

CITY OF LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY (CRA)

**RE-SOLICITATION OF:
REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS**

Specification Title: *“Cultural Redevelopment Program”*

Specification Number: CRA-08-09-707

Letters of Interest & Qualifications Will Be Received at the Address Below Until:
2:00 p.m., EST, Wednesday, December 3, 2008

**City of Lake Worth Purchasing Division
1900 2nd Avenue N.
Lake Worth, FL 33461**

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

For Procurement Assistance contact:

Michael McManaman
Purchasing Manager
City of Lake Worth, Florida
1900 2nd Avenue N.
Lake Worth, FL 33461
561/586-1676 (phone)
561/586-1673 (fax)
mmcmanaman@lakeworth.org

Request For Letters Of Interest and Statement of Qualifications
Respondent's Checklist
Cultural Redevelopment Program
Specification CRA-08-09-707

How To Submit Your Response

Please review this document carefully. Offers that are accepted by the CRA are binding contracts. Incomplete responses are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late responses will be returned unopened.

One (1) bound original, one (1) electronic copy, and five (5) hard copies of the following documents shall be included with the response:

- Letter Of Interest
- GSA Standard Form 330
- Project Approach
- Statements And Documentation
 - Proof of licenses/certifications
 - Information Sheet for Transactions and Conveyances Corporate Identification
 - Conflict of Interest Statement
 - Other Work/Litigation Experience
 - Drug-Free Workplace Form
 - Acknowledgement of Addenda (if applicable)
- Any additional information to represent firm

Before You Submit, Have You:

- Placed your submittal with all required items in a sealed envelope or package clearly marked with specification number, project name, name of respondent, and due date and time of response receipt?

The Following Submittals Are Required Upon Notice Of Award:

- Project Specific Certificate Of Insurance

How To Submit A No Response

If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your response. Do not return with your response.

I. INFORMATION PACKAGE

Cultural Redevelopment Program

Overview, Scope of Work, and Objectives

In accordance with the Community Redevelopment Plan goals of eliminating slum and blight, encouraging the acquisition, demolition and reuse of underutilized properties, and developing and marketing housing opportunities within the redevelopment area, the CRA wishes to redevelop a significant portion of the district¹ through the development and implementation of a cultural program. The program should attract, develop and promote arts and culture and develop artistic events and enterprises that promote the revitalization of the district.

The responding Consultant or Consultant Team should address the following:

1. Creation of a strategy that encourages rehabilitation of the housing stock and develops enterprises that include, but are not limited to, arts and culture.
2. Development and implementation of a program that will encourage private home ownership through the attraction of arts and arts-related investment and business to the target area. The consultants will be responsible for the creation, implementation, promotion, funding coordination and marketing of such program.
3. Establishment of a procedure for property acquisition and disposition.
4. Establishment of a structure for daily operation of the program and coordination with program partners.
5. Review of existing programs for low and moderate income (LMI) housing and coordination with local housing agencies to create or enhance housing opportunities and educational and business opportunities which foster the arts.
6. Coordination with local educational institutions and community groups in the creation of a culturally-based business model to provide support and training to residents.
7. Review of existing development incentive programs and establishment of a new incentive package to attract funding from available sources. The establishment of an incentive package should include the solicitation of funds from all possible sources, including foundations, institutions and other agencies. The package should induce other compatible individuals, groups or entities to relocate in or near the targeted area.
8. Establishment of a structure for application, qualification and approval of artists.
9. Development of a brand for the area, a marketing strategy and the establishment and coordination of an annual event that promotes the program.
10. The development of marketing materials that include development of a web site, advertisements and placement recommendations as well as outreach to local and national media.
11. Establishment of monitoring procedures to ensure quality and success.

¹ Although the CRA has not yet determined a specific location, the goal of the program is to affect as much as an area as possible. Respondents should include, as part of their response, an area (in square miles) that they feel would be a feasible portion of the district for a program, as described). No specific location (avenues or addresses) are wanted at this time.

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) original, one (1) electronic copy on a CD, and five (5) copies of your firms response containing all of the requested information, no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

Letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the response. Letters which are substantially incomplete or lack key information may be rejected by the CRA at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with two additional sections as described below. No other format will be acceptable. The submittal shall be limited to no more than seventy-five (75) pages. Bind each set with spiral or GBC-type binders. **Ring notebooks are NOT preferred.**

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short list the firms. On-site presentations and interviews will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

All prospective submitters are hereby cautioned not to contact any City Commissioner or CRA Board Member or any member of the Selection Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the firm's Letter of Interest.

III. FIRMS' EVALUATIONS AND SELECTION

The CRA shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

- Capabilities
- Adequacy of personnel
- Experience of the firm
- Abilities of professional personnel
- Whether firms are certified minority business enterprises
- Past performance or past record
- Willingness to meet time and budget requirements

- Location
- Recent, current, and projected workload
- Volume of work previously awarded to firms by the CRA with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most qualified firms.
- Any additional requirements as defined in State of Florida Statute 287.055.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter ORDINANCE NUMBER 99-37 "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", ARTICLE 5, PROCUREMENT OF CONSTRUCTION, ARCHITECT-ENGINEER, AND LAND SURVEYING AND MAPPING SERVICES, PART D.

IV. SUBMITTAL FORMAT

The Submittal shall be divided into sections with tab dividers. The GSA Standard Form (SF) 330 shall be used in conjunction with the other requirements as described below:

First Item Letter of Interest

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually, followed by:

GSA Standard Forms 330 available at
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?viewType=DETAIL&formId=21DBF5BF7E860FC185256E13005C6AA6>

Tab 1 Standard Form (SF) 330, Part I, A-D and Part II

Tab 2 Standard Form (SF) 330, Part I, E

Tab 3 Standard Form (SF) 330, Part I, F

Tab 4 Standard Form (SF) 330, Part I, G

Tab 5 Standard Form (SF) 330, Part I, H

Any additional information

Tab 6 Project Approach

Tab 7 Statements And Documentation

Proof of licenses/certifications.

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida. (As applicable for firms and for architectural/engineering key personnel.)

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning

certification with the Secretary of State can be obtained at:
<http://ccfcorp.dos.state.fl.us/index.html>.

Information Sheet for Transactions and Conveyances Corporate Identification.

Provide the information on the forms provided herein for the prime firm or each firm in the professional team if joint venture.

Conflict of Interest Statement

Provide a notarized statement certifying that no member of your firm ownership, management or staff has vested interest in any aspect of the governing of the City of Lake Worth, or the CRA. Submittal shall include the disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this project only or a statement saying that there are no conflicts of interest.

Other Work/Litigation Experience

Respondents shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

Respondents shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.

Respondents shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

Include any additional information to represent your firm for consideration.

Drug-Free Workplace Form

Acknowledgment of Addenda (if applicable)

Tab 8 Additional Information to Represent Firm

V. INSURANCE

The contractor shall procure and maintain the following described insurance, except for coverage specifically waived by the CRA. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The CRA does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name both the City of Lake Worth and the CRA as "additional insured" to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the City and the CRA, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the CRA and may be disapproved by the CRA. They shall be reduced or eliminated at the option of the CRA. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the CRA, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CRA's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the CRA, certificates of insurance shall be accompanied by documentation that is acceptable to the CRA establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the CRA at least 30 days prior to coverage renewals. Failure of the contractor to provide the CRA with such renewal certificates may be considered justification for the CRA to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that the City of Lake Worth, and the City's CRA are "additional insured's" on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate the CRA as certificate holder as follows:
City of Lake Worth/CRA
Attention: Michael McManaman, Purchasing Manager
1900 2nd Avenue North
Lake Worth, FL 33461
Fax (561) 586-1676
5. Indicate that the CRA shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the CRA, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the CRA, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

VI. INDEX OF ATTACHED SAMPLE FORMS

- Conflict of Interest Statement
- Sworn Statement Pursuant To Section 287.122(3)(a), Florida Statutes, On Entity Crimes
- Information Sheet for Transactions and Conveyances Corporate Identification
- Drug-Free Workplace Form
- Sample Contract

Conflict of Interest Statement

_____ hereby certifies that no member of the firm ownership, management or staff has vested interest in any aspect of any Department of the City of Lake Worth, its governing body, the CRA, or its governing body.

_____ also affirms that there is no potential conflict of interest due to any other clients, contracts or property interest for any project to be awarded to our firm by the CRA.

Signature

Name and Title

Signature

Notary Name

My Commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or

which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 19_____

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the City's Purchasing Division for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation: (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created:
Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document
No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

| | |
|-----------------------|------------------|
| President: _____ | Secretary: _____ |
| Vice President: _____ | Treasurer: _____ |
| Director: _____ | Director: _____ |
| Other: _____ | Other: _____ |

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address: _____
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Contract must be signed by the President or Vice-President. Any other officer must have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Submitter's Signature

Date

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE LAKE WORTH COMMUNITY REDEVELOPMENT
AGENCY**

AND

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AGREEMENT

This is an Agreement between The Lake Worth Community Redevelopment Agency (CRA), a special purpose unit of government created by the City of Lake Worth, itself a political subdivision of the State of Florida, with administrative offices located at 29 South J Street, Lake Worth, Florida 33460, (hereinafter referred to as "CRA,"), by and through its Board of Commissioners, and [REDACTED], a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is [REDACTED], and whose business address is, [REDACTED], (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the CRA and the Consultant agree as follows:

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 CITY COMMISSION:

The City Commission, is the governing body of The City of Lake Worth, Florida. The City Commission appoints the CRA Board of Commissioners.

1.2 CRA BOARD OF COMMISSIONERS:

The CRA Board of Commissioners is the governing body of the CRA.

1.3 CONSULTANT:

[REDACTED], is the Consultant selected to perform professional services pursuant to this Agreement.

1.4 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Michael McManaman, Purchasing Manager. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.5 CONTRACT SERVICES:

The intent of this contract is to make available certain professional consultant services to the CRA, as outlined herein.

1.6 CRA:

A special purpose unit of government created by the City of Lake Worth.

1.7 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the CRA or the Contract Administrator to commence the project. Issuance of a city Purchase Order will serve as the Consultant's Notice to Proceed, unless otherwise noted.

1.8 PROJECT:

The project is described in the "Information Package" Section of the solicitation, and further defined in the negotiated Task Order issued to the Consultant pursuant to this Agreement. The Task Order will be the result of the proposal negotiation between Consultant and the CRA.

1.9 PROJECT MANAGER:

The project manager shall mean the staff person within the CRA, as designated by the CRA's Executive Director, who is assigned by the Contract Administrator to oversee the task order work.

1.10 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain professional services as defined by FS 287.055 for The CRA as requested and as outlined herein.

1.11 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.12 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement, as an attachment to or reference on the city Purchase Order. Please note that work outside of the Scope of the Task Order may be at the risk of the Consultant. Please insure both parties are made aware of any out-of-scope work in advance of its commencement, so the request can be made formally, the additional work accepted or rejected, and a change order (if necessary) can be issued. If the entire agreement is project-specific, the Task Order may be represented as Exhibit A to this negotiated consulting agreement, and identified as Exhibit A, Professional Consultant Services to be Provided.

1.13 PURCHASE ORDER:

The Purchase Order is the CRA's primary ordering mechanism. It serves as both an electronic encumbrance of the necessary funds, as well as the official Notice To Proceed (unless otherwise noted) of the referenced or attached services reflected on the negotiated and

approved Task Order, and in keeping with this Agreement. No work by the Consultant shall commence without receipt of a signed Purchase Order, and a referenced Scope of Services, or an appended and executed Task Order.

ARTICLE 2 **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and the CRA Executive Director, or a committee selected by the CRA Executive Director, and this Agreement incorporates the results of such negotiations.

2.2 The CRA Board of Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected (**Consultant Firm Name**), to perform such services hereunder.

ARTICLE 3 **SCOPE OF WORK**

3.1 The basic services to be provided are set forth in Exhibit "A" – **Professional Consultant Services To Be Provided**, attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the CRA's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the CRA in accordance with applicable law for all damages to the CRA caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the CRA provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the scope of services required under this Agreement so as to provide the CRA with the requested and necessary information to allow the CRA to make informed decisions which are in its best interest. As negotiated and agreed, and as reflected in EXHIBIT A, the cost to perform the required services is:

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3.5 The Consultant may be liable for CRA costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or deficiency in the services provided under this Agreement, the CRA (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. To the extent that the CRA establishes the liability of the Consultant for such cost, the CRA shall have the right to seek the recovery of the same through legal action to enforce this Agreement.

ARTICLE 4 **TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B" – Schedule of Completion, which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the CRA and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the CRA's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the CRA, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The CRA agrees to pay the Consultant, as compensation for its services referenced under Section 3.1 of this Agreement, and detailed in EXHIBIT A, either an aggregate fee for certain project tasks pursuant to the accepted consultant services and associated fees, or for Time and Material, as negotiated. The method of invoicing and payment

shall be in accordance with Section 5.4 of this Agreement. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, will be reflected on Exhibit A. Any changes to the total accepted fee must be agreed-to by both parties through an executed Change Order to the existing Exhibit A, or through the issuance of a separate Task Order for work outside of the existing Scope. All proposed work to be performed, including any portion considered to be outside of the scope described in Exhibit "A" must first be approved by the CRA, prior to the commencement of work, must be calculated using the Fee Schedule reflected in Exhibit "C", and must be ordered on a Purchase Order.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, and appended to this agreement as Exhibit "C", shall mean the current offered and accepted rates the Consultant will charge, per rate category as described in Exhibit "C", for work performed under this agreement, and in support of this project, and further, those rates will be used to calculate any subsequent lump sum proposals, or Time and Material work, which may be outside of the current scope, but subsequently required by the CRA for the successful completion of the project. Such fees shall include, all inclusively, the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee. They shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of any printed drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the CRA at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed. The same frequency applies to Time and Material Contracts. All invoicing will need approval by the CRA's Project Manager, prior to payment.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The CRA agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

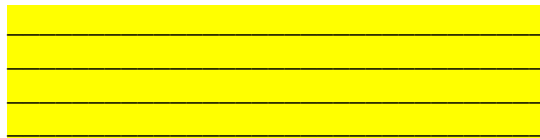
(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:



(d) Invoices to the CRA shall be sent to:

Lake Worth CRA
Attn: Joan Oliva
29 South "J" Street, Unit 1
Lake Worth, FL 33460

Notices to the City shall be sent to:

City of Lake Worth Purchasing Div.
Attn: Michael McManaman
1900 2nd Avenue N.
Lake Worth, FL 33461

Note: The applicable Purchase Order Number must be reflected on all correspondence, including invoices.

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The CRA or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the City and the CRA and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Please refer to ARTICLE 1, Task Orders, Purchase Orders and Change Orders.

ARTICLE 7
CRA'S RESPONSIBILITIES

7.1 The CRA shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data, which is reasonably available, and required by the Consultant.

7.2 The CRA shall arrange for access to and make all provisions for the Consultant, or its sub-consultants to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the CRA shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the CRA deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The CRA shall give prompt written notice to the Consultant whenever the CRA observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, studies, analysis, designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide accurate information.

(c) Neither the CRA's review of, approval of, or acceptance of, nor payment for the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the CRA in accordance with applicable law for all damages to the CRA caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the CRA provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 9
GENERAL PROVISIONS

9.1 **OWNERSHIP OF DOCUMENTS:**

(a) All drawings, specifications and other documents, including those in electronic form, prepared by the Consultant shall become the property of the CRA, upon acceptance.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the CRA's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the CRA for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause by the CRA shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement. Termination for cause by the Consultant shall include, but not be limited to, the CRA's failure to make payments required by this Agreement as and when due, time being of the essence with regard to all such payments, and the failure of the CRA to perform in a timely manner any other provision of this Agreement.

(c) In no event shall a termination for convenience by the CRA be deemed a default, and any such termination shall not subject the CRA to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the CRA against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the CRA and shall be immediately delivered by the Consultant to the CRA.

(d) Vendor suspension or debarment proceedings brought by the City pursuant to Ordinance 99-37, Article 6 – Debarment or Suspension, of the City's Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the City and/or the CRA, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the CRA of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to

disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the CRA may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUB-CONSULTANTS: The CRA approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the CRA for employment of such subcontractors, unless the CRA has accepted their qualifications as part of the recommendation of most-qualified.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the CRA. However, the Agreement shall run with the CRA and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF CRA:

(a) HOLD HARMLESS: Notwithstanding the provisions of FS 725.06, the Consultant agrees to hold harmless, indemnify, and defend the CRA and its agents, officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (including paralegal fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverage.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. The City of Lake Worth and the CRA shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Michael McManaman, Purchasing Manager, 1900 2nd Avenue N., Lake Worth, FL 33461, prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the City of Lake Worth and the CRA, and shall provide for a minimum of thirty (30) days notice of cancellation. The City of Lake Worth and the CRA shall also be the certificate holders.

9.9 REPRESENTATIVE OF CRA AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed, if separate from those listed in ARTICLE 1, Section 1.8.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CRA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the CRA gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the CRA all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the CRA. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Ordinance 99-37, Article 6 – Debarment or Suspension, of the City's Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Palm Beach.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the CRA and request clarification of the CRA's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 PARTICIPATION IN OTHER PROCEEDINGS: At the CRA's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the CRA regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the CRA and not for the benefit of any other party. All time and expenses incurred by Consultant in connection with this paragraph shall be reimbursed to the Consultant by the CRA, upon request. The Consultant's time shall be reimbursed at the Consultant's regular hourly rates as such rates may vary from time to time.

9.21 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 NO WAIVER: The failure of the Consultant or the CRA to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: The CRA, through its Board of Commissioners, signing by its Board Chair, duly authorized to execute this Agreement, and _____, signing by and through its President, duly authorized to execute same.

CONSULTANT NAME:

_____,
a Corporation authorized to transact business with
a Florida Municipality.

ATTEST: Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

CRA:

THE CITY OF LAKE WORTH FLORIDA COMMUNITY
REDEVELOPMENT AGENCY, a special purpose unit of
government, acting by and through its duly authorized
Board of Commissioners.

WITNESS:

Witness

By: _____
Mark Rickards, Board Chair

Witness

Date: _____

EXHIBIT A

PROFESSIONAL CONSULTANT SERVICES TO BE PROVIDED

[The basic professional consultant services to be provided under this Agreement will be appended or otherwise detailed here, subsequent to negotiation and Commission Approval].

EXHIBIT B

SCHEDULE OF COMPLETION

[This Exhibit B will be reflective of the agreed-to Schedule of Completion for the Cultural Redevelopment Program.]

EXHIBIT C

FEE SCHEDULE

(Please append the rate schedule provided in response to the CRA's request in this area)