

Village of Royal Palm Beach

Village Mayor and Council

David Lodwick, Mayor

Matty Mattioli, Vice Mayor

Martha Webster, Councilwoman

David Swift, Councilman

Fred Pinto, Councilman

Village Manager

David B. Farber

Village Engineer

Raymond C. Liggins Jr., P.E.

Request for Qualification

For

LAND PLANNER PROFESSIONAL



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411

(561) 790-5100 ☎ 790-5174 📧 clerk@royalpalmbeach.com ✉

**REQUEST FOR STATEMENT OF QUALIFICATIONS
LAND PLANNER PROFESSIONAL**

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INSTRUCTIONS

REQUEST FOR STATEMENT OF QUALIFICATIONS

1. Purpose and Services

- a. The Village of Royal Palm Beach ("Village") has published a Request for Statement of Qualifications ("RFQ") to establish contracts for professional services ("Services") be rendered by qualified professionals (Professional(s)) which term, for the purposes of these Instructions, may refer to an individual or an entity as the context may require) as described in the RFQ. These Instructions and the addenda and exhibits attached hereto are a part of the RFQ. Professionals have been asked to respond to the RFQ submitting Statements of Qualifications ("Qualifications") in accordance with the RFQ.
- b. The Services are to be rendered with regard to the following "Project":

Land Planner Professional

- c. A description of the Services is set forth in the "Statement of Work" attached hereto as Exhibit A.

2. Procedure for Submitting Proposals

- a. Each Professional who wishes to respond to the RFQ is required to submit six (6) complete copies of his Qualifications. Envelopes, packets or packages containing the Qualifications shall be sealed, postage paid, if mailed, and shall reflect on their face the information required by the RFQ, the name and address of the Professional and the date and hour of the deadline for receipt of Qualifications.
- b. Any Qualifications received after the time and date specified will not be considered. The failure of a Professional to comply with any of the specifications, terms and conditions of the RFQ shall be valid reason for rejection of the Qualifications.
- c. Any Qualifications may be withdrawn up until the time scheduled for receipt of the Qualifications.
- d. Due to irregularity of mail delivery, each Professional is cautioned to assure actual delivery of his Qualifications to the Village Clerk prior to the deadline in order to be considered.

3. Qualifications Format: Qualifications must be concise, include the items designated below and be presented in the following order.

- a. Cover Sheet - Indicating corporate name and address of Professional and marked, "Village of Royal Palm Beach – Land Planner Professional.
- b. Letter of Transmittal - A brief statement of the Professional's understanding of the Services and a commitment to perform the Services in a timely fashion. If a partnership, this statement should contain the names of the individuals who will be authorized to make representations for the Professional, their titles, addresses and telephone numbers, and must be signed by the officer authorized and designated to negotiate for the professional. The letter should also indicate the reasons the Professional feels their approach would be the most cost effective for the Village.
- c. Profile and Qualifications - A brief description of the capabilities, adequacy of personnel, past record and experience of the Professional (or of its personnel if not individual, but rather an entity such as a corporation or partnership). Emphasis must be given to experience with programs similar to the Project and expertise in activities similar to the Services. This should also contain the resumes of the individuals who will be responsible for performing the Services and recent, pertinent references, for the Professional and/or these individuals.

The Village requests that this section include information only on the individuals who will be assigned work on this project and indicate the following:

1. Individual's resume including representative projects with contract persons, telephone numbers and references for each.
2. Individual's project assignment.
3. Individual's office location.
4. Estimated percentage of individual's time which would be consumed by this project.
5. Individual's current project assignments.

The previous should cover all disciplines expected to be assigned to this project. An organizational chart for this project should be included.

- d. Standard Form 330 - (Current within past 6 months)

- e. Sworn Statements - Public Entity Crimes Statement (Exhibit B)
- f. Truth – In – Negotiations Certificate (Exhibit C)
- g. Licensing and Insurance - Proof of licensing as required to perform this work and proof of professional liability insurance coverage. A minimum of \$500,000 professional liability insurance coverage is required. Professionals who do not currently maintain this coverage shall submit a statement of insurability from a properly licensed carrier and a statement of commitment to secure the coverage prior to execution of a contract.
- h. Additional Data - The Professional may include any additional, relevant data, which they feel has significance or should be considered in the selection process. All such information should be presented in a concise format.

4. Consideration of Professionals

A selection committee will review and consider the qualifications of all professionals received in accordance with the stipulated criteria. The selection committee has not yet been formulated and is not expected to be formulated until after the submittals are received. The selection committee will identify up to five (5) Professionals who will be requested to make formal presentations to the committee. After the presentations, the committee will rank the Professionals and make recommendation to the Village Council. ***The Village Council may require a summary presentation of maximum ten (10) minutes from the top three (3) firms prior to award.***

5. Competency of Professionals

- a. No qualifications will be accepted from, nor will any contract be entered into with, any Professional which is in default on any obligation to a public or private entity or which has failed to perform faithfully any previous contract with said entity.
- b. Qualifications will be considered only from Professionals who are regularly engaged in the business of providing services similar to the Services, which produce evidence that they have established a satisfactory record of performance for a reasonable period of time and which have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the Services if awarded a contract.

6. Contracts

- a. The Qualifications of the successful Professional shall become a legal obligation only if a contract is duly authorized and adopted by the Village Council. Any contract

resulting from this RFQ will be on a fixed price basis and may contain a renewal option if deemed appropriate by the Village Council. Exercise of any renewal option would be contingent on additional funding approved by the Village Council.

- b. Any contract resulting from the RFQ will be governed by the laws of the State of Florida and will contain provisions or conditions deemed by the Village to be necessary to define a sound and complete agreement, including fair, competitive and reasonable compensation.
- c. The selected Professional will be required to execute the "Truth in Negotiation Certificate" attached hereto as Exhibit C contemporaneously with the execution of the contract.

7. Reservation of Rights

- a. The Village reserves the right to reject qualifications which contain any alternation, addition, condition, limitation, unauthorized alternatives or which show irregularities, technicalities or informalities in any Qualifications or to reject any or all Qualifications.
- b. Neither the Village nor its representatives will be liable for any expenses incurred in connection with the preparation of any Qualifications.
- c. The Village reserves the right to delay any scheduled dates or times for performance, in which event the Village will bring such information to the attention of those professionals which have demonstrated an interest by responding to the RFQ.
- d. *The Village anticipates awarding one contract for the Services.* However, the Village reserves the right to award more contracts if it is deemed in its best interest.
- e. A response to this RFQ does not constitute a bid, therefore the Village retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

EXHIBIT “A”

Project: Land Planner Professional to lead a team of professionals for the redevelopment of the Village’s decommissioned Wastewater Treatment Plant Site. The redevelopment plan is envisioned to include academic, research and business opportunities.

Scope of Work: The consultant shall serve as the Village’s professional representative for the project. The anticipated work will include, but not limited to:

- A. Due diligence evaluations of property including:
Traffic Study to determine available concurrency.

Research of Comprehensive Plan and Zoning code for determination of appropriate land use and zoning classification with or without recommended amendments or creation of new land use and zoning categories for the desired development program.

Conceptual engineering/environmental review for site suitability including geotechnical, environmental, utilities and proposed access.

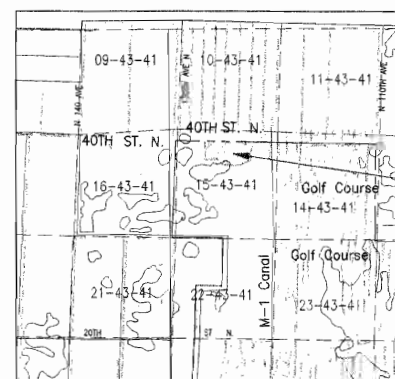
Perform a market analysis to determine an economically viable development program.

- B. Development of Conceptual Master Plan.
- C. Preparation and submittal of a Future Land Use Amendment application; which may include text amendment to the Comprehensive Plan.
- D. Attached and made a part of this request is the following:
 - 1. Plat of Property
 - 2. Aerial
 - 3. Jurisdictional boundaries
 - 4. Utility Easement Map

SECTION 15, NORTHEAST QUARTER

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 SOUTH,
RANGE 41 EAST OF THE VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2



LOCATION MAP
N.T.S.

DEDICATIONS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS THAT THE VILLAGE OF ROYAL PALM BEACH OWNER OF THE LAND SHOWN HEREON AS SECTION 15, NORTHEAST QUARTER, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 41 EAST, VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO AN EASEMENT OVER THE NORTH 200 FEET AS RECORDED IN OFFICIAL RECORDS BOOK 1684, PAGE 1753 AND SUBJECT TO AN ACCESS AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4012, PAGE 573, PUBLIC RECORDS OF PALM BEACH COUNTY.

CONTAINING 165.929 ACRES, MORE OR LESS

AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

THE ACCESS EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY TO THE VILLAGE OF ROYAL PALM BEACH FOR ACCESS, CONSTRUCTION, OPERATION AND MAINTENANCE OF FACILITIES.

IN WITNESS WHEREOF, VILLAGE OF ROYAL PALM BEACH HAS CAUSED THESE PRESENTS TO BE SIGNED BY DAVID A. LODWICK AS MAYOR OF VILLAGE OF ROYAL PALM BEACH THIS 20th DAY OF APRIL, 2006.

BY: VILLAGE OF ROYAL PALM BEACH

BY: David A. Lodwick
PRINT NAME: DAVID A. LODWICK
TITLE: MAYOR
DULY AUTHORIZED

BEFORE ME PERSONALLY APPEARED DAVID A. LODWICK AS MAYOR AND OF THE VILLAGE OF ROYAL PALM BEACH, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT IN THE FOREGOING CAPACITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF THE VILLAGE OF ROYAL PALM BEACH.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 20th DAY OF APRIL, 2006.

BY: Monika D. Bowles
NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXPIRES: June 14, 2008



TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

WE, EXPRESS LAND TITLE, INC., A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN THE VILLAGE OF ROYAL PALM BEACH; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

BY: Lina N. Orell
TINA ORELL
DATED: 4-16-06

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS (PRM'S) AND MONUMENTS ACCORDING TO SEC. 177.091 (9) F.S. HAVE BEEN PLACED AS REQUIRED BY LAW AND FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED AND THE APPLICABLE ORDINANCES OF THE VILLAGE OF ROYAL PALM BEACH FLORIDA.

JAMES F. NOTH, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3871

THIS INSTRUMENT WAS PREPARED BY JAMES F. NOTH IN THE OFFICES OF ERDMAN ANTHONY OF FLORIDA, INC., 1402 ROYAL PALM BEACH BLVD., BUILDING 500, ROYAL PALM BEACH, FLORIDA 33411.

DATE 04/13/06

SUMMARY OF INFORMATION

SUBDIVISION	PLAT OF SECTION 15 NORTHEAST QUARTER BEING IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 41 EAST
OWNER	VILLAGE OF ROYAL PALM BEACH
AGENT	N/A
ENGINEER	N/A
SURVEYOR	JAMES F. NOTH ERDMAN ANTHONY OF FLORIDA INC.
TOTAL ACRES	165.929 COMPUTED
LINEAR FEET ALONG STREET	0
TRACT A	15.224 ACRES
TRACT B	150.705 ACRES

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VILLAGE OF ROYAL PALM BEACH
APPROVAL OF PLAT

STATE OF FLORIDA
COUNTY OF PALM BEACH
THE VILLAGE OF ROYAL PALM BEACH, ITS SUCCESSORS AND ASSIGNS, HEREBY APPROVES THIS PLAT FOR RECORD.
THIS 20th DAY OF APRIL, 2006.
VILLAGE OF ROYAL PALM BEACH
A MUNICIPAL CORPORATION IN THE STATE OF FLORIDA
BY: David Lodwick ATTEST: Diane Disanto
DAVID LODWICK MAYOR DIANE DISANTO VILLAGE CLERK

VILLAGE ENGINEER APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 20th DAY OF April, 2006.

BY: Ray Liggins
RAY LIGGINS, PE
VILLAGE ENGINEER

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED DAVID LODWICK AND DIANE DISANTO, WHO ARE PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MAYOR AND VILLAGE CLERK OF THE VILLAGE OF ROYAL PALM BEACH, A MUNICIPAL CORPORATION IN THE STATE OF FLORIDA, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS OF SAID VILLAGE, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE SEAL OF SAID VILLAGE AND THAT IT WAS AFFIXED BY DUE AND REGULAR VILLAGE AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID VILLAGE.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 20th DAY OF April, 2006.

Monika D. Bowles #00328949
BY: Monika D. Bowles
NOTARY PUBLIC STATE OF FLORIDA

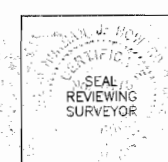
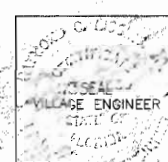
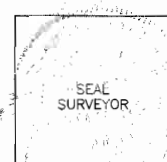


MY COMMISSION EXPIRES: June 14, 2008

REVIEWING SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081 (1) F.S., TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

REVIEWING SURVEYOR N. Howard DATE 4-14-06
FLORIDA CERTIFICATE NORMAN J. HOWARD
#5776



ERDMAN
ANTHONY

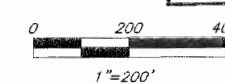


1402 ROYAL PALM BEACH BLVD., BLDG 500
ROYAL PALM BEACH, FLORIDA 33411
PH 561-753-9723 FAX 561-753-9724 EB-25912 LB-7334

SECTION 15, NORTHEAST QUARTER

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 SOUTH,
RANGE 41 EAST OF THE VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2



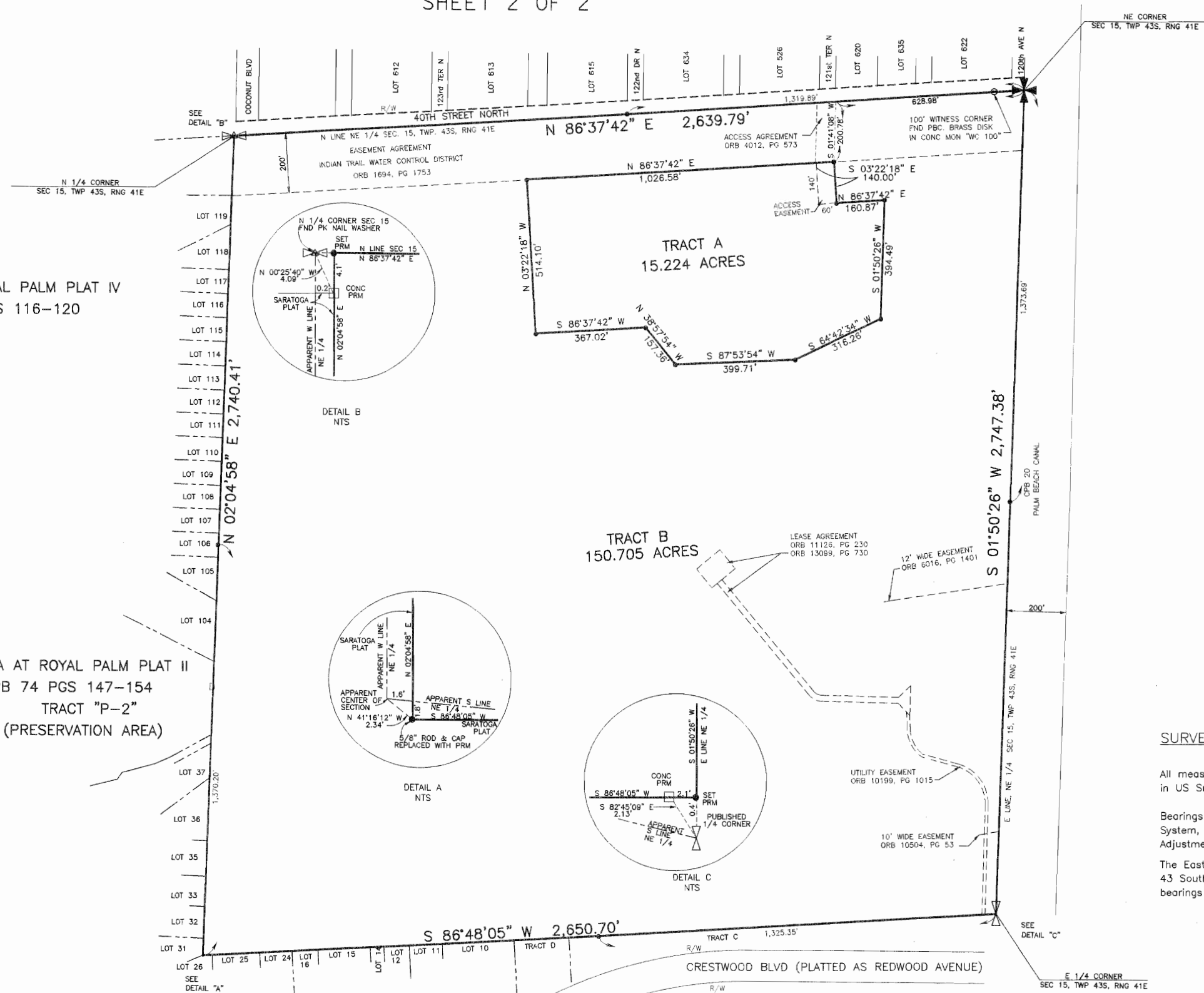
SARATOGA AT ROYAL PALM PLAT IV
PB 79 PGS 116-120

SARATOGA AT ROYAL PALM PLAT II
PB 74 PGS 147-154
TRACT "P-2"
(PRESERVATION AREA)

SARATOGA AT ROYAL PALM PLAT 1
PB 61, PGS 66-74

LEGEND

- CL = CENTERLINE
- ORB = OFFICIAL RECORD BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RNG = RANGE
- R/W = RIGHT OF WAY
- TWP = TOWNSHIP
- △ = FOUND PK NAIL AND WASHER
- NTS = NOT TO SCALE
- P = PLATTED
- = FOUND SRD CONCRETE MONUMENT
- = SET 18", #5 REBAR WITH YELLOW CAP
STAMPED ERDMAN ANTHONY LB 6595 PRM
- ⊙ = FOUND BRASS SURVEY DISK
- SQ = SQUARE
- FND = FOUND
- CONC = CONCRETE
- MON = MONUMENT
- ✱ = SECTION CORNER
- ⊞ = QUARTER CORNER
- US = UNITED STATES
- N/F = NOW OR FORMERLY
- O = 5/8" IRON ROD & CAP
- PG = PAGE
- PRM = PERMANENT REFERENCE MARKER
- SEC = SECTION
- CPB = CANAL PLAT BOOK



SURVEYORS NOTES/ REPORT

All measurements are in accordance with the United States Standard in US Survey feet and are ground distances unless otherwise noted.

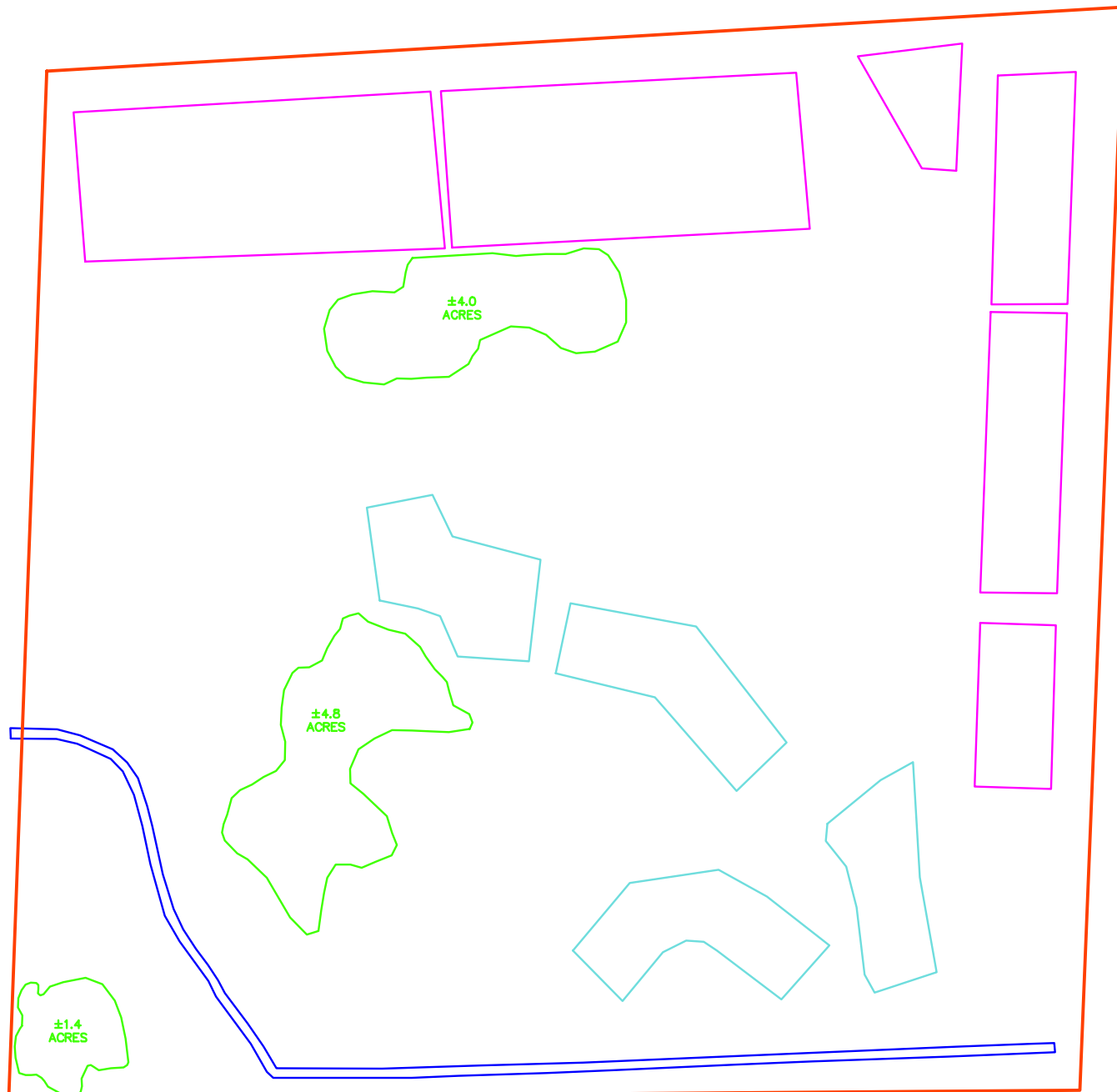
Bearings and coordinates are based on the State Plane Coordinate System, Florida East Zone, North American Datum (NAD) 83/90 Adjustment.

The Easterly line of the Northeast quarter of Section 15, Township 43 South, Range 41 East bears North 01°53'05" West and all other bearings are relative thereto.

**ERDMAN
ANTHONY**

1402 ROYAL PALM BEACH BLVD., BLDG 500
ROYAL PALM BEACH, FLORIDA 33411
PH 561-753-9723 FAX 561-753-9724 EB+25912 LB+7334

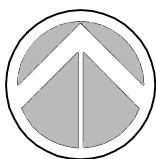
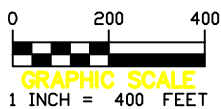




CRESTWOOD BLVD.

LEGEND:

- ASSESSMENT AREA BOUNDARY (±163.58 ac.)
- WETLANDS (±10.2 ac.)
- RETENTION PONDS/WATERS OF THE U.S. (±24.55 ac.)
- WETLANDS/FILTER MARSHES (±9.90 ac.)
- DRAINAGE DITCH/WATERS OF THE U.S. (±1.66 ac.)



WETLAND LOCATION MAP

DATE	05-00439
BY	WLM-1
CHECKED	
DATE	
BY	
CHECKED	
DATE	

MILLER LEGG
 South Florida Office: 1800 North Douglas Road - Suite 200
 Palm Beach, Florida 33404-3000
 954-436-7000 • Fax: 954-436-8064
 www.millerlegg.com

ROYAL PALM BEACH WETLAND ASSESSMENT
 PALM BEACH COUNTY, FLORIDA
 FOR: VILLAGE OF ROYAL PALM BEACH

NO.	DATE	REVISIONS	BY	CHK



40TH STREET

County Water
Treatment Plant

CRESTWOOD BLVD.

LEGEND:

- SITE BOUNDARY
- PALM BEACH COUNTY WATER UTILITY EASEMENT
- PALM BEACH COUNTY WATER TREATMENT PLANT
- FUTURE CELL TOWER SITE

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

DESCRIPTION OF CONTRACT: **Land Planner Professional**

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name or bidder or contractor), is _____ (relationship such as sole proprietor, partner, president, vice president).

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

Sworn and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20_____.

Notary Public

(affix seal)

My Commission Expires

EXHIBIT C

Truth – In – Negotiation Certificate

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

Agreement for Professional Services

This Agreement, between the Village of Royal Palm Beach, (hereinafter referred to as VILLAGE) and _____ (hereinafter referred to as CONSULTANT), a _____ Corporation, whose Federal Identification Number is: _____.

Whereas, VILLAGE owns and operates lands throughout the Village; and

Whereas, VILLAGE requires certain professional services in connection with Land Planner Professional; and

Whereas, CONSULTANT represents it is capable and prepared to provide such Services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE; TERM

Effective date of this agreement will be _____. Term of Agreement shall be for a two-year period, unless otherwise terminated as provided herein. The Village shall have the option of extending the Agreement for two additional two-year periods on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform such of the services as specifically stated in the Statement of Work and other related services as may be specifically designated and authorized by the VILLAGE. Such authorizations will be referred to as Consultant Services Authorizations (CSA) and each CSA will be numbered consecutively. Each CSA form will set forth a specific Scope of Services, total amount of compensation and completion date. An individual CSA must be approved by the VILLAGE prior to commencement by CONSULTANT on each of the task or tasks.

ARTICLE 3 - COMPENSATION

3.1 GENERAL

VILLAGE shall pay CONSULTANT in accordance with each Consultant Services Authorization (CSA). Such CSA shall be by mutual consent of both parties and shall include at a minimum the scope of services, length of time to complete project, any work or information required of the Village, list of deliverables and cost. Compensation will be negotiated as a lump sum price on a per-project basis, on each individual CSA as set forth in Article 2 herein above.

Invoices must reference the current contract number and Consultant Services Authorization number (if any) and will be submitted to the Village within thirty (30) days from the billing period. Each individual invoice shall be due and payable within thirty (30) days after receipt of correct, fully documented, invoice by the VILLAGE. All invoices shall be delivered to:

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
Attention: Assistant Village Manager

In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the VILLAGE for each CSA Authorization. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.2 REIMBURSABLES

All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the Village's Engineering Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

Reimbursable Expenses mean the actual, pre-approved, expenses incurred directly or indirectly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Subconsultants
Long Distance Telephone Calls

Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.

All work product(s) shall become the property of the VILLAGE upon completion of the work for which the asset was utilized in accordance with Article 26.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 aggregate.
4. **Professional Liability** Insurance with limits of not less than \$1,000,000 annual aggregate.

CONSULTANT shall furnish VILLAGE certificates of insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the VILLAGE. CONSULTANT shall include VILLAGE as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. All of CONSULTANT's sub-contractors shall be required to include VILLAGE and CONSULTANT as additional insured on their General Liability insurance policies.

The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the VILLAGE.

ARTICLE 5 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to VILLAGE, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT warrants that all services shall be performed to comparable professional standards in the field by skilled and competent personnel.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, VILLAGE and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the VILLAGE, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the VILLAGE, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent or intentional acts or omissions of the CONSULTANT, its employees or agents, including subcontractors, in the performance of Services under this Agreement. The CONSULTANT shall not be required to indemnify the

VILLAGE or its agents, employees or representatives, when an occurrence results from the negligence, wrongful acts or omissions of the VILLAGE, or its agents, employees or representatives.

6.3 SURVIVAL

Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. VILLAGE shall have no right to supervise the methods used, but VILLAGE shall have the right to observe such performance. The Village as well as the Value Engineer shall have the right to review and make comments/recommendations relating to the Scope of Services. CONSULTANT shall work closely with VILLAGE in performing Services under this Agreement.

The CONSULTANT shall not pledge the VILLAGE's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUBCONTRACTING

The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor to ensure that the selected subcontractor will be able to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the Village.

ARTICLE 11 - FEDERAL AND STATE TAXES

The VILLAGE is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the VILLAGE will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall the CONSULTANT be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the VILLAGE under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

ARTICLE 13 - VILLAGE'S RESPONSIBILITIES

VILLAGE shall be responsible for providing access to all project sites and providing information on hand required by CONSULTANT, including: existing reports, existing design plans and drawings, studies, financial information and other required data that are available in the files of the VILLAGE.

ARTICLE 14 - TERMINATION OF AGREEMENT

This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the VILLAGE in the event of substantial failure by the VILLAGE to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT. It may also be terminated by the VILLAGE with or without cause immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the VILLAGE.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination unless CONSULTANT is in breach of contract as set forth earlier in this Article.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither the VILLAGE nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 17 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 18 - NON-DISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 19 - WAIVER

A waiver by either VILLAGE or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The VILLAGE and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the VILLAGE and CONSULTANT pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both VILLAGE and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

VILLAGE and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the VILLAGE via executed amendment.

ARTICLE 24 - 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 any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the VILLAGE for its use and/or distribution as may be deemed appropriate by the VILLAGE. However, any re-use of such documents by the VILLAGE, for other than the specific purpose

intended, without written verification and adaptation by the CONSULTANT for such specific purpose will be at the sole risk of the VILLAGE and without liability or legal exposure to the CONSULTANT.

ARTICLE 26 - ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONSULTANT's place of business.

ARTICLE 27 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To VILLAGE

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
Attention: Raymond C. Liggins Jr., P.E., Assistant Village Manager
561-790-5162

As To CONSULTANT

TBA

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and VILLAGE.

ARTICLE 28 - AUTHORIZED REPRESENTATIVE

The parties agree that in order to facilitate the orderly and efficient implementation of the Project and the work contemplated by this Agreement, each party shall appoint an authorized representative (or representatives) for such party. The VILLAGE's representative shall have the authority to transmit instructions, receive information, and interpret and define the VILLAGE's policies and decisions pertinent to the work covered by this Agreement. The parties understand and agree that only the VILLAGE Council has the authority to issue Consultant Service Authorizations, or approve changes or modifications to this Agreement on behalf of the VILLAGE. The CONSULTANT's representative shall be authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of its performance under this Agreement. The initial representatives shall be Raymond C. Liggins Jr., P.E., Assistant Village Manager, for the VILLAGE; and _____, for CONSULTANT. Either party shall have the right to change its authorized representative or representatives, or to add additional representatives, from time to time, throughout the term hereof, by giving written notice to the other party hereto in accordance with the notice provisions of this Agreement and by mutual consent of both parties.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

Village of Royal Palm Beach

WITNESSES:

1. _____

By: _____
Signature

2. _____

Name: David B. Farber,

Title: Village Manager

Approved as to Form and Legal Sufficiency

By: _____
Trela White Esq., Village Attorney

Company Name.

WITNESSES:

By: _____
Signature

1. _____

Name: Name of President or person authorized

2. _____

Title: Title of Person authorized to sign

Approved by Village Council on _____
Item No. _____