TOWN OF LANTANA

Town Hall
500 Greynolds Circle
Lantana FL 33462

Regular Meeting
May 12, 2025 - 6:00 p.m.

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

***THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

1. **ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.**
   Karen Lythgoe, Mayor ____
   Kem Mason, Vice Mayor ____
   Christopher Castle, Vice Mayor Pro Tem ____
   Jesse Rivero, Councilmember ____
   Mark Zeitler, Councilmember ____

   LANTANA STAFF: Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; and Kathleen Dominguez, CMC, Town Clerk

2. **AGENDA APPROVAL:**
   - **a.** Additions, substitutions, deletions.
   - **b.** Agenda Approval.

3. **STAFF AND COMMITTEE REPORTS:**
   - **a.** Town Council
   - **b.** Town Manager

4. **SPECIAL PRESENTATIONS:**
   - **a.** Presentation from S. Lizabeth Martin, Palm Beach County Commission on Ethics.
   - **b.** Proclamation Recognizing June 6, 2025, as National Gun Violence Awareness Day.

5. **APPROVAL OF THE CONSENT AGENDA:**
   - **a.** Approval of the April 28, 2025, Town Council Meeting Minutes.

6. **ORDINANCES AND RESOLUTIONS:**
   - **a.** Consideration of Ordinance O-02-2025, by amending subsections 23-134(a)(11) and (b)(6), to prohibit seaplanes and/or flying boats from docking or being tied-up to any pier or dock

within the municipal boundaries. Remarks: First Reading

b. Consideration of Resolution No. R-05-2025, authorizing the application for a Transportation Planning Agency (TPA) Transportation Alternative Program for the Greynolds Circle Pathway Project.

7. QUASI-JUDICIAL HEARINGS:

a. None.

8. MISCELLANEOUS:

a. Consideration of awarding a contract to Cacique Utilities, LLC for W Pine St Water Main Phase II Improvements in the amount of $1,552,940.

b. Consideration of CSA No. 2025-02 with Baxter & Woodman, Inc. for engineering and general construction services to support Phase II of the water main replacement project in the amount of $147,857.

9. PUBLIC COMMENTS:

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

- 05/15/2025 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 05/26/2025 - Town Offices Closed in Observance of Memorial Day.
- 05/28/2025 - Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.
- 06/01/2025 - Hurricane Season Begins.
- 06/07/2025 - Summer Reading Club Begins.
- 06/09/2025 - First Budget Workshop, Town Hall Council Chambers, 5:30 p.m.
- 06/09/2025 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 06/19/2025 - Town Offices Closed in Observance of Juneteenth.
- 06/23/2025 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 06/25/2025 - Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting: Visit https://www.lantana.org/TownAgendas and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment **OR** any matter not on the agenda under the "Public Comments" section. Citizens desiring to address the Town Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) workings days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500

Greynolds Circle, Lantana, Florida, (561) 540-5000.

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4b

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: May 12, 2025

AGENDA ITEM: Proclamation Recognizing June 6, 2025, as National Gun Violence Awareness Day.

ISSUE/BACKGROUND:

ATTACHMENT(S):

1. Proclamation for Gun Violence Awareness Day 2025.pdf

Proclamation

National Gun Violence Awareness Day
June 6, 2025

WHEREAS, the Town of Lantana wishes to support the designation of Friday, June 6, 2025, as National Gun Violence Awareness Day; and,

WHEREAS, every day, Americans are killed, shot, or wounded by gun violence; and,

WHEREAS, cities across the nation, including Lantana, are working to end the senseless violence with evidence-based solutions; and,

WHEREAS, protecting public safety in the communities they serve is the Town's highest responsibility; and,

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 6, 2025, to recognize the 28th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to (1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and,

WHEREAS, anyone can join this campaign by pledging to wear orange on June 6th, the first Friday in June in 2025, to help raise awareness about gun violence; and,

NOW, THEREFORE, BE IT RESOLVED that I, Karen Lythgoe, Mayor of the Town of Lantana, Florida, do hereby recognize the first Friday in June, as National Gun Violence Awareness Day, and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lantana, Florida, to be affixed this 12th day of May, 2025.

_____
Mayor Karen Lythgoe

Attest:

_____
Kathleen Dominguez, CMC, Town Clerk

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: May 12, 2025

AGENDA ITEM: Approval of the April 28, 2025, Town Council Meeting Minutes.

ISSUE/BACKGROUND:

ATTACHMENT(S):

1. 04-28-25_TC_Mtg_Minutes_FINAL DRAFT.docx

TOWN OF LANTANA
Regular Meeting Minutes
April 28, 2025

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the regular Town Council meeting to order at 6:00 p.m. in the Council Chambers. Town Clerk Kathleen Dominguez called the roll and confirmed a quorum with all elected officials present.

Mayor Lythgoe led a moment of silence in observance of Yom HaShoa, which occurred on April 24th, and honored the six million Jews murdered in the Holocaust. Following the moment of silence, resident Ted Cook led the Pledge of Allegiance.

2. AGENDA APPROVAL:

a. Additions, substitutions, deletions.
b. Agenda Approval.

Motion: Vice Mayor Mason made a motion to approve the agenda, as submitted. Councilmember Zeitler seconded the motion. Motion passed 5-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Councilmember Rivero remarked on the significant amount of trash and debris collected during the Great American Beach Clean-up event on Saturday.

Vice Mayor Pro Tem Castle echoed Councilmember Rivero's comments above and shared the positive experience he had at the Eggstravaganza Egg Hunt event.

Mayor Lythgoe commented on the success of the Arbor Day event and the Town's continued Tree City USA designation. She also noted the enjoyable Eggstravaganza Event.

Vice Mayor Mason reported on his attendance at the Palm Beach County League of Cities meeting, highlighting the distinctions between that organization and the Florida League of Cities, as well as the workshops they offer to elected officials.

Councilmember Zeitler noted the informative presentation on reefs provided by the Lantana Chamber of Commerce speaker.

b. Town Manager

Town Manager Raducci commended the Public Services staff for their excellent work on the Eggstravaganza Egg Hunt event and the recent beautification projects, including tree and flower plantings throughout the Town.

He also expressed his gratitude to Deputy Town Clerk Maria Rios for her efforts in organizing and coordinating the Take Your Child to Work Day event on Thursday, April 24th and thanked everyone who participated.

4. SPECIAL PRESENTATIONS:

a. Proclamation Recognizing May 4-10, 2025, as Municipal Clerks Week.

Mayor Lythgoe read aloud and presented the Municipal Clerks Week proclamation to Deputy Town Clerk Maria Rios and recognized Town Clerk Kathleen Dominguez, who attended the meeting remotely in her capacity as the Town Clerk.

b. Proclamation Recognizing May 4-10, 2025, as Public Service Recognition Week.

Mayor Lythgoe read aloud and presented the Public Service Recognition Week proclamation to all staff members in attendance.

c. Proclamation Recognizing May 18-24, 2025, as National Public Works Week.

Mayor Lythgoe read aloud and presented the National Public Works Week proclamation to Public Services Director Eddie Crockett.

5. APPROVAL OF THE CONSENT AGENDA:

a. Approval of the April 14, 2025, Town Council Meeting Minutes.

b. Consideration of approval authorizing the Mayor to execute the Sovereignty Submerged Lands Easement Renewal with the Florida Department of Environmental Protection's (FDEP's) Bureau of Public Land Administration for a 30-year term.

Motion: Vice Mayor Mason made a motion to approve the consent agenda, as presented. Vice Mayor Pro Tem Castle seconded the motion. Motion passed 5-0.

6. ORDINANCES AND RESOLUTIONS:

a. None.

7. QUASI-JUDICIAL HEARINGS:

a. Consideration of two (2) variance requests from Sec. 23-134(a) of the Town Code of Ordinances for the property located at 901 N Atlantic Dr (Case #: VAR25-0002).

Mayor Lythgoe introduced the agenda item and reviewed quasi-judicial procedure.

Town Attorney Lohman swore in two (2) individuals.

Each Councilmember disclosed that they spoke with the Town Manager. Councilmember Rivero disclosed he spoke with the property owner in addition to speaking with the Town Manager.

Nicole Dritz, Director of Development Services, presented an overview of the two (2) variance requests and provided the Planning Commission's recommendation to approve the request and staff's recommendation to deny the request since there is no hardship. She then answered questions from the Councilmembers.

Michael Capatides, Property Owner and Petitioner, 901 N Atlantic Dr, presented his variance requests to the Town Council and answered their questions. He acknowledged that while there were no existing hardships, he believed the request was reasonable. He answered questions from the Councilmembers.

Town Attorney Lohman said that if we grant the variance and someone challenges it, he can't defend it since it doesn't meet the criteria in the Town Code for a hardship. He spoke about case law and the differences between a variance to exercise riparian rights versus a variance to construct a building.

There were no public comments.

There was discussion from the Councilmembers.

Motion: Councilmember Rivero made a motion to approve VAR25-0002 for the property located at 901 N Atlantic Dr (Case No VAR# 25-0002). Vice Mayor Mason seconded the motion. Motion passed 3 to 2, (Nay - Mayor Lythgoe and Vice Mayor Pro Tem Castle).

8. MISCELLANEOUS:

a. Consideration to grant three (3) easements to Florida Power & Light Company (FPL) to support their Storm Secure Underground Program (SSUP).

Mayor Lythgoe introduced the above agenda item.

Director Crockett provided an overview and answered questions from the Councilmembers.

Amy Kemp, FPL Representative, provided an overview of the project and answered questions from the Councilmembers.

There were no public comments.

There was no discussion from the Councilmembers.

Motion: Vice Mayor Mason made a motion to approve to (approve) (disapprove) the granting of three (3) easements to Florida Power and Light at the locations listed above to support the FPL Storm Secure Underground Program (SSUP), and to authorize the Town Manager to execute the request and any amendment thereto. Councilmember Zeitler seconded the motion. Motion passed 5-0.

9. PUBLIC COMMENTS:

Rosemary Mouring, 1445 W Branch St, Lantana, FL, 33462, representing the Casuarina Women's Club, requested consideration for planting a butterfly garden in the vicinity of the Maddock Park portable.

The Mayor asked the Town Manager to work with Ms. Mouring on her request.

Ted Cook, 806 E Windward Way, Lantana, FL, 33462, expressed concerns about the difficulties businesses face due to the Town's permit process, citing feedback from vendors relayed to his condominium's Board of Directors.

Katherine Ratcliffe, 718 W Palm St., Lantana, FL, 33462, expressed dissatisfaction with the Lantana Police Department's response to her request for assistance in removing a tenant alleged to be verbally and physically abusive.

Chief Scheller addressed Ms. Ratcliffe's concerns, clarifying that the Police Department's legal authority in tenant eviction matters is limited. He stated that officers have explained the legal constraints and Ms. Ratcliffe's available options to her.

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Councilmember Rivero raised the issue of the recent influx of Sargassum seaweed on the Town's beach and inquired about the Town Council's willingness to discuss the current beach cleaning policy, which prohibits the removal of such seaweed, at a future meeting.

A discussion ensued among the Councilmembers.

It was the consensus of the Town Council to task staff with adding the topic of the beach cleaning policy concerning Sargassum seaweed to a future meeting agenda. Staff will also gather and present pertinent information and potential solutions for the Council's review.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 7:15 p.m.

_____
Mayor Karen Lythgoe

ATTEST:

_____
Kathleen Dominguez, CMC, Town Clerk

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Nicole Dritz, Development Services Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: May 12, 2025

AGENDA ITEM: Consideration of Ordinance O-02-2025, by amending subsections 23-134(a)(11) and (b)(6), to prohibit seaplanes and/or flying boats from docking or being tied-up to any pier or dock within the municipal boundaries. Remarks: First Reading

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ISSUE/BACKGROUND:

Staff is initiating a text amendment to the Code of Ordinances to prohibit the docking or tying up of seaplanes and/or flying boats to any pier or dock within the Town. This proposed amendment aims to address concerns related to safety, noise, and compatibility with existing land and water uses. As part of the ongoing review of regulatory provisions, this item was identified for clarification and enhancement. The proposed language reflects best practices and aligns with guidance received during discussions with the Town Attorney.

The Planning Commission reviewed this ordinance at a Special Meeting held on May 8, 2025, and recommended approval unanimously. Voting members were: Joseph Farrell, Rosemary Mouring, Lyn Tate, Steven Madson, and Annemarie Joyce.

ATTACHMENT(S):

1. Ordinance O-02-2025
2. business-impact-estimate_DRAFT KD.docx

SAMPLE MOTION:

I move to (approve)(disapprove) Ordinance O-02-2025 on first reading.

ORDINANCE NO. O-02-2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 23 – ZONING, AT SECTION 23-134. – PIERS AND DOCKS. BY REPEALING SUBSECTIONS (a)(11) AND (b)(6) TO PROHIBIT SEAPLANES AND/OR FLYING BOATS AT ALL DOCKS AND/OR PIERS; PROVIDING THAT THE REMAINDER OF CHAPTER 23 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Lantana has determined that a need exists to amend Chapter 23 – Zoning. of the Town's Code of Ordinances related to docks and piers; and

WHEREAS, the Town Council has determined this revision to be in the best interests of the health, safety, and welfare of the citizens of the Town of Lantana.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA:

SECTION 1: Chapter 23 – Zoning. of the Code of Ordinances of the Town of Lantana is amended at Section 23-134 – Docks and Piers. by repealing subsections (a)(11) and (b)(6) and readopting same, as revised providing that Section 23-134 shall hereafter read as follows:

Sec. 23-134. - Piers and docks.

(a) *Residential.* All residential piers and docks to be constructed within the corporate limits of the Town must meet the following regulations and requirements:

(1) – (10) (These subsections shall remain in full force and effect as previously adopted).

(11) No floating structures, houseboats, ~~or~~ live-aboards, seaplanes, and/or flying boats are allowed to be tied-up or otherwise secured to ~~a~~ any pier or dock.

(12) – (13) (These subsections shall remain in full force and effect as previously adopted)

(b) Commercial docks and/or marinas. All commercial docks to be constructed within the corporate limits of the Town shall meet the following regulations and requirements:

(1) – (5) (These subsections shall remain in full force and effect as previously adopted.)

(6) No floating structures, houseboats, ~~or~~ live-aboards, seaplanes, and/or flying boats are allowed to be tied-up or otherwise secured to a pier or dock.

(c) (These subsections shall remain in full force and effect as previously adopted)

SECTION 2: Each and every other Section and Subsection of Chapter 23 Zoning. shall remain in full force and effect as previously enacted.

SECTION 3: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

SECTION 4: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

SECTION 5: Specific authority is hereby granted to codify this Ordinance.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

(The remainder of this page is intentionally left blank.)

FIRST READING this 12th day of May, 2025.

SECOND AND FINAL READING this 9th day of June, 2025.

TOWN OF LANTANA

_____ Aye	_____ Nay	_____ Mayor Karen Lythgoe
_____ Aye	_____ Nay	_____ Vice Mayor Kem Mason
_____ Aye	_____ Nay	_____ Vice Mayor Pro Tem Chris Castle
_____ Aye	_____ Nay	_____ Councilmember Jesse Rivero
_____ Aye	_____ Nay	_____ Councilmember Mark Zeitler

ATTEST:

_____ (SEAL)

Kathleen Dominguez, CMC, TOWN CLERK

Approved as to form and legal sufficiency.

_____

R. Max Lohman, TOWN ATTORNEY

Business Impact Estimate

Proposed ordinance's title:
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 23 – ZONING, AT SECTION 23-134. – PIERS AND DOCKS. BY REPEALING SUBSECTIONS (a)(11) AND (b)(6) TO PROHIBIT SEAPLANES AND/OR FLYING BOATS AT ALL DOCKS AND/OR PIERS; PROVIDING THAT THE REMAINDER OF CHAPTER 23 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The public purpose of this ordinance is to protect and enhance the public health, safety, and welfare of the Town's residents and visitors by prohibiting the operation of seaplanes and flying boats within Town limits. This measure addresses potential risks associated with safety, noise pollution, and ensures compatibility with established land and water uses.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance concerning the prohibition of seaplanes and flying boats within the Town is estimated to have no direct economic impact on private, for-profit businesses, as there is no known existing commercial seaplane or flying boat operation within the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Zero (0)

4. Additional information the governing body deems useful (if any):

[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6b

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: May 12, 2025

AGENDA ITEM: Consideration of Resolution No. R-05-2025, authorizing the application for a Transportation Planning Agency (TPA) Transportation Alternative Program for the Greynolds Circle Pathway Project.

ISSUE/BACKGROUND:

Staff recommends that the Town Council consider Resolution No. R-05-2025, authorizing the application for assistance under the TPA Transportation Alternative Program. The funding, if approved, would cover a portion of the costs associated with the design and construction of a new sidewalk around Greynolds Circle. The total amount of the grant application is $335,600, and there is no match requirement from the Town for this funding.

The Town Attorney has reviewed and approved the resolution for legal sufficiency. Thus, staff recommends approving the resolution.

ATTACHMENT(S):

1. 2025_TA_Grant_Local_Share_Resolution.docx

SAMPLE MOTION:

I move to (approve)(disapprove) Resolution No. R-05-2025, approving the application for assistance under the TPA Transportation Alternative Program and authorizing the Town Manager to execute the application and any amendments thereto.

RESOLUTION NO. R-05-2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE PURSUANT TO THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) TRANSPORTATION ALTERNATIVE PROGRAM TO FUND A PROPOSED TRANSPORTATION PROJECT; AGREEING TO FUND THE ONGOING MAINTENANCE AND OPERATIONS EXPENSES ASSOCIATED WITH THE PROJECT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the TOWN OF LANTANA ("TOWN") is eligible to apply for funding in an amount not to exceed $335,600 from the TPA Transportation Alternative Program (TA); and

WHEREAS, the Town desires to make improvements as part of its Greynolds Circle Pathway Project (the Project); and

WHEREAS, the Project will be constructed completely within the right-of-way owned by the Town; and

WHEREAS, eligible construction costs associated with the Project to be funded by the TA are estimated at $440,600; and

WHEREAS, if the Project is funded by the TPA, the Town agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the Project, to cover increases in construction costs with local funds, and to be reimbursed for eligible construction costs associated with the Project; and

WHEREAS, the Town will administer the Project through a LAP Agreement to construct the Project; and

WHEREAS, after construction of the Project, the Town agrees to appropriate such funds as may be necessary for the continued operation and maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, THAT:

Section 1: The foregoing recitals are incorporated herein as true and correct findings of the Town.

Section 2: The Town hereby directs and authorizes the Town Manager to submit an application for the TA to the TPA for the funding of the Project.

Section 3: The Town agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the Project, and to support the continued operation and maintenance of the Project.

Section 4: This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Lantana this 12th day of May 2025.

TOWN OF LANTANA

_____
Mayor Karen Lythgoe

ATTEST: (SEAL)

_____
Kathleen Dominguez, CMC, TOWN CLERK

Approved as to form and legal sufficiency.

_____
R. Max Lohman, TOWN ATTORNEY

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Jerry Darr, Assistant Utilities Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: May 12, 2025

AGENDA ITEM: Consideration of awarding a contract to Cacique Utilities, LLC for W Pine St Water Main Phase II Improvements in the amount of $1,552,940.

ISSUE/BACKGROUND:

On 04/09/2024, the Town Council approved CSA 2023-05 with Baxter & Woodman, Inc. (B&W) authorizing engineering services for design, permitting and bidding assistance related to the S Broadway and W Pine St Water Main Phase II Improvements. The Project was solicited through ITB No. 2025-02-PS. The Town received six (6) properly submitted bids as follows (listed in order from lowest to highest):

Company	Total
Cacique Utilities, LLC	$1,552,940.00
Wolf Creek Construction	$1,600,000.00
Roadway Construction, LLC	$2,161,745.86
Southern Underground Industries, Inc	$2,379,174.00
Foster Marine Contractors, Inc	$2,414,515.00
DP Development	$2,420,271.00

In the attached letter from B&W dated 04/03/2025, they have concluded that Cacique Utilities, LLC is the lowest responsible and responsive bidder. In addition, B&W has checked the references provided from Cacique Utilities, LLC and from those that responded, it appears that they have performed well on similar projects. As a result, staff recommends that the Town Council award the contract for the W Pine St Water Main Phase II Improvements to Cacique Utilities, LLC in the amount of $1,552,940 with funding coming from a possible federal grant, FY 2023/24 Capital Improvement rollover, and or reserves.

ATTACHMENT(S):

1. W. Pine St. WM PH2 - B & W Bid Review Letter.pdf
2. Bid Tab - W. Pine St WM PH2.pdf
3. West Pine Street Watermain Phase 2 Agmt - Cacique Utilities.docx

SAMPLE MOTION:

I move to (approve) (deny approval of) awarding a contract to Cacique Utilities, LLC., for the W Pine St Water Main Phase II Improvements in the amount of $1,552,940 with funding coming from a possible federal grant, FY 2023/2024 Capital Improvement rollover and or reserves and to authorize the Town Manager to execute this agreement and any amendments thereto.

BAXTER & WOODMAN
Consulting Engineers
1601 Forum Place, Suite 400, West Palm Beach, FL 33401 • baxterwoodman.com

April 4, 2025

Mr. Jerry Darr
Town of Lantana
510 W. Pine Street
Lantana, FL 33462

Subject: **Town of Lantana**
West Pine Street Water Main Improvements Phase 2
Bid Results
ITB No. 2025-02-PS

Dear Mr. Darr:

On April 3, 2025, bids were received by the Town of Lantana (Town) for the above referenced project. Six companies submitted bids via DemandStar, and their amounts are as follows:

Cacique Utilities, LLC	$	1,552,940.00
Wolf Creek Construction	$	1,600,000.00
Roadway Construction, LLC	$	2,161,745.86
Southern Underground Industries, Inc.	$	2,379,174.00
Foster Marine Contractors, Inc.	$	2,414,515.00
DP Development	$	2,420,271.00

The low bidder is Cacique Utilities, LLC. This letter reviews the bid package per the Invitation to Bid—Part 1: Bidding Requirements section and includes a review of bid references.

References

B&W contacted both references listed in the bid package. They were sent a standard questionnaire about the Contractor's past performance on projects of similar scope. The references indicate that the Contractor has performed well on similar projects.

Cacique Utilities, LLC included documentation to prove they are Certified General Contractors with the State of Florida under license number CGC1531967.

Bid Package Review

B&W conducted a review of the Contractor's bid package and found that the required information was included. The following items were provided:

- Bid Submittal Signature Page
- Bid Proposal
- Acknowledgement Of Addenda
- Information Required Of Bidder
- Conflict Of Interest Disclosure Form
- Notification Of Public Entity Crimes Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Truth In Negotiation Certificate
- Byrd Anti Lobbying Certification
- Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- Bid Bond/Guaranty
- Certificates Of Insurance
- Business Licenses
- Questionnaire
- Reference/Emergency Contact Form
- Buy America Build America (BABA) (AIS)

Summary

In our review, B&W concludes that Cacique Utilities, LLC is the lowest bidder and has provided all required bid documentation.

If you have any questions regarding the information presented, please contact us at 561-655-6175.

Sincerely,

BAXTER & WOODMAN, INC.



Jake Hurley, P.E.
Engineer IV

Enclosures cc: BW File No. P:\LANTT\2401045-W.Pine St. WM PH2\00-Design\12-Bidding

BID TABULATION
Town of Lantana
West Pine Street Water Main Improvements Phase 2

Item No.	Item Description	Unit	Quantity	Wolf Creek Construction		Foster Marine Contractors, Inc.		Roadway Construction, LLC		SUI, Inc.		Cacique Utilities		DP Development		EOPC	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	General Conditions, Overhead, and Profit	LS	1	$ 84,881.00	$ 84,881.00	$ 240,000.00	$ 240,000.00	$ 216,174.59	$ 216,174.59	$ 235,000.00	$ 235,000.00	$ 70,000.00	$ 70,000.00	$ 213,000.00	$ 213,000.00	$ 80,000.00	$ 80,000.00
2	Site Mobilization/Demobilization	LS	1	$ 62,500.00	$ 62,500.00	$ 120,000.00	$ 120,000.00	$ 108,087.29	$ 108,087.29	$ 115,000.00	$ 115,000.00	$ 70,000.00	$ 70,000.00	$ 73,000.00	$ 73,000.00	$ 80,000.00	$ 80,000.00
3	Bonds and Insurance	LS	1	$ 9,600.00	$ 9,600.00	$ 40,000.00	$ 40,000.00	$ 43,234.92	$ 43,234.92	$ 45,000.00	$ 45,000.00	$ 70,000.00	$ 70,000.00	$ 41,000.00	$ 41,000.00	$ 10,000.00	$ 10,000.00
4	As-Built Record Drawings	LS	1	$ 25,000.00	$ 25,000.00	$ 50,000.00	$ 50,000.00	$ 134,543.13	$ 134,543.13	$ 13,908.00	$ 13,908.00	$ 40,000.00	$ 40,000.00	$ 27,000.00	$ 27,000.00	$ 20,000.00	$ 20,000.00
5	Preconstruction Video Recording	LS	1	$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00	$ 1,528.30	$ 1,528.30	$ 6,259.00	$ 6,259.00	$ 5,000.00	$ 5,000.00	$ 900.00	$ 900.00	$ 2,000.00	$ 2,000.00
6	NPDES Permit/Erosion Protection Measures	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 579.81	$ 579.81	$ 11,822.00	$ 11,822.00	$ 20,000.00	$ 20,000.00	$ 7,300.00	$ 7,300.00	$ 10,000.00	$ 10,000.00
7	Dewatering	LS	1	$ 12,000.00	$ 12,000.00	$ 8,000.00	$ 8,000.00	$ 392.66	$ 392.66	$ 4,868.00	$ 4,868.00	$ 10,000.00	$ 10,000.00	$ 1.00	$ 1.00	$ 10,000.00	$ 10,000.00
8	Maintenance of Traffic	LS	1	$ 75,000.00	$ 75,000.00	$ 50,000.00	$ 50,000.00	$ 75,000.00	$ 75,000.00	$ 25,034.00	$ 25,034.00	$ 60,000.00	$ 60,000.00	$ 48,000.00	$ 48,000.00	$ 50,000.00	$ 50,000.00
9	Clearing and Grubbing	LS	1	$ 3,500.00	$ 3,500.00	$ 20,000.00	$ 20,000.00	$ 150,000.00	$ 150,000.00	$ 22,253.00	$ 22,253.00	$ 3,000.00	$ 3,000.00	$ 83,000.00	$ 83,000.00	$ 5,000.00	$ 5,000.00
10	Mill Existing Asphalt Pavement and Haul off	SY	3980	$ 16.00	$ 63,680.00	$ 25.00	$ 99,500.00	$ 5.23	$ 20,815.40	$ 7.00	$ 27,860.00	$ 5.00	$ 19,900.00	$ 6.00	$ 23,880.00	$ 8.00	$ 31,840.00
11	Superpave Asphalt Concrete Pavement SP-9.5	TONS	219	$ 280.00	$ 61,320.00	$ 350.00	$ 76,650.00	$ 193.52	$ 42,380.88	$ 278.00	$ 60,882.00	$ 250.00	$ 54,750.00	$ 200.00	$ 43,800.00	$ 240.00	$ 52,560.00
12a	Pavement Markings - Thermoplastic - 24" White Stop Bar	LF	120	$ 8.25	$ 990.00	$ 25.00	$ 3,000.00	$ 7.71	$ 925.20	$ 14.00	$ 1,680.00	$ 50.00	$ 6,000.00	$ 15.00	$ 1,800.00	$ 8.00	$ 960.00
12b	Pavement Markings - Thermoplastic - 12" White Cross-Walk	LF	120	$ 5.50	$ 660.00	$ 10.00	$ 1,200.00	$ 3.86	$ 463.20	$ 11.00	$ 1,320.00	$ 50.00	$ 6,000.00	$ 6.00	$ 720.00	$ 5.00	$ 600.00
12c	Pavement Markings - Thermoplastic - 6" Double Yellow	LF	2700	$ 5.00	$ 13,500.00	$ 8.00	$ 21,600.00	$ 1.98	$ 5,354.10	$ 4.00	$ 10,800.00	$ 5.00	$ 13,500.00	$ 3.00	$ 8,100.00	$ 4.50	$ 12,150.00
12d	Speed Hump Removal and Reinstallation	LF	30	$ 95.00	$ 2,850.00	$ 100.00	$ 3,000.00	$ 71.17	$ 2,135.10	$ 231.00	$ 6,930.00	$ 150.00	$ 4,500.00	$ 184.00	$ 5,520.00	$ 100.00	$ 3,000.00
12e	Curb Ramp W/ ADA-Compliant Tactile Surface Mat	EA	3	$ 1,330.00	$ 3,990.00	$ 3,000.00	$ 9,000.00	$ 1,593.00	$ 4,779.00	$ 4,868.00	$ 14,604.00	$ 700.00	$ 2,100.00	$ 825.00	$ 2,475.00	$ 1,500.00	$ 4,500.00
13	Furnish & Install Sod	SY	500	$ 6.00	$ 3,000.00	$ 20.00	$ 10,000.00	$ 15.73	$ 7,865.00	$ 42.00	$ 21,000.00	$ 10.00	$ 5,000.00	$ 24.00	$ 12,000.00	$ 20.00	$ 10,000.00
14a	4" Thick Concrete Sidewalk	SY	248	$ 145.00	$ 35,960.00	$ 135.00	$ 33,480.00	$ 68.83	$ 17,069.84	$ 90.00	$ 22,320.00	$ 120.00	$ 29,760.00	$ 184.00	$ 45,632.00	$ 135.00	$ 33,480.00
14b	6" Thick Concrete Driveway	SY	12	$ 160.00	$ 1,920.00	$ 150.00	$ 1,800.00	$ 94.41	$ 1,132.92	$ 129.00	$ 1,548.00	$ 120.00	$ 1,440.00	$ 220.00	$ 2,640.00	$ 150.00	$ 1,800.00
14c	4" Thick Decorative Stamped Concrete Crosswalk	SY	37	$ 180.00	$ 6,660.00	$ 300.00	$ 11,100.00	$ 219.62	$ 8,125.94	$ 157.00	$ 5,809.00	$ 150.00	$ 5,550.00	$ 364.00	$ 13,468.00	$ 170.00	$ 6,290.00
15	Concrete Curbs & Gutter	LF	55	$ 81.80	$ 4,499.00	$ 75.00	$ 4,125.00	$ 43.13	$ 2,372.15	$ 108.00	$ 5,940.00	$ 60.00	$ 3,300.00	$ 100.00	$ 5,500.00	$ 50.00	$ 2,750.00
16	Removal of Existing Water Main	LF	100	$ 60.00	$ 6,000.00	$ 80.00	$ 8,000.00	$ 85.04	$ 8,504.00	$ 35.00	$ 3,500.00	$ 50.00	$ 5,000.00	$ 53.00	$ 5,300.00	$ 50.00	$ 5,000.00
17	Abandon & Grout Existing WM, incl. Plugs	LF	3380	$ 13.00	$ 43,940.00	$ 12.00	$ 40,560.00	$ 2.99	$ 10,106.20	$ 22.00	$ 74,360.00	$ 8.00	$ 27,040.00	$ 17.00	$ 57,460.00	$ 15.00	$ 50,700.00
18a	6" PVC Water Main (Push On)	LF	60	$ 85.00	$ 5,100.00	$ 150.00	$ 9,000.00	$ 110.81	$ 6,648.60	$ 137.00	$ 8,220.00	$ 100.00	$ 6,000.00	$ 73.00	$ 4,380.00	$ 100.00	$ 6,000.00
18b	8" PVC Water Main (Push On)	LF	2300	$ 85.00	$ 195,500.00	$ 180.00	$ 414,000.00	$ 167.51	$ 385,273.00	$ 154.00	$ 354,200.00	$ 85.00	$ 195,500.00	$ 193.00	$ 443,900.00	$ 110.00	$ 253,000.00
18c	6" PVC Water Main (Restrained Joint)	LF	400	$ 85.00	$ 34,000.00	$ 200.00	$ 80,000.00	$ 144.83	$ 57,932.00	$ 183.00	$ 73,200.00	$ 50.00	$ 20,000.00	$ 269.00	$ 107,600.00	$ 105.00	$ 42,000.00
18d	8" PVC Water Main (Restrained Joint)	LF	1140	$ 90.00	$ 102,600.00	$ 225.00	$ 256,500.00	$ 147.94	$ 168,651.60	$ 174.00	$ 198,360.00	$ 85.00	$ 96,900.00	$ 233.00	$ 265,620.00	$ 120.00	$ 136,800.00
19	Removal and Replacement of Fire Hydrant Assembly	EA	7	$ 12,500.00	$ 87,500.00	$ 8,000.00	$ 56,000.00	$ 11,342.10	$ 79,394.70	$ 13,035.00	$ 91,245.00	$ 12,000.00	$ 84,000.00	$ 14,200.00	$ 99,400.00	$ 12,000.00	$ 84,000.00
20a	6" Gate Valve	EA	11	$ 2,500.00	$ 27,500.00	$ 3,000.00	$ 33,000.00	$ 2,373.46	$ 26,108.06	$ 3,197.00	$ 35,167.00	$ 3,000.00	$ 33,000.00	$ 2,200.00	$ 24,200.00	$ 3,300.00	$ 36,300.00
20b	8" Gate Valve	EA	14	$ 3,000.00	$ 42,000.00	$ 3,500.00	$ 49,000.00	$ 3,320.54	$ 46,487.56	$ 4,388.00	$ 61,432.00	$ 5,000.00	$ 70,000.00	$ 3,100.00	$ 43,400.00	$ 4,300.00	$ 60,200.00
21	Connect to Existing WM	EA	20	$ 2,500.00	$ 50,000.00	$ 1,000.00	$ 20,000.00	$ 4,330.55	$ 86,611.00	$ 6,750.00	$ 135,000.00	$ 3,100.00	$ 62,000.00	$ 5,000.00	$ 100,000.00	$ 2,500.00	$ 50,000.00
22	1" Single Water Service (Short Side)	EA	18	$ 3,000.00	$ 54,000.00	$ 4,000.00	$ 72,000.00	$ 1,623.16	$ 29,216.88	$ 3,635.00	$ 65,430.00	$ 1,800.00	$ 32,400.00	$ 3,100.00	$ 55,800.00	$ 4,500.00	$ 81,000.00
23	1" Single Water Service (Long Side w/ Sleeve)	EA	15	$ 3,500.00	$ 52,500.00	$ 6,000.00	$ 90,000.00	$ 1,734.91	$ 26,023.65	$ 4,205.00	$ 63,075.00	$ 2,500.00	$ 37,500.00	$ 6,250.00	$ 93,750.00	$ 6,500.00	$ 97,500.00
24	2" Double Water Service (Short Side)	EA	3	$ 3,500.00	$ 10,500.00	$ 5,000.00	$ 15,000.00	$ 2,569.72	$ 7,709.16	$ 3,827.00	$ 11,481.00	$ 2,100.00	$ 6,300.00	$ 3,100.00	$ 9,300.00	$ 5,500.00	$ 16,500.00
25	2" Double Water Service (Long Side w/ Sleeve)	EA	9	$ 4,200.00	$ 37,800.00	$ 6,000.00	$ 54,000.00	$ 3,392.76	$ 30,534.84	$ 4,673.00	$ 42,057.00	$ 2,500.00	$ 22,500.00	$ 5,975.00	$ 53,775.00	$ 7,500.00	$ 67,500.00
26a	6" Line Stop	EA	12	$ 8,500.00	$ 102,000.00	$ 8,000.00	$ 96,000.00	$ 7,922.79	$ 95,073.48	$ 11,000.00	$ 132,000.00	$ 12,000.00	$ 144,000.00	$ 13,275.00	$ 159,300.00	$ 12,000.00	$ 144,000.00
26b	8" Line Stop	EA	3	$ 8,500.00	$ 25,500.00	$ 9,000.00	$ 27,000.00	$ 8,539.04	$ 25,617.12	$ 16,000.00	$ 48,000.00	$ 14,000.00	$ 42,000.00	$ 15,275.00	$ 45,825.00	$ 14,000.00	$ 42,000.00
27a	6" Insertion Valve	EA	3	$ 16,000.00	$ 48,000.00	$ 13,000.00	$ 39,000.00	$ 11,528.11	$ 34,584.33	$ 16,720.00	$ 50,160.00	$ 12,000.00	$ 36,000.00	$ 13,825.00	$ 41,475.00	$ 20,000.00	$ 60,000.00
27b	8" Insertion Valve	EA	2	$ 18,000.00	$ 36,000.00	$ 15,000.00	$ 30,000.00	$ 12,476.95	$ 24,953.90	$ 16,898.00	$ 33,796.00	$ 12,000.00	$ 24,000.00	$ 14,425.00	$ 28,850.00		$ -
28	Sample Point	EA	11	$ 750.00	$ 8,250.00	$ 1,000.00	$ 11,000.00	$ 679.99	$ 7,479.89	$ 754.00	$ 8,294.00	$ 1,000.00	$ 11,000.00	$ 825.00	$ 9,075.00	$ 750.00	$ 8,250.00
29	Fill and Flush Assembly	EA	6	$ 1,800.00	$ 10,800.00	$ 5,000.00	$ 30,000.00	$ 5,341.97	$ 32,051.82	$ 5,135.00	$ 30,810.00	$ 1,000.00	$ 6,000.00	$ 6,400.00	$ 38,400.00	$ 2,500.00	$ 15,000.00
30	DIP Compact MJ Fittings (cement-lined)	TONS	5	$ 16,000.00	$ 80,000.00	$ 22,000.00	$ 110,000.00	$ 14,370.75	$ 71,853.75	$ 16,000.00	$ 80,000.00	$ 7,000.00	$ 35,000.00	$ 3,500.00	$ 17,500.00	$ 25,000.00	$ 125,000.00
31	2" Air Release Valve w/ Manhole	EA	1	$ 18,000.00	$ 18,000.00	$ 30,000.00	$ 30,000.00	$ 18,119.00	$ 18,119.00	$ 30,652.00	$ 30,652.00	$ 12,000.00	$ 12,000.00	$ 17,225.00	$ 17,225.00	$ 25,000.00	$ 25,000.00
32	Undefined Conditions Allowance	LS	1	$ 40,000.00	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 45,000.00	$ 45,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
																CONTINGENCIES	$ 374,536.00
	Calculated - SUBTOTAL				$ 1,600,000.00		$ 2,414,515.00		$ 2,161,893.97		$ 2,330,276.00		$ 1,552,940.00		$ 2,420,271.00		$ 2,247,216.00
	Writen - SUBTOTAL			**$**	**1,600,000.00**	**$**	**2,414,515.00**	**$**	**2,161,745.86**	**$**	**2,379,174.00**	**$**	**1,552,940.00**	**$**	**2,420,271.00**	**$**	**2,250,000.00**

BID TABULATION
Town of Lantana
West Pine Street Water Main Improvements Phase 2

	Contractor	**Wolf Creek Construction**		**Foster Marine Contractors, Inc.**		**Roadway Construction, LLC**		**SUI, Inc.**		**Cacique Utilities**		**DP Development**	**EOPC**
	Bidder's Checklist	(YES/NO)	Notes		Notes		Notes		Notes		Notes		Notes
	Bid Submittal Signature Page									YES			
	Bid Schedule / Bid Proposal / Bid Form									YES			
	Acknowledgement of Addenda (1-3)									YES			
	Information Required of Bidder									YES			
	Conflict of Intrest Disclosure Form									YES			
	Notification of Public Entity Crimes Law									YES			
	Drug-Free Workplace									YES			
	Non-Collusion Affidavit									YES			
	Truth In Negotiation Certificate									YES			
	Byrd Anti Lobbying Certification									YES			
cation regarding debarment, suspension, ineligibility and voluntary exclusion										YES			
	bid bond/guaranty									YES			
	certificates of insurance									YES			
	Buisness Licenses									YES			
	Questionnaire									YES			
	Reference/Emergency Contact Form									YES			

Town of Lantana
West Pine Street Water Main Improvements Phase 2 Project

Bid Evaluation - Due Diligence

Contractor Name: Cacique Utilities, LLC.			
REFERENCE VERIFICATION			
Reference:	RP Utilities	Project Name:	Reclaim Water Main Installation
Contact Person:	Hector Blanco	Project Value:	N/A
Telephone Number:	954-214-3052; hblanco@rpucorp.com	Project Dates:	October 2024 through May 2025

1	Did the Contractor's work include AC water main replacement and WM installation?	Yes ☑ No ☐
2	Did the Contractor meet the project schedule and milestones?	Yes ☑ No ☐
3	Did the Contractor use subcontractors?	Yes ☐ No ☑
4	Was the Contractor responsive to the Client's demands and suggestions?	Yes ☑ No ☐
5	Was the Contractor required to administer an MOT Plan? If yes, explain whether or not they successfully administered the MOT Plan.	Yes ☑ No ☐
6	Was the overall quality of workmanship satisfactory?	Yes ☑ No ☐
7	Were there excessive Change Orders or Claims from the Contractor on this project? If yes, explain the circumstances in the Comments / Remarks section.	Yes ☐ No ☑
8	Did the Contractor complete the closeout process on time?	Yes ☑ No ☐
9	Have there been any "warranty" issues? If so, how has the contractor's response been?	Yes ☐ No ☑
10	Would you recommend the Contractor to do Future Work?	Yes ☑ No ☐

Item Number from above	(use
	Hector highly recommends Cacique for their quality of work and long running professional relationships.
Bid Evaluation Performed By / Date:	Jake Hurley, 4/4/2025

Company / Organization :	Baxter & Woodman, Inc.

Town of Lantana
West Pine Street Water Main Improvements Phase 2 Project

Bid Evaluation - Due Diligence

Contractor Name: Cacique Utilities, LLC.			
REFERENCE VERIFICATION			
Reference:	City of Apopka	Project Name:	N/A
Contact Person:	Arvind Chandrasain	Project Value:	N/A
Telephone Number:	407-703-1731 achandrasain@apopka.net	Completion Date:	December 2024 through May 2025

1	Did the Contractor's work include AC water main replacement and WM installation?	Yes ☑ No ☐
2	Did the Contractor meet the project schedule and milestones?	Yes ☑ No ☐
3	Did the Contractor use subcontractors?	Yes ☑ No ☐
4	Was the Contractor responsive to the Client's demands and suggestions?	Yes ☑ No ☐
5	Was the Contractor required to administer an MOT Plan? If yes, explain whether or not they successfully administered the MOT Plan.	Yes ☑ No ☐
6	Was the overall quality of workmanship satisfactory?	Yes ☑ No ☐
7	Were there excessive Change Orders or Claims from the Contractor on this project? If yes, explain the circumstances in the Comments / Remarks section.	Yes ☐ No ☑
8	Did the Contractor complete the closeout process on time?	Yes ☑ No ☐
9	Have there been any "warranty" issues? If so, how has the contractor's response been?	Yes ☐ No ☑
10	Would you recommend the Contractor to do Future Work?	Yes ☑ No ☐

Item Number from above	(use
Bid Evaluation Performed By / Date:	Jake Hurley, 4/4/2025

Company / Organization :	Baxter & Woodman, Inc.

AGREEMENT FOR THE WEST PINE STREET WATER MAIN PHASE II IMPROVEMENTS

THIS AGREEMENT is hereby made and entered into this ____ day of May, 2025 ("Effective Date") by and between the Town of Lantana, a Florida municipal corporation ("Town"), whose address is 500 Greynolds Circle, Lantana, Florida 33462, and Cacique Utilities, LLC, a Florida limited liability company ("Contractor"), whose address is 3922 New Valencia, Greenacres, Florida 33467.

WHEREAS, the Town desires to retain the services of the Contractor to provide the goods and services in accordance with the Town's Invitation to Bid No. 2025-02-PS and the Contractor's response thereto,

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Town and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

This Agreement includes and incorporates herein by this reference the terms, conditions, and specifications set forth in the Town's Invitation to Bid No. 2025-02-PS (the "ITB"), and the Contractor's response thereto, including all documentation required thereunder. In the event of a conflict between this Agreement, the ITB and the Contractor's response, the documents shall have precedence in the following order: this Agreement, the ITB, and then the Contractor's response to the ITB. The required public construction bond and performance bond are also incorporated herein and made a part hereof. All bonds are required to remain in full force and effect until the project has achieve final completion and a final release from the surety has been provided.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the ITB.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor in accordance with the terms, conditions, and specifications set forth in the ITB and as set forth in the Contractor's response thereto.

ARTICLE 4. AVAILABILITY OF FUNDS

The Town's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Town Council.

ARTICLE 5. DEFAULT, DEFAULT REMEDIES AND TERMINATION FOR CAUSE

This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within fourteen (14) days after written notice from the aggrieved party identifying the breach.

ARTICLE 6. TERMINATION FOR CONVENIENCE

(a) The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that a termination is in the Town's interest. The Town shall terminate by delivering to the Contractor a 30-day Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Complete performance of the work not terminated.

(5) For contract work performed before the effective date of termination, the Town will pay for the cost of this work.

(c) Contractor acknowledges and agrees that One Thousand Dollars ($1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

ARTICLE 7. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

This Agreement includes and is subject to the required contract provisions for Federal-Aid construction contracts attached to and incorporated by reference in the ITB.

ARTICLE 8. CLEAN AIR ACT

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

ARTICLE 9. ENERGY EFFICIENCY

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE 10. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat*., if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat*., the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

A. Keep and maintain public records required by the Town to perform services as provided under this Contract.

B. Upon request from the Town's Custodian of Public Records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat*., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT KDOMINGUEZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016.

ARTICLE 11. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i.	As to the Town:	Town of Lantana 500 Greynolds Circle Lantana, Florida 33462 Attn: Town Manager Email: braducci@lantana.org
ii.	with a copy to:	Town of Lantana 515 N. Flagler Drive, Suite 350 West Palm Beach, FL 33401 Attn: Town Attorney Email: max@lohmanlawgroup.com
iii.	As to the Contractor:	Cacique Utilities, LLC 3922 New Valencia Greenacres, FL 33467 Attn.: David G. Cacique, Managing Member Email:

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be the date first set forth above.

d. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

e. Third-party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Town and/or Contractor.

ARTICLE 12. CONTRACT TIME TO COMPLETE THE WORK

This Agreement shall begin on the Effective Date. The Work shall not commence until the Notice to Proceed (NTP) has been issued. Contract time commences upon issuance of the NTP and the Work will reach Substantial Completion within 320 calendar days from the date of issuance, which shall be attached hereto and incorporated herein. The Work shall reach Final

Completion within 365 calendar days from the date of issuance of the NTP. Notwithstanding anything set forth in this Article 12., this Agreement may be terminated in accordance with Articles 5 and 6 hereof.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

TOWN OF LANTANA, FLORIDA

By: _____
Brian K. Raducci, Town Manager

By: _____
Kathleen Dominguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Max Lohman, Town Attorney

CACIQUE UTILITIES, LLC

By: _____
David G. Cacique, Managing Member

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8b

PREPARED BY: Jerry Darr, Assistant Utilities Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: May 12, 2025

AGENDA ITEM: Consideration of CSA No. 2025-02 with Baxter & Woodman, Inc. for engineering and general construction services to support Phase II of the water main replacement project in the amount of $147,857.

ISSUE/BACKGROUND:

Pursuant to recommendations highlighted in the 10-Year Water Supply Facilities Work Plan completed in December 2020, staff recommends the continuation of the multi-year phased project to replace existing Asbestos Cement (AC) water mains of various sizes located from the western end (I-95) of W Pine St to the intersection of W Pine St and S Arnold Ave. The existing water mains are nearing the end of their useful service life and require replacement. Staff recommends approval of CSA 2025-02, which provides for engineering services that will ultimately lead to replacement of the critical infrastructure referenced above. The cost of the CSA is $147,857 for the General Construction Services for the replacement of existing 8-inch asbestos cement water main located along W Pine St from the western end of W Pine St (adjacent to I-95) to the intersection of W Pine St and S Arnold Ave (approximately 3,400 LF). Funding for the project was included in the Utilities FY 2024/25 Capital Improvement budget.

ATTACHMENT(S):

1. 2500500.00_CSA_25-02_WestPineStreet_WM_PH2_CMS_As_Sent.pdf

SAMPLE MOTION:

I move to (approve) (deny approval of) CSA No. 2025-02 with Baxter & Woodman, Inc. for general construction services in the amount of $147,857 with funding coming from the FY 2024/2025 Utilities Capital Improvement budget and to authorize the Town Manager to execute the CSA and any amendments thereto.

TOWN OF LANTANA
BAXTER & WOODMAN, INC.
SERVICE AUTHORIZATION NO. 2025-02

"West Pine Street Water Main Phase 2 Improvements General Construction Services"

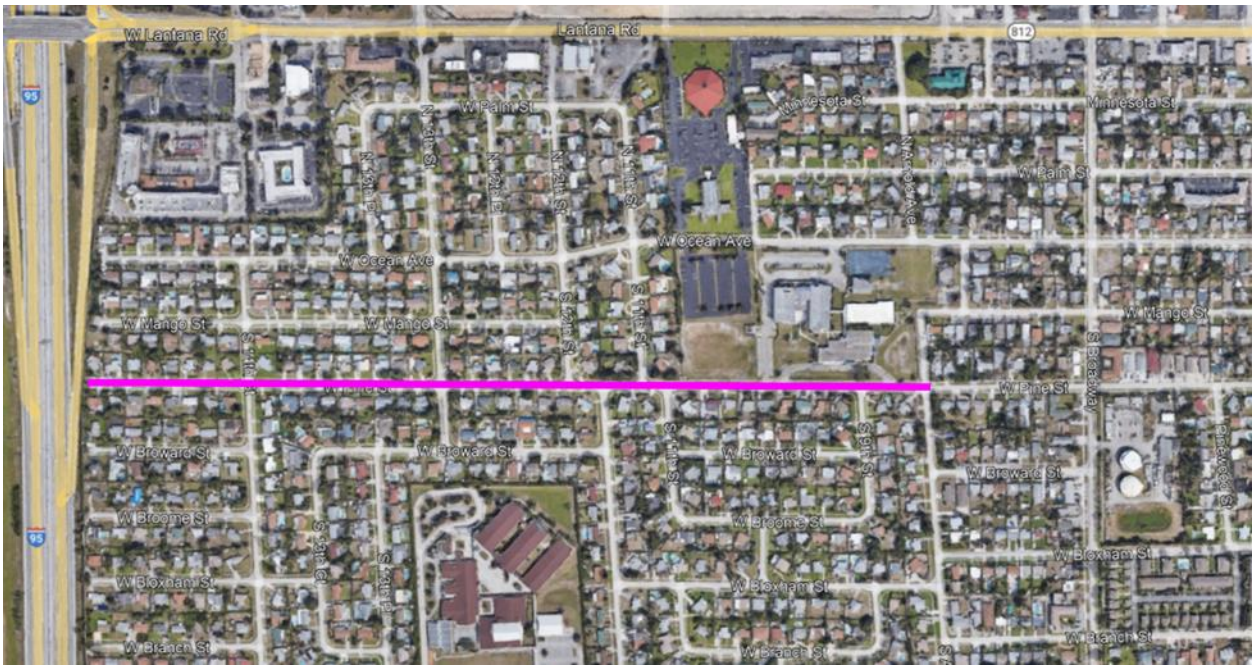
Date: March 13, 2025

CSA NO. 2025-02 FOR PROFESSIONAL CONSULTING SERVICES: General Construction Services for the West Pine Street Water Main Phase 2 Improvements Project.

The Town of Lantana has entered into an engineering consulting services agreement entitled "Agreement for Professional Engineering Services" with Baxter & Woodman, Inc. on the 12th day of March, 2001, as extended by a "First Addendum" dated February 27, 2006, as amended by a "Second Addendum" dated November 27, 2006, as amended by a "Third Addendum" dated February 14, 2011, as amended by a "Fourth Addendum" dated January 25, 2016, as amended by a "Fifth Addendum" dated August 22, 2016, as amended by a "Sixth Addendum" dated September 9, 2019, as amended by a "Seventh Addendum" dated March 12, 2021, and as amended by an "Eight Addendum" dated March 22, 2022 (the "Agreement"). This Baxter & Woodman, Inc. Services Authorization ("CSA") shall be performed under the terms and conditions described in that Agreement.

PROJECT DESCRIPTION

The Town of Lantana (Town) requests Baxter & Woodman provide General Construction Services for the replacement of existing 8-inch asbestos cement water main located along West Pine Street from the western end of West Pine Street (adjacent to I-95) to the intersection of West Pine Street and South Arnold Avenue (approximately 3,400 LF).



SCOPE OF SERVICES

The services provided under this authorization will be divided into defined tasks required for the general construction services of the West Pine Street Water Main Phase 2 Improvements project. The following is the description of the tasks to be completed by Baxter & Woodman:

Task No. 1 – General Services During Construction

1.1 Pre-construction Conference

Baxter & Woodman shall prepare agenda and conduct pre-construction conference with selected Contractor and Town staff. Baxter & Woodman shall also prepare and issue written minutes of meeting.

1.2 General Administration

Baxter & Woodman shall provide general project administration for the duration of the project (estimated construction schedule is 10.5 months (320 calendar days) to Substantial Completion and 12 months (365 calendar days) to Final Completion.

1.3 Submittal Review

Baxter & Woodman shall review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to forty (40) submittals is included in the budget for this phase of service. Baxter & Woodman will submit reviewed shop drawings/submittals to Town for their records.

1.4 Monthly Meetings

Baxter & Woodman shall attend construction progress meetings monthly and provide a written summary of the issues discussed. Project meetings will be conducted by the Project Manager with the Resident Inspector also in attendance. Following the meeting, the Project Manager will prepare and distribute meeting minutes to the Town and other attendees. Meetings will be held at the Town of Lantana Utilities Department. Ten (10) progress meetings are included in the budget for this task.

1.5 Pay Estimate and Schedule Review

Baxter & Woodman shall review Contractor's monthly payment applications and construction schedule submitted in a format acceptable to the Town. Based on onsite observations as an experienced and qualified professional and on review of Contractor applications for payment and accompanying data and schedules, Baxter & Woodman shall determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Baxter & Woodman shall provide review of stored materials items and invoices as required. This also includes monitoring the construction schedule monthly and reporting to the Town conditions, which may cause delay in completion. Ten (10) -month construction period is assumed in budgeting these tasks.

1.6 Construction Clarifications

Baxter & Woodman shall respond in writing to Contractor's Request For Information (RFI) regarding the design documents. Fifteen (15) RFI's are assumed for this task.

1.7 Construction Claims and Changes

Baxter & Woodman shall prepare and negotiate City requested or Contractor initiated Change Orders (CO), and Work Change Directives (WCD) as required during the 12-month construction period. Consultant will also review and respond to all Contractor delay claims or requests for compensation within the established construction contract period and respond per the Contract Documents. Ten (10) total construction claims and changes are included in the budget for this task.

1.8 Periodic Field Inspections

Baxter & Woodman's Project Manager will visit the project site an average of four (4) hours a month for the estimated ten (10.5) month construction time frame.

1.9 Substantial/Final Completion Inspections/Closeout

In conjunction with Town staff, Baxter & Woodman shall make preliminary and final inspections and assist in the preparation of a Contractor "punch list" to achieve Substantial Completion. Review completion of identified punch list items to assist in the determination that Substantial Completion has been achieved by the Contractor. Baxter & Woodman shall be involved with the project through Contractor Closeout and advise the Town when Final Acceptance of the project has been reached in accordance with the Contract Documents.

1.10 Certification of Construction Completion

Baxter & Woodman shall certify to Town and Regulatory Authorities based on visible project features, Baxter & Woodman's inspections, and review of testing reports that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

Task No. 2 - Resident Project Representative Services

The Resident Project Representative Phase services to be provided by Baxter & Woodman include the following:

2.1 Inspections

Engineer will provide a Resident Project Representative (RPR) at the construction site on a periodic part-time basis from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays (approximately 20 hours per week for 39 weeks for up to 780 hours) as deemed necessary by the Consultant, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

Through standard, reasonable means, RPR will become generally familiar with observable completed work. If the RPR observes completed work that is inconsistent with the construction documents, that information shall be communicated to the Contractor and City to address. RPR shall not supervise, direct, control, or have charge or authority over any Contractor's work, nor shall the RPR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. RPR neither guarantees the performance of any contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents, which Contractor is solely responsible for its errors, omissions, and failure to carry out the work. RPR shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Consultant's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by the Consultant.

Part-Time Field Observation provides that the RPR will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the RPR will observe or comment on work completed by the Contractor at times the RPR is not present on site. Such visits and observations by the RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the RPR, if any.

Keep a daily record of the Contractor's work on those days that the RPR are at the construction site including the revised agreement that the resident inspector, when onsite. When applicable make notations on nature and cost of any extra work.

Activities performed by Consultant under this task consist of furnishing an inspector during the construction of the project, observing the quality of the construction work, and determining, in general, if the construction is proceeding in accordance with the Contract Documents so that an engineering certification can be made regarding the construction of the proposed improvements.

1. Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to Town.

2. Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them to Town, in writing. Baxter & Woodman shall make recommendation for action by the Town.

3. Observe all flushing and pressure testing of the piping.

4. Assist the Contractor in coordinating all required density testing, etc. as required by the Construction Documents.

5. Attend start-ups of all equipment.

6. Review work progress at key steps to allow certifications to the PBCHD that work was completed in substantial conformance with the Contract Documents.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Baxter & Woodman, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Baxter & Woodman's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not authorize Owner to occupy the Project in whole or in part.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, Baxter & Woodman shall advise Town in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Baxter & Woodman will be negotiated with Town.

1. Scope of work is based on a duration of the project construction schedule is 10.5 months (320 calendar days) to Substantial Completion and 12 months (365 calendar days) to Final Completion.
2. The Town is responsible for all permitting fees, including costs of public notification in local newspapers.
3. Contractor will be required to secure any dewatering permits.

CONTRACT PERFORMANCE

Proposed schedule and fees for completion of tasks listed above are summarized below:

COMPLETION DATES

The duration of work tasks is summarized below:

Engineering Services	Task Duration	Completion Time (Calendar Days) from Notice to Proceed*
Task No. 1 - General Services During Construction	52 weeks	52 weeks
Task No. 2 - Resident Project Representative Services	39 weeks	39 weeks
Total Project Time Period:		**52 weeks**

*Notice to Proceed is based on the issuance of the Notice to Proceed to the Contractor to begin construction.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for the engineering services outlined within the Scope of Services are summarized below. Baxter & Woodman shall invoice the Town for services rendered in accordance with the terms and conditions of the Agreement for Engineering Services.

Fees for each task defined above shall be as follows and further detailed in **Attachment A**.

Engineering Services	Estimated Fees
Task 1 – General Services During Construction	$ 51,482.00
Task 2 – Resident Project Representative	$ 92,875.00
Reimbursable Expenses*	$ 3,500.00
TOTAL PROJECT COST	**$ 147,857.00**

** Reimbursable expenses include printing, postage, and mileage.*
Additional Services – the fee for Additional Services shall be billed using the Hourly Rate Schedule contained in the Contract, or as an agreed upon fixed lump sum fee.

Baxter & Woodman may not commence work on any Baxter & Woodman Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF LANTANA

Date: _____

_____
Town Manager

Attest: _____

_____
Reviewed by: Town Attorney

BAXTER & WOODMAN, INC.

Date: March 13, 2025

_____
Rebecca Travis, P.E., Executive Vice President / Florida Division Manager

Attest: _____

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 13 day of March, 2025 by Rebecca Travis, Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ and (did/did not) take an oath.

_____
Signature of person taking Acknowledgement

_____
Signature of Acknowledger Typed, Printed or Stamped

Notary Public State of Florida
Lisa Alonso
My Commission HH 451811
Expires 10/5/2027