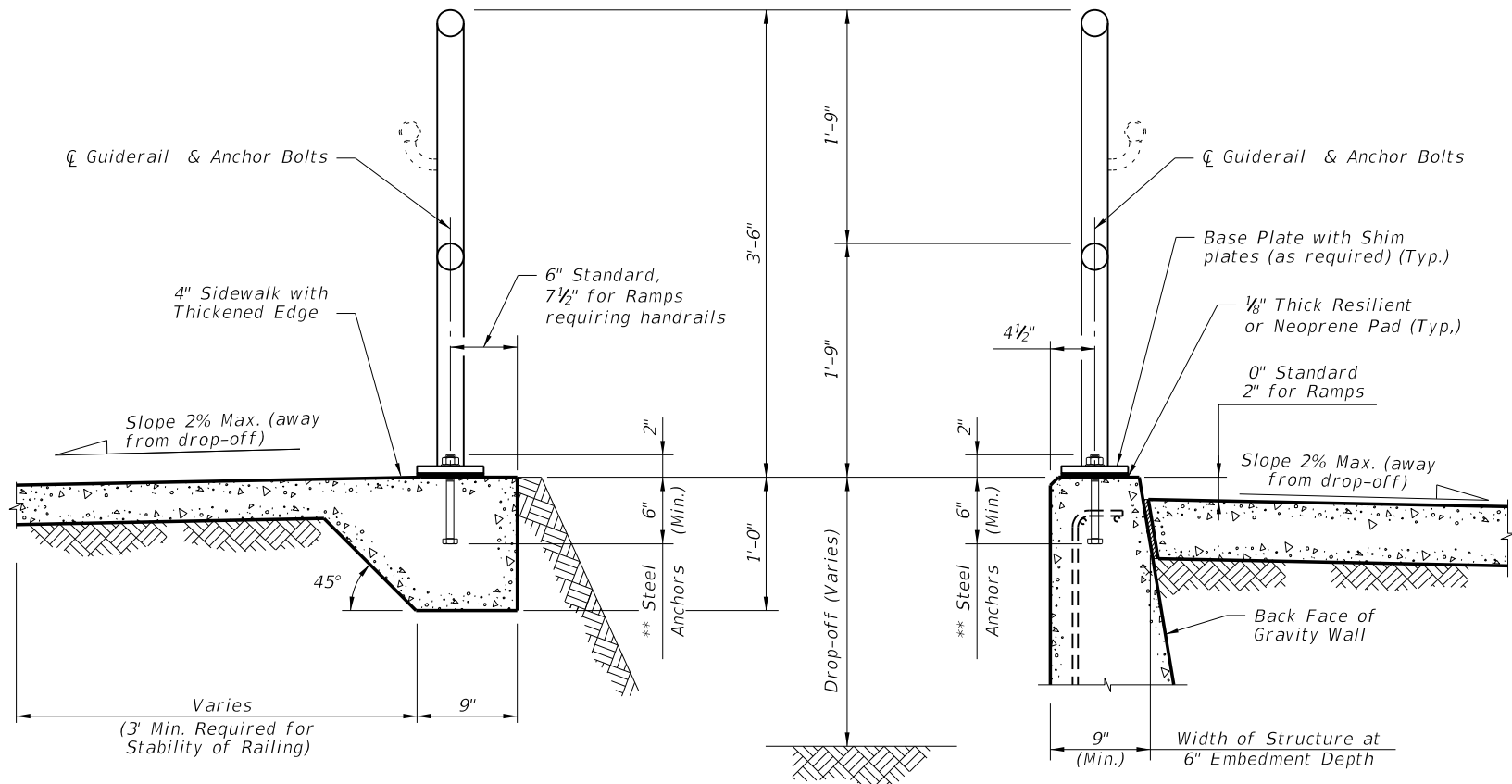


**DETAIL "B" - RAIL AND HANDRAIL
(Showing Sloped Condition for Stairs or Ramp)**

CROSS REFERENCE:
For locations of Details "C", "D" and "E", see Sheet 2.

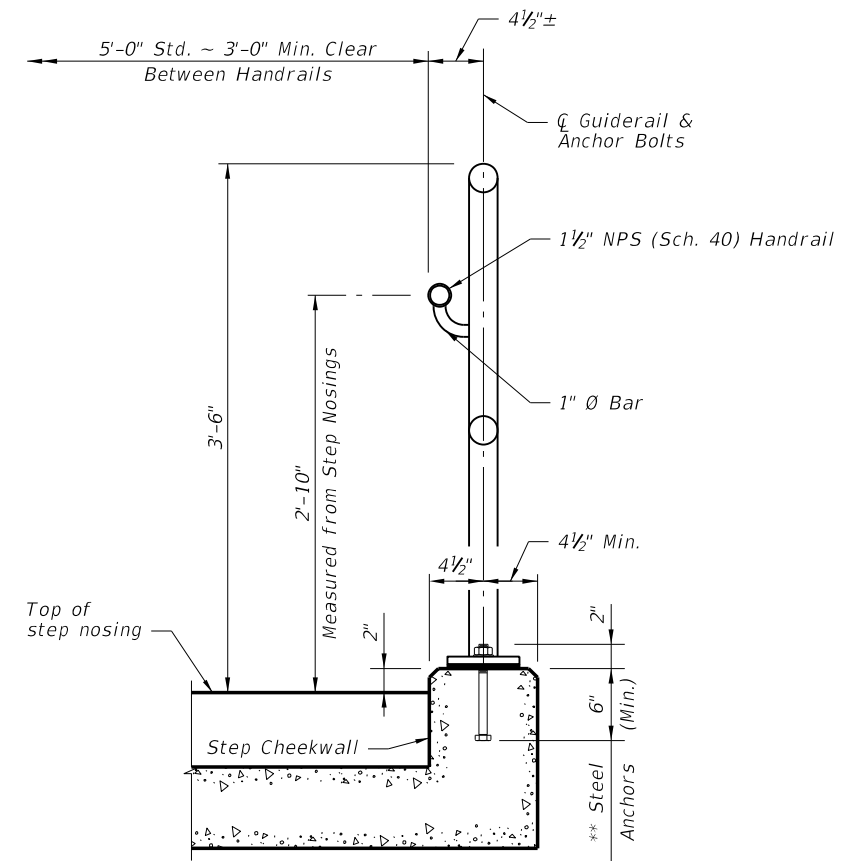
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LAST REVISION	07/01/10	DESCRIPTION:		FDOT DESIGN STANDARDS 2013	ALUMINUM PIPE GUIDERAIL	INDEX NO.	870	SHEET NO.	4
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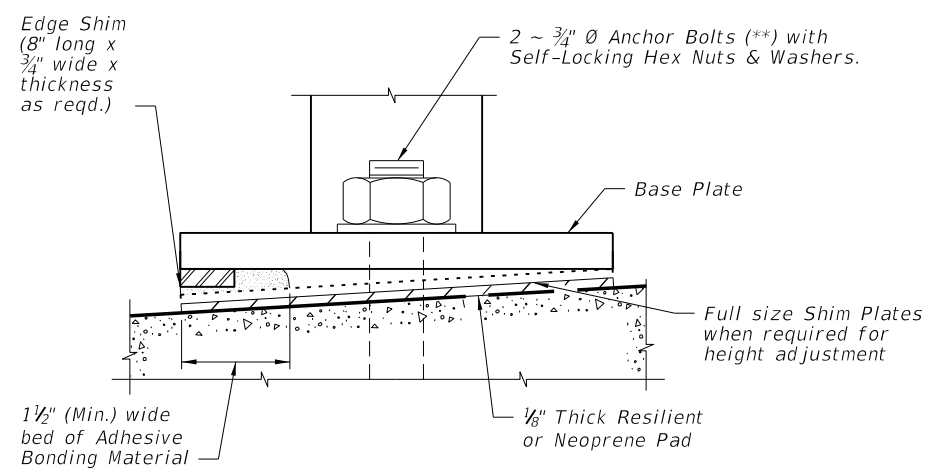


TYPICAL SECTION ON CONCRETE SIDEWALK

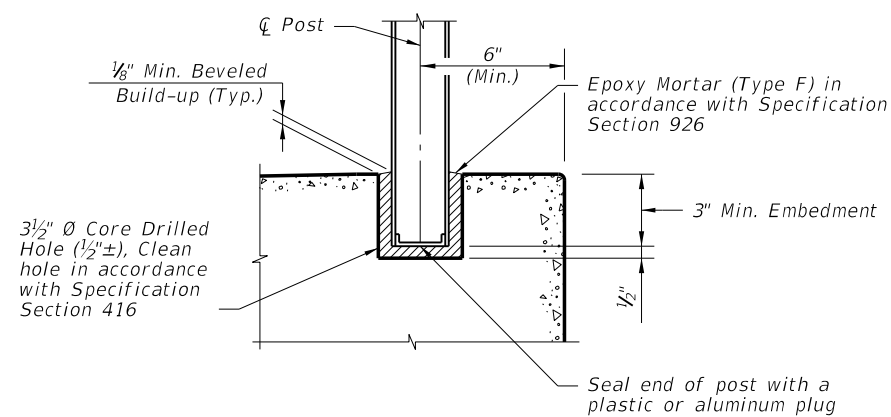
TYPICAL SECTION ON GRAVITY WALL
(Other Retaining Walls Similar)



TYPICAL SECTION ON STEPS & STAIRS



DETAIL "F" (OPTIONAL SHIMMING DETAIL FOR CROSS SLOPE CORRECTION)
(Used in lieu of Beveled Shim Plates)



OPTIONAL SIDEWALK ANCHORAGE DETAIL

NOTES:
 ** 2 - 3/4" \varnothing x 8" Steel Anchors: Galvanized Steel Bolts (As Shown) (C-1-P); Galvanized U-Bolts Permitted (C-1-P); Galvanized Adhesive Anchors Permitted (***) ; Expansion Anchors Not Permitted.
 *** Adhesive anchors shall be fully threaded headless anchor bolts set in drilled holes (manufacturer recommended diameter) with an Adhesive Bonding Material System in accordance with Specification Section 937 and installed in accordance with Specification Section 416. The minimum embedment is 6".

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LAST REVISION	DESCRIPTION:	 FDOT DESIGN STANDARDS 2013	ALUMINUM PIPE GUIDERAIL	INDEX NO.	SHEET NO.
01/01/11	REVISION			870	5

South Boardwalk

Write a description for your map.

Legend

📍 Lake Worth

Total Linear Feet = 353'

This length of new railing will be anchored to the existing sea wall.

From this point the new railing will be anchored to the concrete walkway until the end of the run.



North Boardwalk

Write a description for your map.

Legend

📍 Lake Worth

New aluminum railing to be anchored to the concrete walkway on the West side of the existing sea wall. At each opening onto the beach the railings will need to have a 90 degree section pointing toward the beach. North section linear feet = 465'

In this area the City will pour concrete for the new railing to be anchored to.





LAKE WORTH BEACH

Public
WorksSM



Beachfront Railing





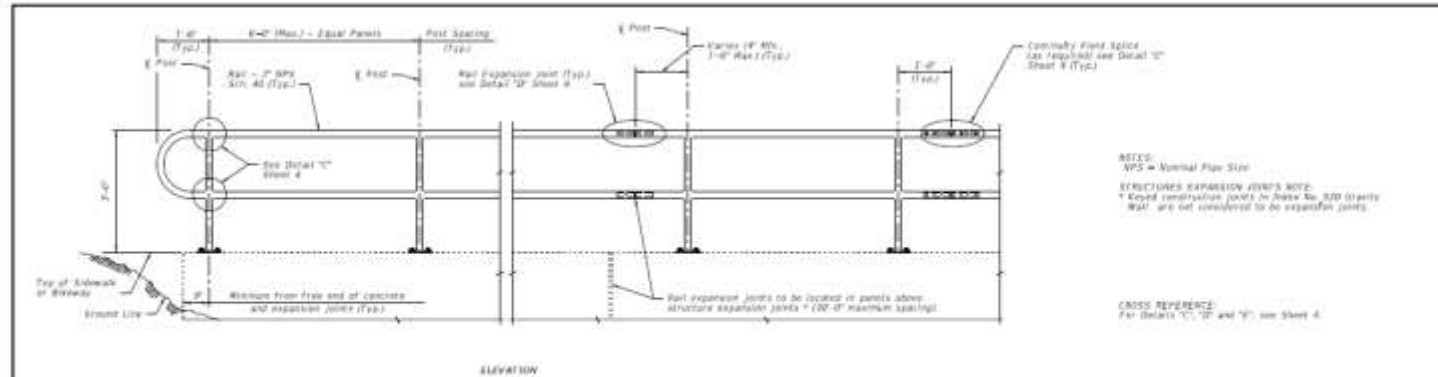
LAKE WORTH BEACH
Public WorksSM

Beachfront Railing

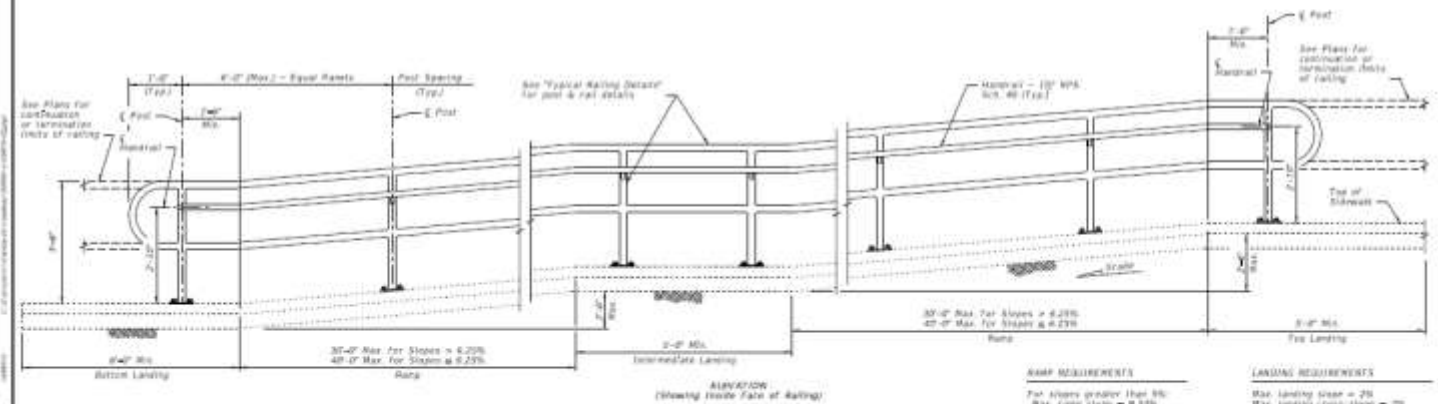




Beachfront Railing



TYPICAL RAILING DETAILS & RAILINGS ON GRADES 0% TO 5%



RAILINGS ON GRADES STEEPER THAN 5% TO 8.33%

LAST REVISION	DESCRIPTION		FOOT DESIGN STANDARDS 2013	ALUMINUM PIPE GUIDERAIL	INDEX NO.	SHEET NO.
01/01/12					870	2



LAKE WORTH BEACH
**Public
Works**SM

Beachfront Railing





Beachfront Railing

Scope of Work

1. Remove and Replace Concrete Curb.
2. Remove and Replace Aluminum Railing.
3. Perform Wall and Cap Concrete Restoration.
4. Perform Tunnel Entrance Concrete Restoration.
5. Cut flush and plug Steel Pipe Penetrations thru wall.
6. Provide FDXT Class 5 Finish on Curb, Cap and Wall. See FDXT Standard Specifications Section 400-15.2.6. Provide City with 5 gallons for touch up.

General Notes

1. Photos do not represent every occurrence for repairs. Photos are provided to demonstrate typical examples of each repair procedure type.
2. Concrete Restoration shall be provided on a Lump Sum Basis. The Contractor shall survey the wall and concrete conditions to develop the quantities required for each repair type.
3. Aluminum Railing shall be per FDXT Standard Index 860. Note the following modification: SS 316 Fasteners shall be used in lieu of Galvanized Steel Anchors indicated in the Index 860.
4. No digging on the Seaward Side of the wall shall occur during Turtle Nesting Season.

Legend

▲ Photo Numbers



Repair Location Map

12-500 12-500		MOCK & ROOS ENGINEERS & ARCHITECTS 1200 Corporate Way, Fort Lauderdale, Florida 33304 PHONE: (954) 571-7777 FAX: (954) 571-7777	12-500 12-500	CITY OF LAKE WORTH MUNICIPAL BEACH RETAINING WALL REPAIR CONSTRUCTION DRAWING SHEET NO. 44-2-20-04 CITY OF LAKE WORTH 3000 W. PALM BEACH BOULEVARD	DATE: 04/04/2010 DRAWN BY: [Name] CHECKED BY: [Name] DATE: 04/04/2010 SCALE: AS NOTED
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Beachfront Railing



Photo 9
North Corner

Remove and Replace Curb and Railing



Photo 10
North Corner

Remove and Replace Curb and Railing



Photo 11
Repair Procedure No. 2



Photo 12
Repair Procedure No. 3:
Cut Back Steel.



Photo 13
Repair Procedure No. 3 and No. 4



Photo 14
Repair Procedure No. 2



Photo 15
Repair Procedure No. 2



Photo 16
Repair Procedure No. 2.
Replace 1/2" Expansion Joint Material.

PHOTO 9: 12/15/2010 10:00 AM; PHOTO 10: 12/15/2010 10:00 AM; PHOTO 11: 12/15/2010 10:00 AM; PHOTO 12: 12/15/2010 10:00 AM; PHOTO 13: 12/15/2010 10:00 AM; PHOTO 14: 12/15/2010 10:00 AM; PHOTO 15: 12/15/2010 10:00 AM; PHOTO 16: 12/15/2010 10:00 AM

DATE	TIME	BY	REVISION

BEACH DESIGN ASSOCIATES, INC.
 12-500

DEL
 STATE LICENSE NO. 12-500
 FLORIDA P.E. NO. 38797

SCALE: AS SHOWN

MOCK + ROOS
 ENGINEERS ARCHITECTS PLANNERS
 2700 Corporate Way, West Palm Beach, Florida 33411, 561-863-1110, Fax 561-863-1144

APPROVED BY: [Signature]
 DATE: 02/15/11

CITY OF LAKE WORTH
 MUNICIPAL BEACH RETAINING WALL REPAIR
 CONSTRUCTION DRAWINGS
 SHEET NO. 02-10-00-04
 CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

DATE: 02/15/11
 S.A. NO.: 02100-04
 SHEET NO.: 02-10-00-04
 1/4" = 1'



LAKE WORTH BEACH
Public
WorksSM

Beachfront Railing





LAKE WORTH BEACH
Public
WorksSM

Beachfront Railing





LAKE WORTH BEACH
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Beachfront Railing





LAKE WORTH BEACH
**Public
Works**SM

Beachfront Railing



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 21, 2022

DEPARTMENT: City Manager

TITLE:

Task Order #3 to the Professional Service Agreement with CPZ Architects, Inc.

SUMMARY:

Task Order No. 3 authorizes CPZ Architects, Inc. to provide professional services for the Lake Worth Beach Complex Design Phase for replacement of the Pool.

BACKGROUND AND JUSTIFICATION:

The Task Order authorizes CPZ Architects, Inc. to provide professional services for the Lake Worth Beach Complex: Conceptual Plans Design, Cost estimates, construction design and construction phase services in the amount not to exceed \$32,000.

The Scope of Services in the Task Order includes preparation of a final conceptual design of the pool area only as outlined in the previously provided conceptual design drawings and for the City to review and approve the scope of the project after a full day meeting with the City Commission. The final design will be presented at a City Commission meeting.

MOTION:

Move to approve/disapprove Task Order #3 to the Professional Service Agreement with CPZ Architects, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order #3

**Task Order for the Lake Worth Beach Complex Conceptual Plans Design, Cost Estimates
& Construction Design and Construction Phase Services**

TASK ORDER NO. __3__

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 2022, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and **CPZ ARCHITECTS, INC.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Lake Worth Beach Complex. The services are generally described as: Lake Worth Beach Complex Conceptual Design Phase for replacement of the Pool. (the "Project").

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 60 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$32,000. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Chris Zimmerman, phone: 954-792-8525; email: chris@cpzarchitects.com; and, the Project Manager for the City is Juan Ruiz, phone: 561-586-1600; email: jruiz@lakeworthbeachfl.gov.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as outlined in Exhibit 1.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated January 16, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this

Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

Consultant: CPZ ARCHITECTS, INC.

By: _____
Name: **CHRIS P. ZIMMERMANN**
Title: **PRESIDENT**

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 6 day of June 2022, by Chris Zimmerman, as the President [title] of **CPZ Architects, Inc.**, a 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.

[SEAL]



GRETER P. PEREZ
Commission # HH 092899
Expires February 26, 2025
Bonded Thru Budget Notary Services

NOTARY PUBLIC

EXHIBIT "1"
Scope of Services
Task Order # 3

1. **Scope:**

Preparation of final conceptual design of pool area only as outlined in the previously provided conceptual design drawings. This is a basic design development level phase, for the City to review and approved the scope of the project.
2. **Meetings**
 - a. Meeting (max 1 day) with the City Commission to review the past two design options for input on revisions needed to agree on a single concept.
 - b. Presentation of the revised design to the City Commission.
 - c. Presentation to City Commission of the final design.
3. **Conceptual Design Development for Pool Replacement**
 - a. Prepare for a meeting with the City Commission. This can be a weekday or a Saturday. Allow for a full day meeting.
 - b. The cost estimator will review the previous costs estimate and provide a percentage increase based on the current market. This will provide a more up to date estimate of the previous scheme A and B.
 - c. Conduct an onsite, one day meeting with the City Commission. The meeting will be attended by the following consultants:
 - CPZ Architects – Three members of our staff.
 - KEITH – Civil Engineering and Landscape Architect.
 - ACE – Aquatic Consulting Engineers.
 - d. Provide meeting minutes from the charrette meeting, including any sketches and images created at the meeting.
 - e. Create **one** new conceptual site and building plan based on the meeting. This will include a one conceptual cost estimate, broken down into the various components. Provide the following deliverables for each concept:
 - Site Plan – Overall and Enlarged views. The site plans will be colored for visibility and clarity. They will identify all proposed elements.
 - Conceptual floor plans of each building indicating sizes.
 - Three dimensional Renderings are not required.
 - Cost estimate -
 - Presented in both PDF and PowerPoint Presentations.
 - f. Attend a City Commission meeting to present the new concepts.
 - g. Based on input from the commission, revise the conceptual final design. This will include an updated conceptual cost estimate, broken down into the various components. The deliverables will be as shown above for the initial two concepts.
 - h. Present the final design at a City Commission Meeting.
4. **Cost Estimate:**
 - a. Prepare detailed, itemized estimate of probable cost for construction of the final conceptual design.
 - b.
5. **Final Report and Presentations**

- a. Compile a final conceptual design package including all plans and formal cost estimates.
- b. Prepare a slide presentation for the City Commission meeting.
- c. Attend the City Commission meeting.

6. Proposed Fees

a. CPZ Architects	\$16,400
b. KEITH (Landscape / Civil)	\$ 3,000
c. ACE (Pool Consultants)	\$ 3,000
d. CMS (Cost Estimating)	\$ 9,600
e. TOTAL	\$32,000