



## Deerfield Beach Community Redevelopment Agency

### SPECIAL MEETING AGENDA

Tuesday, August 3, 2010, 6:00 P.M.  
City Commission Chambers, Deerfield Beach City Hall

#### CALL TO ORDER AND ROLL CALL

#### APPROVAL OF MINUTES

Approval of CRA Board meeting minutes from May 18, May 25, June 1 and June 15

#### APPROVAL OF THE AGENDA\*

August 3, 2010

#### GENERAL ITEMS

- 1 Request from Keith and Associates for Contract Addendum #4 for Hillsboro Boulevard Construction Management Services\*
- 2 Request for approval of amended Volkert Inc. contract\*
- 3 Pier Schedule\*
- 4 Pier LEED Certification\*
- 5 Cove Shopping Center Parking Lot Update and Schedule

#### BOARD/ADMINISTRATION COMMENTS

#### PUBLIC INPUT

#### ADJOURN

\* Indicates an Action Item

(Next Meeting: Tuesday, August 10, 2010, 6:30 PM unless otherwise determined)

**DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**Agenda Item 1  
Tuesday, August 3, 2010**

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**REQUESTED ACTION:**

Approve Keith and Associates Request for Contract Addendum #4 for Hillsboro Boulevard Streetscape Improvements project.

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**SUMMARY EXPLANATION/BACKGROUND:**

Keith and Associates is requesting Contract Addendum #4 for compensation in the amount of \$63,895.00 for additional construction management services associated with delays in getting FPL's approval of as-built drawings.

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**ATTACHMENTS:**

1. Memorandum from Charles Da Brusco, Environmental Services Director to Burgess Hanson, Interim City Manager
2. Keith and Associates Contract Addendum
3. Ric Man Construction Change Order for Credit for Asphalt Deficiencies
4. Resolution to approve Keith and Associates Request for Contract Addendum #4



## MEMORANDUM

**TO:** Burgess Hanson, City Manager

**CC:** CRA Board , Keven Klopp

**FROM:** Charles DaBrusco, Director of Environmental Services

**DATE:** July 26, 2010

**SUBJECT:** Hillsboro Boulevard Streetscape Improvements  
City of Deerfield Beach Project No. 11015-P  
Keith and Associates Contract Addendum No. 4 and associated  
Change Order.

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Attached, please find Contract Addendum No. 4, Additional Work Authorization No.21 for the above referenced project. The work associated with this submittal represents additional services to be performed by Keith and Associates, McMahon Associates and Electrical Design Associates in order to complete Resident Project Representative Services for the balance of the project, as well as for final certification to FDOT and for project closeout.

The additional services request is a result of delays to the project in part caused by delays in FPL's preparation of the revised looped system plans as well as FPL's multiple reviews and subsequent rejections of the electrical conduit as-builts as prepared by the general contractor's (Ric-Man Construction) surveyor. Both FPL's plan revisions and the Contractor's inability to sufficiently reconcile the as-built data per FPL specifications with the field conditions adversely impacted the completion schedule. Additionally, Ric-Man continued other work during as-built reviews by FPL causing the consultants to continue with their contractual obligation to perform RPR services. As a result, the funds allocated in the contract for RPR services were exhausted.

Addendum No. 4 represents a K&A contract change in the amount of \$63,895.00. This addendum represents the estimated additional time required to complete Resident Project Representative Services for the balance of the project, as well as for final certification to FDOT and project closeout.

301 East Atlantic Boulevard  
Pompano Beach, Florida 33060-6643  
954-788-3400  
954-788-3500 Fax  
E-mail: mcastano@Keith-Associates.com



## RECORD OF TRANSMITTAL

Date: July 21, 2010 Project No: 04065.14  
To: Mr. Dean Payne RE: Hillsboro Blvd. Streetscape  
Capital Projects Manager CEI Contract Addendum  
200 Goolsby Boulevard No. 004  
Deerfield Beach, 33442  
From: Bob McSweeney, P.E. 

We are sending you attached via  Mail  FAX  Courier  P/U the following items:

COPIES	DATE	No.	DESCRIPTION
3	06/29/10		Contract Addendum No. 004 with Contractor's partial schedule (submitted 5/10/10) and Contractor's e-mail completion commitment (10 weeks) dated 07/15/10.

For your use  For approval  As requested  For review and comment

Comments: Should you need anything additional, please do not hesitate to contact us.

Thank you.

Robert McSweeney, P.E.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT ADDENDUM NO. 004**

PROJECT NAME: Hillsboro Boulevard (S.R. 810) Improvements (Work Authorization #21)		PROJECT NO.: 04065.14	DATE: June 29, 2010
CLIENT: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33442		CONSULTANT: Keith and Associates, Inc 301 East Atlantic Boulevard Pompano Beach, Florida 33060 Phone: 954/788-3400 Fax: 954/788-3500	
CLIENT REPRESENTATIVE: Charles DaBrusco, P.E. Public Works Director		PROJECT MANAGER: Robert McSweeney, P.E.	
PHONE: (954) 480-4270	FAX: (954) 480-4492	START DATE: Upon receipt of executed addendum	
EMAIL: cdabrusco@deerfield-beach.com		END DATE:	
The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.			

**DESCRIPTION OF ADDITIONAL SERVICES**

CONSULTANT / SUBCONSULTANT(S) are to provide professional services (Construction Administration) associated with the continued / extended contract time for the Hillsboro Boulevard Roadway / Streetscape Improvements project, and coordination services related to the FPL conduit as-built submittal / approval.

**Task 009 Additional Construction Administration Services**

CONSULTANT / SUBCONSULTANT(S) shall furnish a Resident Project Representative (RPR) and other staff (RPR Team) to assist in the performance of the CONTRACTOR'S work associated with completion of project construction and coordination of FPL overhead to underground conversion. The professional services associated with this Addendum will be limited; however, will be provided in accordance with all terms and conditions of the RPR's duties and activities of the original Agreement (Work Authorization #21) (as amended to include the scope defined herein) remain unchanged and in full force and effect. CONSULTANT / SUBCONSULTANT(S) shall supplement CITY inspection forces as necessary in order for CONSULTANT to certify work in accordance with contract documents.

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CITY, and will confer with the CITY regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping the CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. RPR shall generally communicate with the CITY with the knowledge of and under the direction of CONSULTANT.

## FPL Conduit As-built Coordination Services

CONSULTANT shall furnish staff to assist the City in the performance of the CONTRACTOR'S work associated with / during the submittal / and final approval and acceptance of the FPL conduit as-builts (by CONTRACTOR). Additional RPR services resulting from project delays associated with FPL underground facility installation requiring a time extension beyond the originally anticipated contract construction completion date due to extenuating circumstances beyond the control of Keith and Associates, Inc.

### K&A Man-hour Estimate

It is understood that time is of the essence for the Contractor to complete the work and that the Contract Time is a reasonable period for performing the work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

This man-hour estimate is based on the following phase(s) and durations covering the associated construction along with the anticipated level of effort which shall begin upon commencement of construction to substantial completion of the remaining portion of the work that is currently delayed.

### Phase/Description:

- I. Final Construction Phase: Services covered under this phase include limited RPR duties, meetings/coordination, application for payment processing, and construction administration duties occurring over the remaining estimated construction period, necessary to certify the project.
- II. Post-construction Phase: Services covered under this task include punch list work observation(s), as-built review and coordination, final inspections and certifications, and close-out documentation occurring 30 days (four weeks) after substantial completion.

Hours per week x number of weeks/phase

Duty Code	Personnel (Title)	Phase I	Phase II	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	2x10 = 20	2X4= 8	28	\$45	\$1,260.00
53	Professional Engineer	.5x10 = 5	4X4= 16	21	\$115	\$2,415.00
54	RPR/Senior Inspector	20x10 = 200	20X4= 80	280	\$80	\$22,400.00
54	RPR/FPL Coordinator	8x8 64	2x55= 11	75	\$80	\$6,000.00
61	Sr. Project Manager	5x10 = 50	20X4= 40	90	\$140	\$12,600.00

Expenses- Number of weeks/phase

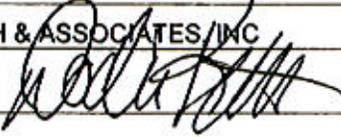
Duty Code	Personnel (Title)	I	II	Total Weeks	Vehicle per Week	Cellular per Week	Expenses Total
54	RPR/Senior Inspector	10	4	14	\$155	\$25	\$2,520.00

Task 009 Lump Sum Fee..... \$47,195.00

The professional services associated with this Addendum will be provided in accordance with all terms and conditions of the RPR's duties and activities of the original Agreement (Work Authorization #21) (as amended to include the scope defined herein) remain unchanged and in full force and effect.

TASK 009		FEE
Keith & Associates, Inc.	Lump Sum	\$47,195.00
Subconsultant Traffic -McMahon Associates, Inc.	T&M NTE	\$12,200.00
Subconsultant Electrical -Electrical Design Associates	Lump Sum	\$4,500.00
<b>TOTAL FEES FOR THIS CONTRACT ADDENDUM</b>		<b>\$63,895.00</b>

**ACCEPTANCE OF SERVICES AND TERMS**

KEITH & ASSOCIATES, INC		ADDENDUM APPROVED BY CLIENT AUTHORITY:	
SIGNATURE:		SIGNATURE:	
PRINT NAME:	A. Dodie Keith	PRINT NAME:	Charles DaBrusco, P.E.
TITLE:	President	TITLE:	Director of Environmental Services
DATE:	June 28, 2010	DATE:	



McMAHON ASSOCIATES, INC.  
5500 Village Boulevard | Suite 103 | West Palm Beach, FL 33407  
p 561-840-8650 | f 561-840-8590  
www.mcmtrans.com

**PRINCIPALS**

Joseph W. McMahon, P.E.  
Rodney P. Pfourde, Ph.D., P.E.  
Joseph J. DeSantis, P.E., PTOE  
John S. DePalma  
William T. Steffens

**ASSOCIATES**

Casey A. Moore, P.E.  
Gary R. McNaughton, P.E., PTOE  
John J. Mitchell, P.E.  
Christopher J. Williams, P.E.  
John F. Yacapsin, P.E.

February 3, 2010/Revised February 17, 2010

Mr. Robert F. McSweeney, P.E., Vice President  
Keith & Associates, Inc.  
301 East Atlantic Boulevard  
Pompano Beach, FL 33060

**RE: Extra Work Authorization – Post-Design Services No. 2 for SR-810/Hillsboro  
Boulevard LAP between Deerfield Beach and Florida Department of Transportation  
McMahon Project No. L01298.10**

Dear Bob:

As discussed, and following a meeting with the City on February 17, 2010, we herewith submit our Extra Work Authorization for the above mentioned project. This supplemental request addresses Post-Design Services associated with the continued services required through construction and final certification of the Hillsboro Boulevard project, commencing approximately June 2010, through completion.

I trust that this Extra Work Authorization meets with your approval. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

  
John S. DePalma, Vice President  
Regional Manager – Florida

JSD/hsv  
Attachments

cc: Adam K. Maze, P.E., Design Section Leader

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**EXHIBIT "A"**  
**EXTRA WORK AUTHORIZATION**  
**SR-810/HILLSBORO BOULEVARD LAP BETWEEN DEERFIELD BEACH**  
**AND FLORIDA DEPARTMENT OF TRANSPORTATION**  
**McMAHON PROJECT NO. L01298.10**

This request is made due to supplemental work required on the above project to address the following matters: post-design services required for continuing services from an estimated contractor shut-down (February 19, 2010) to remobilization (anticipated June 7, 2010), and through project completion/certification, associated with Request for Information (RFI) from the Contractor, Engineer, and/or City; miscellaneous post-design related services; and final certification, including the required Permit Plan revisions, to document the construction (As-built Plans).

**SUPPLEMENTAL SCOPE OF WORK:**

**TASK 1 - CONTRACTOR INQUIRIES**

From time to time during the final stages of construction of the traffic signal installation; pavement marking and signing; and MOT, the Contractor, Engineer, and/or City may have a need to contact the CONSULTANT to request information relative to the intent of the construction plans, quantity of a pay item, measurement of an item of work, etc. Any contractor inquiry will be responded to promptly, so as not to delay the project. In addition, any response that is required will be first addressed via telephone response. If resolution cannot be made via telephone response, a field visit may be required. In any event, the CONSULTANT will make every effort possible to accommodate the contractor inquiries via telephone, as a first course of action.

**TASK 2 - FIELD VISITS**

At times, during the final stages of the project, inquiries from the Contractor, Engineer, and/or City may not be able to be responded to via telephone, and/or a specific request may be made by the contractor to have the CONSULTANT present in the field. For whatever reason, should a field visit be requested, the CONSULTANT would contact Keith & Associates, Inc. (K&A) for approval, prior to making the field visit. Should the CONSULTANT not receive a timely response and approval in a 24-hour period, and should this period of non-response cause an unnecessary delay in providing a response to the contractor, the CONSULTANT will submit a facsimile notice to K&A, noting the date and time of the initial request, and will then commence with the field visit. Any required trip to the project site will be documented.

**TASK 3 - CERTIFICATION**

Following the completed traffic signal installation at the project intersections, the CONSULTANT will perform a field review for completeness. If the CONSULTANT deems the

traffic signal installation complete, then a certification letter will be prepared and issued to satisfy FDOT and Broward County so that the County can assume the maintenance responsibility. If the installation is not satisfactorily completed, then a notice will be prepared and issued to the Contractor, and he will be instructed to comply. Once in compliance, another review will be performed and if the installation is satisfactory, a certification will be issued.

In addition to the Final Certification, the Engineer may need to modify the plans to match and agree with what has been installed in the field. This work will be coordinated with K&A, and will involve a Permit Plan Revision, and will be submitted to FDOT, as an as-built record of the project.

#### **FEE**

The fee for the above detailed Supplemental Post Design Services will be on a time and materials basis with a maximum limiting amount of \$12,200.00. If and when the contract becomes within 75% billed of the fee, or \$9,150.00 billed to date, K&A will be notified should additional funds need to be added to the contract. It should be noted that expenses, such as mileage and postage, are not included in this amount and will be charged in accordance with the rate schedule attached to this proposal and made part of this contract, and will be billed separately from the time spent on the project.

**PROFESSIONAL SERVICES AGREEMENT**



**McMAHON ASSOCIATES, INC.**

**PROPOSAL SUMMARY**

**FOR**

**PROFESSIONAL SERVICES AGREEMENT  
POST DESIGN SERVICES FOR  
SR-810/HILLSBORO BOULEVARD LAP  
BETWEEN DEERFIELD BEACH & FDOT  
AUTHORIZATION NO. \_\_**

**CITY OF DEERFIELD BEACH, FLORIDA**

Prepared for:

Keith & Associates, Inc.

Prepared by:

John S. DePalma, Principal

Date : February 3, 2010/Revised February 17, 2010

PROFESSIONAL SERVICES AGREEMENT

McMAHON ASSOCIATES, INC.  
PROPOSAL SUMMARY  
FOR  
PROFESSIONAL SERVICES AGREEMENT  
POST DESIGN SERVICES FOR  
SR-810/HILLSBORO BOULEVARD LAP  
BETWEEN DEERFIELD BEACH & FDOT  
AUTHORIZATION NO.     

SUBCONSULTANT - McMAHON ASSOCIATES, INC.

			ROUNDED
TASK 4.0	CONTRACTOR INQUIRIES	\$ 775.00	\$800.00
TASK 6.0	FIELD VISITS	\$ 1,572.50	\$1,600.00
TASK 7.0	CERTIFICATION	\$ 9,812.50	\$9,800.00
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SUBTOTAL		12,160.00	\$12,200.00
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	TOTAL LUMP SUM FEE	\$12,200.00	

McMAHON ASSOCIATES, INC.

PROFESSIONAL SERVICES AGREEMENT - CONTINUING CONTRACT  
 POST DESIGN SERVICES FOR  
 SR-810/HILLSBORO BOULEVARD LAP BETWEEN DEERFIELD BEACH & FDOT  
 AUTHORIZATION NO.  
 CITY OF DEERFIELD BEACH, FLORIDA

STAFFHOUR / FEE ESTIMATE  
 TASK 1.0 CONTRACTOR INQUIRIES

TASK NO.	WORK ELEMENT	PRINCIPAL QA/QC	PROJECT MANAGER	SR. PROJ. ENGINEER/ PLANNER	PROJECT PLANNER	PROJECT ENGINEER	SR. CADD TECH	CLERICAL/ TECH	TOTAL COST/ TASK
	CLASSIFICATION RATE / HOUR	\$220.00	\$170.00	\$125.00	\$90.00	\$105.00	\$85.00	\$55.00	
1.0	Contractor Inquiries		1	3				1	\$600.00
	TOTAL TASK 1.0	0	1	3	0	0	0	1	\$600.00
	TOTAL HOURS/CLASSIFICATION	0.0	1.0	3.0	0.0	0.0	0.0	1.0	5.0
	TOTAL DOLLARS	\$0.00	\$170.00	\$375.00	\$0.00	\$0.00	\$0.00	\$55.00	\$600.00

PROFESSIONAL SERVICES AGREEMENT - CONTINUING CONTRACT  
 POST DESIGN SERVICES FOR  
 SR-810/HILLSBORO BOULEVARD LAP BETWEEN DEERFIELD BEACH & FDOT  
 AUTHORIZATION NO.  
 CITY OF DEERFIELD BEACH, FLORIDA

STAFFHOUR / FEE ESTIMATE  
 TASK 2.0 FIELD VISITS

TASK NO.	WORK ELEMENT	PRINCIPAL Q/A/QC	PROJECT MANAGER	SR. PROJ. ENGINEER/PLANNER	PROJECT PLANNER	PROJECT ENGINEER	SR. CADD TECH	CLERICAL TECH	TOTAL COST/TASK
	CLASSIFICATION RATE / HOUR	\$220.00	\$170.00	\$125.00	\$90.00	\$105.00	\$85.00	\$55.00	
2.0	Field Visits			8				4	\$1,220.00
	TOTAL TASK 2.0	0	0	8	0	0	0	4	\$1,220.00
	TOTAL HOURS/CLASSIFICATION	0.0	0.0	8.0	0.0	0.0	0.0	4.0	12.0
	TOTAL DOLLARS	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$220.00	\$1,220.00



PROFESSIONAL SERVICES AGREEMENT

McMAHON ASSOCIATES, INC.  
PROPOSAL SUMMARY  
FOR  
PROFESSIONAL SERVICES AGREEMENT  
POST DESIGN SERVICES FOR  
SR-810/HILLSBORO BOULEVARD LAP  
BETWEEN DEERFIELD BEACH & FDOT  
AUTHORIZATION NO. \_\_

CITY OF DEERFIELD BEACH, FLORIDA

ESTIMATE OF DIRECT EXPENSES

TASK 1.0	CONTRACTOR INQUIRIES		UNITS	AMOUNT
	DESCRIPTION			
	Mileage @ \$0.50/mi.		0	\$0.00
	Reproduction/Photocopy Production-misc. @\$3.50/sheet		50	\$175.00
				<hr/>
		SUB-TOTAL TASK 4.0		\$175.00
TASK 2.0	FIELD VISITS		UNITS	AMOUNT
	DESCRIPTION			
	Mileage @ \$0.50		405	\$202.50
	Reproduction/Photocopy Production-misc. @\$0.50/sheet		300	\$150.00
				<hr/>
		SUB-TOTAL TASK 6.0		\$352.50
TASK 3.0	CERTIFICATION		UNITS	AMOUNT
	DESCRIPTION			
	Mileage @ \$0.50		135	\$67.50
	Reproduction/Photocopy Production-misc. @\$3.50/sheet		100	\$350.00
				<hr/>
		SUB-TOTAL TASK 7.0		\$417.50
				<hr/>
		TOTAL LUMP SUM FEE		\$945.00



March 17, 2010

*Electrical Design Associates*

Mr. Robert McSweeney, P.E.  
Keith & Associates, Inc.  
301 East Atlantic Blvd  
Pompano Beach, FL 33060

Re: Hillsboro Boulevard Roadway Improvements  
Deerfield Beach, FL

Dear Mr. McSweeney:

We are pleased to submit our proposal for additional electrical engineering services during construction for the above project. Our scope of work shall include the following:

1. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.
  
2. Site Visits - Make visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). It is understood that EDA will not be performing detailed quality control and inspection services such as checking the installation of conduits for conformity with the electrical drawings and appropriate manufacturer's shop drawings.

Our scope shall also include limited construction services based on the additional tie on the project. Work not specifically indentified is excluded. Our fee will be billed hourly with a not to exceed amount at monthly intervals. Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item.

30 hours at \$150.00

	\$ 4,500.00
Total:	\$ 4,500.00

Very truly yours,

Lillian M. Reyes, P.E.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_



**RESOLUTION NO. 2010/**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT ADDENDUM #4 FOR KEITH AND ASSOCIATES FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE HILLSBORO BOULEVARD STREETScape IMPROVEMENTS PROJECT**

**WHEREAS**, the Community Redevelopment Agency Board wishes to complete the Hillsboro Boulevard Streetscape Improvements Project; and

**WHEREAS**, the CRA Board acknowledges that due to project delays, additional construction management services are necessary; and

**WHEREAS**, as part of the team of engineers chosen pursuant to the Consultants Competitive Negotiations Act, Keith and Associates has been providing engineering service for this project;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The CRA Board does hereby approve Contract Addendum #4 in the amount of \$63,895.00 with Keith and Associates and authorizes the CRA Director to execute same.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
PEGGY NOLAND, MAYOR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

**DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**Agenda Item 2  
Tuesday, August 3, 2010**

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**REQUESTED ACTION:**

Request for approval of an agreement with Volkert, Inc. for the design of the structural improvements to the Fishing Pier in the amount of \$202,915.

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**SUMMARY EXPLANATION/BACKGROUND:**

Volkert, Inc. was selected to do the design of structural repairs to the Fishing Pier in February of 2009. Subsequent to that decision, a preliminary scope of work was developed, but never finalized. Later that year, the CRA Board earmarked funds to design and build new pier entrance buildings in coordination with the repairs to the Pier. Via coordination with the architect for the buildings, it was determined that additional design tasks, as well as construction assistance and observation, would be needed from Volkert, Inc. to ensure that the design and construction of the pier repairs will be properly coordinated with the design and construction of the new buildings. It was also determined that some of the baseline data collection needed for the pier structure and for the buildings would be duplicative. After further discussions, the duplication was eliminated. As a result, the contract the CRA Board had previously authorized with Volkert, Inc. was never executed. The attached agreement reflects the complete scope of work that will be needed from Volkert, Inc. for the preparation of construction drawings for the pier structure and during construction.

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**ATTACHMENTS:**

1. Copy of Volkert, Inc. agreement
2. Resolution

**AGREEMENT**  
**Between**  
**THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)**  
**and**  
**VOLKERT, INC.**

**CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR DEERFIELD  
BEACH FISHING PIER IMPROVEMENTS PURSUANT TO CITY OF DEERFIELD BEACH  
RESOLUTIONS 2009/053 AND CRA RESOLUTION 2009-5**

This Agreement is entered into by and between the Deerfield Beach Community Redevelopment Agency ("CRA" or "City") and Volkert, Inc. ("Consultant") as follows:

WHEREAS, the City of Deerfield Beach has advertised for letters of interest for the provision of services related to design, and development of bid specifications, review of bid specifications, assistance in the award of a contract for development of, and construction phase services related to the development of the Deerfield Beach Fishing Pier (The Pier); and

WHEREAS, Consultant has been selected by the City of Deerfield Beach as a successful proposer; and

WHEREAS, per its agreement with the City of Deerfield Beach as authorized by CRA Resolution 2009-5, the CRA wishes to use Consultant for this CRA project; and

WHEREAS, Consultant is aware of the desire of the CRA to provide for a contract with Consultant with no additional engineering costs; and

WHEREAS, the Project, shall consist of replacement of the landward portion of the pier; and

WHEREAS, the CRA has engaged the services of architect Garcia Stromberg to design new Pier Entrance buildings which will, as currently proposed, no longer be on top of the Pier but adjacent and connected thereto; and

WHEREAS, the CRA does hereby require that the services being provided by Garcia Stromberg (for the "Entrance Project") be closely coordinated with the services being requested of Consultant and that such coordination by and between both entities is of paramount importance and Consultant agrees to offer such coordination and cooperation to achieve a unified project;

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**SECTION 1.** The above recitations are true and correct and made a part hereof.

**SECTION 2.** The Consultant shall provide the following services as defined in Exhibit "A" Scope of Services.

**SECTION 3.** CRA's Responsibility:

1. The CRA shall provide all relevant information at its disposal to the Consultant to assist the Consultant in the development of its required work under the contract. The Consultant may request other information in the CRA's possession which it deems relevant to its task as set forth herein. The CRA shall also furnish, all boundary, right-of-way and utility surveys; easement and right-of-way descriptions; soil borings; probings and subsurface exploration; hydrographic surveys; laboratory tests and inspections of samples of materials in its possession. Items not in the CRA's possession which are required by the Consultant in order to complete its work under the contract shall be acquired by the CRA and provided to the Consultant.

2. The CRA shall provide input to Consultant with respect to all submissions and proposed specifications and shall direct the consultant as to the proposed program of improvements, criteria for their use and construction budget information.

3. The CRA shall guarantee access to and make all necessary provisions for Consultant to enter upon public lands as required for Consultant to perform his work under this contract.

4. The CRA shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by Consultant and shall render in writing decisions pertaining thereto in order to provide general direction to Consultant within a reasonable time so as not to unreasonably delay the work of the Consultant; provided that approval of a sketch, estimate, report, study, drawing, proposal or other document shall not constitute a professional opinion by the CRA or relieve the Consultant from any responsibility for defects in the work performed by Consultant under this Agreement or serve as a defense by Consultant in any action for defects in any sketch, report, study, drawing, proposal, or other document or other work product; Consultant shall be solely responsible in all such matters.

5. The CRA shall, in its sole discretion, contract for the necessary construction services. Provided, however, nothing herein shall obligate CRA to execute a final construction contract or to construct the project; provided further the CRA reserves the right not to move forward with the bidding procedure.

6. The CRA shall designate in writing a person to act as CRA's representative or to act for the City Manager where approvals and authorizations are required by the City Manager with respect to the work to be performed under this contract; such person shall have the complete authority to transmit instructions, receive information, interpret and define CRA's policies and decisions with respect to the work covered by this contract.

7. The CRA shall give written notice to Consultant whenever CRA observes or otherwise becomes aware of any defect in the Project. However, CRA shall be under no obligation to inspect, analyze, or otherwise confirm the accuracy of any sketch, drawing, specification, plan, proposal, or other document or other defect or their nonconformity with the Contract documents in the project or to inspect the Work for defects or nonconformities; the failure of the CRA to discover any defect shall not serve as a defense for the Consultant, its subconsultants, and those whom it employs in the work in any action against Consultant for breach of Consultant's contractual duty or negligence.

8. The CRA shall be the applicant for all approvals from all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

9. The CRA shall furnish or direct Consultant to provide, at CRA's expense, necessary additional services as stipulated in Exhibit "C"; attached and made a part hereto. All requests in this regard shall be in writing.

#### SECTION 4. Termination

1. This Agreement may be terminated by the City upon 30 days notice to Consultant without cause for convenience. Consultant may not terminate this Agreement except upon a breach by the City which is not cured upon 30 days notice to City. Further this Agreement may be terminated by mutual agreement at any time. In the case of any termination the Agreement shall immediately terminate, provided Consultant shall have been paid for work performed up to the date of termination. This contract may be terminated by City for cause on fifteen days notice.

2. If this Agreement is terminated for any reason, then Consultant's sole remedy shall be payment for all work performed in accordance with this agreement to the termination date, provided it delivers to the City a copy of all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents to provide the City with the work product for which Consultant was paid. All said studies, reports, sketches, estimates, specifications, drawings, proposals and other documents shall be the property of the City for use as the City sees fit, provided that Consultant shall not be responsible or liable for any causes of action related to changes in or alterations to its work product.

#### SECTION 5. Consultant's Compensation

Consultant shall be compensated as defined in "Exhibit B" Basic Services Compensation which is a maximum amount. Exhibit C contains a list of approved sub-consultants. Consultant may employ such sub-consultants at its sole cost and expense. Consultant shall be responsible for the work of all sub-consultants.

## SECTION 6. General Terms

By execution of this contract, Consultant accepts full responsibility for performance of all conditions thereunder. Consultant assumes complete responsibility for the work of all entities or persons whom it retains, employs, or associates in the performance of the work set forth herein. If Consultant uses the services of any subconsultants, or other parties, or associates with any other entities or parties on the performance of the work required hereunder the use of such parties or entities or persons, or any negligent errors or omissions of those subconsultants, entities or persons retained by Consultant shall not be a defense for lack of performance or any other cause of action related to the work. The failure to perform of any subconsultants, or other parties or entities or persons having a contractual or other relationship with the Consultant (or its subconsultants) shall not be a defense by the Consultant in any action by the City against Consultant or in any action where City claims that there is a defect in the work set forth herein; Consultant shall be fully responsible for the actions of all persons with whom it contracts in the participation of the work performed herein. The City's right to damages shall not be limited to the cost of the services, but shall include the right to actual damages which are the proximate result of any negligence or breach of contract by Consultant. However nothing contained herein shall prohibit City from seeking damages from any other responsible parties.

## SECTION 7. Quality of Work

Consultant shall provide a quality of work which shall provide competent and professional design, specifications, contract documents, and construction phase services to the standard of the engineering profession and such other professions involved in the project, as fully intended for the purposes as set forth by the City and as set forth herein, and as would be expected of a quality set(s) of permitable plans. It shall be Consultant's responsibility to review documents available relating to the Project, to review the site and site conditions, review the plans for the Entrance Project, and to take any action which would be reasonably expected to provide the Consultant with knowledge necessary to develop a design and specifications, and follow through in the nature of construction phase services which will yield the result intended by the City, that result being, a fully functional, properly designed Project and as set forth in applicable portions of the latest addition to the Florida Building Code, and the City Minimum Construction Standards, any other relevant design and construction standards applicable to the Project (and projects of this type), and any modifications as may be approved in writing by the City Manager. Costs incurred due to any errors or omissions shall be the responsibility of the Consultant.

## SECTION 8. Work Products Required

Following the time schedule established by the City, the Consultant shall provide at no additional cost to the City the following interim and final products:

1. Plans shall be sufficiently detailed at an appropriate scale to provide a clear and accurate means of bidding and presentation. Included on the plans must be all pertinent details, tables, schedules, sections, elevations, and plans as appropriate to convey the design intent,

2. Compact disks labeled with Project name, date, and the CONSULTANT's name including:

- a. CADD files in AutoCAD DWG format; AutoCAD 2004 or later. Files shall be delivered in an uncompressed format.
- b. Technical specifications for the project prepared in Microsoft Word.
- c. Project information including cost estimates, preliminary analysis and correspondence as requested by the City Manager or his designee, prepared in Microsoft Word and Microsoft Excel.

3. Estimate of probable construction cost in order to achieve the projected budget.

4. Technical specifications for the project typed on 8.5 x 11 single-sided, white bond paper to co-ordinate with "front end" specification to provide a complete bid packet. Typical "front end" specifications will be provided by the City. The City will prepare the necessary documentation for the "front end" bid documents and the Consultant shall review for the purpose of coordination with the technical specifications.

5. Proposed Schedule of Work including preliminary meeting dates and anticipated completion schedule to meet City needs. Such schedule shall be updated monthly, in electronic format, utilizing Microsoft Project scheduling software, until completion of services.

6. Report, tabulate the bid and assist the City in its analysis of the bid proposals.

#### SECTION 9. Time For Completion

Consultant shall expeditiously perform services as described in Exhibit A as set forth in an approved schedule by the City.

#### SECTION 10. Compensation

Compensation is set forth on Exhibits B.

#### SECTION 11. Ownership of Work Product

All work product as described above and as otherwise developed by Consultant shall be the property of the City. The City may use or distribute such work product in any way it deems

appropriate. If such work products are modified or altered by the City or anyone else for any use other than for use on the Deerfield Beach Fishing Pier the City shall indemnify and hold the Consultant harmless and shall defend the Consultant against any and all claims, causes of action or liability resulting from any such modification or alteration to Consultant's work product to the extent permitted by law.

#### SECTION 12. Indemnity

Consultant shall indemnify and hold the City harmless and shall defend the City against any claims, causes of action, judgments or liability of whatsoever nature related to patent or copyright infringement related to the work designs and work product submitted pursuant to this Agreement, or any claims, liability, judgments, penalties, or causes of action related to the negligent acts, errors or omissions in the designs, or work product submitted or work performed by the Consultant, its subconsultants (and their employees), its employees, pursuant to this Agreement. This section shall survive the completion of the project. Nothing herein shall serve to waive the City's sovereign immunity. One percent (1%) of all payments made shall be compensation for these indemnities. Insurance shall be provided as set forth on Exhibit D.

#### SECTION 13. Performance

All work performed by the Consultant, subconsultants or those employed by consultant shall be of a professional quality which is the standard of the Architectural and Engineering Profession and any other professional standards for other disciplines of any other subconsultant or other parties employed by Consultant, and shall comply with the specific provisions contained herein. Consultant shall be responsible for the work of all subconsultants and agents it retains.

#### SECTION 14. Insurance

Consultant shall comply with the insurance provisions defined in "Exhibit D – Insurance"

#### SECTION 15. CONSTRUCTION BUDGET / ADDITIONAL SERVICES COMPENSATION

The Budget for the construction of the herein defined project is Six Hundred Fifty Thousand (\$650,000.00) Dollars. Consultant is acknowledged not to be responsible for failure to receive responsive bids. It shall be the burden of the Consultant to immediately notify (in writing) City of any claim that compensation should be increased and to demonstrate that any change materially alters its responsibilities; any disagreement in this regard shall be resolved by arbitration pursuant to Chapter 682, Florida Statutes, through an arbitrator supplied by the American Arbitration Association according to its procedures. It is recognized that City shall have the right to modify the scope of work in order to properly complete the project and Consultant shall cooperate in revising the scope with the understanding that compensation for additional services may be required. No such dispute over compensation for additional responsibilities shall serve as a basis for suspension of work or refusal to undertake the modified work by Consultant.

**SECTION 16. No Work Stoppage as a Result of Disputes; No payment of Interest by City**

No dispute by Consultant shall provide a basis for Consultant to stop performing its work except as provided under Section 4, Termination, paragraph 1. However, disputes as to the proportion of work complete or rights and additional compensation shall not obviate the requirement of City to pay the amount it believes is reasonably due Consultant. Non-payment within 60 days of non-disputed invoices shall be considered breach of contract under this agreement.

**SECTION 17. Notices**

All notices required herein shall be in writing and either hand delivered or mailed certified, return receipt requested, to the following person at the address listed unless changed by written notice:

CITY: CITY MANAGER  
CITY OF DEERFIELD BEACH  
150 N.E. SECOND AVENUE  
DEERFIELD BEACH, FLORIDA 33441

CONSULTANT: DAVID GWYNN, P.E.  
SENIOR VICE PRESIDENT  
VOLKERT, INC.  
3409 WEST LEMON STREET  
TAMPA, FL 33609

**SECTION 18. Damages**

Nothing shall prohibit City from bringing an action and obtaining recovery against Consultant for all damages resulting from Consultant's negligence or breach of contract whether economic, non-economic, tort, or contract in nature. It is acknowledged that these damages are not limited to the Consultant's fee. Without invalidating the Contract, the City may at any time, by a written order, and without preliminary notice to the Surety, order extra work within the general scope, or alter the work by addition or deduction, and the Contract price shall be adjusted by appropriate change order (pursuant to the provisions of Exhibit D). Notwithstanding anything contained herein to the contrary, the Consultant shall not be entitled to any increased compensation for work on the Project unless the City acknowledges the right to said increased compensation prior to the conduct of any work.

**SECTION 19. Truth-In-Negotiation Certificate**

Execution of the Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CRA determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other unit costs. All such Contract Adjustments shall be made within one (1) year following the completion of the work under the Contract.

**SECTION 20. No Contingent Fee**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability and at City's sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 21. Background Checks**

Any bid, contract or request for proposal which requires a contractor, subcontractor or consultant to perform work in or on City property, as defined herein, shall include a requirement for a criminal background check for any employee of the company who is doing the work in or on City property.

**(1) Definitions:**

- a. City shall mean the City of Deerfield Beach.
- b. City property shall mean buildings or structures owned by the City. It shall also mean sidewalks and streets under the jurisdiction of the City which are adjacent to residential neighborhoods.
- c. Contractor shall mean any natural person or company who performs work as a contractor, subcontractor or consultant in or on City property.
- d. Criminal background checks shall be through the National Crime Information Center (NCIS) or independently by the City at the City's discretion at any time during the pendency of the work.

e. Moral turpitude shall mean a crime that is evidenced by an act of baseness, vileness or depravity in the private and social duties, which according to the accepted standards of the time a person owes to his or her fellow person or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude.

f. Work shall mean work in or on City property as set forth within the bid, request for proposal or contract approved by the City.

(2) The Contractor shall, at its expense, obtain a criminal background check, as defined above, for each of its employees having access to City property prior to beginning the work. The Contractor must ensure a similar background check has been done of its subcontractors' employees who will have access to City property. The results of the criminal background checks shall be forwarded to the City Manager or designee.

(3) All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.

(4) If such check reveals a conviction or a plea or nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the contractor shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Contractor intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

(5) The City reserves the right to approve or disapprove whether a Contractor's employees perform the services for the City. Disapproval would apply solely to the bid, request for proposal or contract at issue and would have no bearing on the Contractor's employment of an individual outside of the bid, request for proposal or contract.

(6) The City may conduct its own independent background checks and bar any covered individual from accessing the City's property in its complete discretion. The Contractor's failure to comply with the terms of this provision shall be considered a material breach rendering the Contractor in default and allowing immediate termination by the City.

**SECTION 22. Complete Agreement**

This is the complete agreement between the parties and no alteration hereto shall be given affect unless contained in a written agreement executed with equal dignity.

**SECTION 23. Effective Date**

This agreement shall be effective on the date the last party affixes its signature hereto.

**Witnesses:**

**DEERFIELD BEACH CRA**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
KEVEN R. KLOPP, DIRECTOR

Date: \_\_\_\_\_

**ATTESTED:**

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, CITY CLERK

By: \_\_\_\_\_  
PEGGY NOLAND, CHAIR

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ANDREW S. MAURODIS, CRA ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by KEVEN R. KLOPP, as the CRA Director, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name

AGREEMENT BETWEEN THE DEERFIELD BEACH CRA AND VOLKERT, INC. FOR CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES

VOLKERT, INC.

Witnesses:

Criste Cronighan  
Print Name:

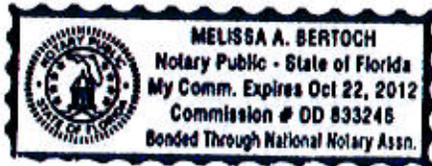
JERRY DABROWSKI  
Print Name:

By: [Signature]

Date: July 19, 2010

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2010, by Thomas C. White of Volkert and Associates, Inc., who is personally known to me or has produced State of FL Identification as identification.



[Signature]  
Signature of Notary Public

Melissa Bertoch  
Print, Type, or Stamp Commissioned Name

## EXHIBIT A - SCOPE OF TASK AUTHORIZATION

### I. Description of Project

The project consists of replacement of the landward portion of the fishing pier structure. The seaward newer portion of the pier is to remain. Through another consultant, the City is pursuing replacement of the adjacent restaurant and restroom buildings and of the bait shop currently located on the pier (Entrance Project). The Entrance Project is being designed by Garcia, Stromberg, LLC (Garcia).

### II. Objectives

The City desires to obtain construction documents suitable for bidding and construction for the partial pier replacement. The replacement pier is envisioned to generally appear very similar to the newer seaward portion of the existing pier with concrete foundation and substructure, concrete beams, and timber (lpe) decking. The City further desires to have the pier replacement plans coordinated with the Entrance Project. Consultant shall confer and coordinate with Garcia Stromberg in its design activities and share information during design and contract administration in order to achieve a project that is integrated and harmonious whereby the buildings and facilities are properly and safely integrated with the Pier Structure.

### III. Design Services

- A. Develop the design and drawings for the replacement pier including foundation, substructure, superstructure and railings but excluding any buildings to be placed on the pier. The plans shall be complete and of sufficient detail to provide for permitting by all applicable permitting and regulatory agencies.
- B. Identify all necessary permits and approvals needed from governmental authorities to construct the Project.
- C. The plans shall address demolition of the existing pier and bait house. Provisions for temporary dry-in of existing adjoining buildings, if required, will be addressed through contractor proposed design.
- D. Make accommodation in the pier replacement design for loads from a building structure designed by others to be placed on the replaced portion of the pier.

- E. Develop the design and drawings for capping of or replacement of that portion of the steel sheet piling wall that is pertinent to the fishing pier.
- F. Develop an ADA compliant design and drawings for a temporary timber ramp to provide access to the pier designated to remain.
- G. Include provisions for reconnecting the existing pier lighting and potable water. Provisions for temporary electrical and potable water service to the existing seaward portion of the pier to remain, if required, will be addressed through contractor proposed design.
- H. Provide sketches and drawings adequate for use in obtaining necessary permits; make revisions as necessary to obtain all necessary permits for construction.
- I. Develop technical specifications in single sided 8 1/2 x 11 format.
- J. Provide requirements for topographic survey and geotechnical engineering services.
- K. Develop an Engineer's Estimate of Probable Construction Costs.
- L. Coordinate with Garcia Stromberg for the building work and participate in up to six coordination meetings and as otherwise necessary to assure that Consultant's design is consistent with that of Garcia Stromberg's design for the Entrance Project (and vice versa) to create a harmonious and safely integrated and unified project and structure.

#### IV. Pre-Construction and Construction Phase Services

Pursuant to the project objectives, the Consultant shall provide the following as needed:

##### A. Preconstruction

Assistance and coordination with the Construction Manager at Risk (CM) during the preconstruction phase in developing an acceptable guaranteed maximum price, with or without value engineering. This shall include at least two meetings with the CM prior to determination of the guaranteed maximum price and cooperate in that task as necessary.

**B. Pre-Construction Meeting**

The Consultant will participate in at least one Pre-Construction Meeting and will continue to coordinate with Garcia Stromberg relative to the Entrance Project as necessary.

**C. Engineering Assistance**

The Consultant shall provide to the City qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents. Should changed conditions be encountered in the field, and when requested by the City, the Consultant shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

**D. Review of Shop Drawings and RFIs**

The Consultant shall be responsible for the review of construction shop drawings and responses to Requests for Information (RFIs).

Review and approval by the Consultant shall be for conformance with the design concept of the project and for compliance with the information given in the Contract Plans and Specifications. The review and approval shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Plans and Specifications) or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

**E. "Record Plans" shall be provided as requested by CRA.**

**F. On-Site Construction Observation and Administration of Construction Contract**

The Consultant shall act as the representative of the CRA for the Construction Phase of the Project, shall advise and consult with the CRA and all of the CRA's instructions to the Contractor shall be issued through the Consultant. The Consultant shall hold necessary pre-construction meetings and other job progress meetings as necessary. It is acknowledged that Volkert's responsibilities pursuant to this phase are limited to the work it designed; if the City retains only one Contractor for both the pier improvements and the entrance project, Volkert shall cooperate and administer the contract, but its responsibilities shall be limited to administering its work product; all requirements set forth below are imposed subject to this limitation.

The Consultant shall at all times have access to the work wherever it is in preparation or progress.

The Consultant shall visit the construction site before key building components are completed to ensure quality compliance with the documents.

Additionally, the Consultant shall be in attendance at the site frequently enough to familiarize himself with the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, the Consultant shall use its best efforts to guard the CRA against defects, deficiencies, and poor workmanship in the work of the Contractor and take necessary administrative actions to facilitate timely completion of the work in accordance with the contract documents including approved change orders. Project change orders shall be coordinated with such program.

The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. However, nothing herein contained shall be construed to relieve the Consultant of its obligation to ascertain to the extent possible, to the best of his knowledge, information and belief through the exercise of due diligence, whether work performed by the Contractor is in accordance with the Contract Documents; the Consultant shall immediately advise Contractor and the CRA when, in his opinion, such problems occur. The Consultant shall regularly keep the CRA informed as to the progress and quality of the work.

The Consultant shall visit the Project at intervals appropriate to the stage of construction or as otherwise agreed upon with the CRA to become generally familiar with the progress of the work completed, to determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will meet with the intent of the construction documents. Additionally, if requested by the CRA, the Consultant, based on observation of percentages of work completed, shall assist the CRA in determining amounts due the Contractor.

Based on such observations at the site and on the Contractor's Application for Payment, the Consultant shall determine the amount owing to the Contractor less 10%, and shall issue Certificates for Payment in such amounts for the Project.

The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the CRA based on the Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (which shall include, but not be limited to all approved Change Orders) subject to an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified.

The Consultant shall have the responsibility and authority to reject all Work which does not conform to the Contract Documents. He will have authority to request special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. The CRA will then have the option of choosing the vendor to perform such testing or inspection services. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

The Consultant shall review and approve or take other appropriate action on shop drawings, samples, as-built drawings, and other submissions of the Contractor for conformance with the Design Concept of the Project and for compliance with the information given in the Contract Documents, including General Conditions.

The Consultant shall evaluate all requests for change order and prepare necessary change orders (for either increased compensation or time) in a form acceptable to the CRA and review and make recommendations on all requests for change orders made by Contractor. The Consultant shall assist the CRA in any negotiations with Contractor relative to compensation required as a part of any change order and shall also advise the CRA regarding any changes necessary in the construction time schedule.

The Consultant shall conduct inspections to determine the Dates of "Substantial Completion" and "Final Completion," shall receive and review written guarantees and warranties and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

At completion of construction, the Consultant shall furnish and deliver to the CRA, neatly arranged in a file, shop drawings, warranties, and instruction literature furnished by the Contractor, etc., and also deliver to the CRA, a reproducible set of construction drawings, revised by Contractor to "as-built" conditions, based on marked-up prints, drawings or other data furnished by Contractor. The Consultant shall not be required to furnish this information itself, but shall use its best efforts to obtain these documents from Contractor and shall not approve final payment until they are received.

The Consultant will review the Contractor's documentation of field revisions on a monthly basis prior to issuance of certificates for payment. Upon construction completion, the

Consultant shall write a letter and certify to the CRA that the part of the project which it designed was constructed in substantial compliance with the Contract Documents; this letter must be signed, dated and bear the Engineer's seal and all other appropriate professional's seals.

The services during this phase shall include providing clarifications and/or revisions to the construction documents arising out of the normal process of construction (including conflict resolution) and the review of shop drawings, product data and samples for conformance with the information given and/or concepts expressed in the construction documents.

Construction administration services shall include but not be limited to providing an on-site visit with the Consultant's representative to monitor and observe the work and review construction for compliance with the Construction Documents and Contract Documents for the entire construction period. The Consultant's representative shall be at the site to monitor, observe and review construction at all appropriate times to properly administer the Contract. The Consultant shall cause such other visits to be made to the site by the necessary professionals to properly administer this contract and fulfill its obligations and comply with this contract.

All the Consultant's actions shall be undertaken with such reasonable promptness allowing the Consultant sufficient time to conduct adequate review and minimizing delay to the fullest extent possible.

As to the Contractor constructing the Project, the Consultant shall interpret and decide matters concerning performance of the Contractor under the requirements of the Construction Contract Documents. Such interpretations shall be made with reasonable promptness. The Consultant shall, with a reasonable time, issue written decisions on all claims, disputes or other matters in questions between the CRA and the Contractor relating to the execution or progress of the Work as provided in the Contract documents.

**V. Additional Services**

Services beyond those indicated herein shall be undertaken only upon written authorization from the City.

**VI. City's responsibilities**

- A. Provide available documents for review.
- B. Provide for the Consultant's free access to the site.
- C. Provide topographic survey through a State of Florida licensed surveying and mapping firm.
- D. Provide geotechnical services through a State of Florida licensed geotechnical engineering firm. Those services will generally consist of soil borings and analysis thereof, development of driven piling load capacities and the testing and evaluation of existing piling.
- E. Provide for permitting through an environmental consultant who will coordinate and prepare the permit application package(s). The City will pay all permitting fees.
- F. Provide site work design through the building consultant including restoration of site work elements likely to be damaged during construction.
- G. Provide for the building design through another consultant including demolition of existing adjacent buildings, including any buildings to be placed on the pier, including providing the loads to be transmitted to the pier replacement from any buildings to be placed on the pier and including any provisions for the steel sheet pile wall outside the limits of the fishing pier structure. Consultant shall coordinate as set forth above.
- H. Provide front-end specifications.
- I. Provide for materials testing during construction.
- J. Provide beach scour analysis through a State of Florida licensed engineering firm.

**VII. Schedule**

The City desires to begin construction by November 1, 2011. The Consultant shall work with the City to achieve that objective. The City may alter this schedule in its sole discretion.

The Consultant will commence work immediately upon receipt of an executed Work Order in accordance with our Consultant Agreement. The Consultant proposes to provide phase submittals for City review at the 30%, 90% and Final stages.

The Consultant proposes to submit the 30% plans within 30 calendar days following receipt of the topographic survey and the geotechnical report barring unforeseen difficulties. The Consultant proposes to submit the 90% plans within 60 calendar days following receipt of City review comments on the 30% plans barring unforeseen difficulties. The Consultant proposes to submit the Final documents within 30 calendar days following receipt of City review comments on the 90% plans barring unforeseen difficulties.

## **EXHIBIT B - COMPENSATION**

Compensation to the consultant shall be a lump sum in the amount of \$202, 915, broken into two phases; the design phase and the bidding and construction phase as follows:

### **Design Phase**

As Compensation for the services performed by the Consultant in accordance with Exhibit "A", Scope of Task Authorization, Design, it is proposed that the City pay the Consultant the lump sum amount of one hundred thirty thousand nine hundred seventy and 00/100 dollars (\$130,970.00).

### **Bidding and Construction Phase**

As Compensation for the services performed by the Consultant in accordance with Exhibit "A," Scope of Task Authorization, Bidding and Construction, it is proposed that the City pay the Consultant the lump sum amount of seventy-one thousand nine hundred and forty-five and 00/100 dollars \$71,945.00).

## EXHIBIT C - SUBCONSULTANTS

Preapproved Subconsultants (those included on the Consultant's team in the Consultant's Competitive Negotiation Act selection process)

Keith & Associates, Inc.  
301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
Role: Civil/site, permitting, and surveying

Universal Engineering Sciences  
3532 Maggie Boulevard  
Orlando, FL 32811  
and  
1818 7<sup>th</sup> Avenue North, Unit 1  
Lake Worth, FL 33461  
Role: Geotechnical

## EXHIBIT D - INSURANCE

The Consultant shall maintain insurance coverage reflecting the minimum amounts and conditions specified.

### WORKER'S COMPENSATION

The Consultant shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. Thirty (30) days notice of cancellation is required and must be provided to the City of Deerfield Beach via Certified Mail.

### COMPREHENSIVE GENERAL LIABILITY

The Consultant shall procure and maintain, for the life of this Contract/Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

The City of Deerfield Beach must be named as an additional insured unless Owners and Contractor's Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the City of Deerfield Beach via Certified Mail in the event of cancellation.

### BUSINESS AUTOMOBILE LIABILITY

The Consultant shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$300,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event the Consultant does not own any vehicles, we will accept the hired and non-owned coverage in the amounts listed above. In addition, City will require an affidavit signed by the consultant indicating the following:

\_\_\_\_\_ does not own any vehicles.  
In the event we acquire any vehicles throughout the term of his Contract/Agreement,  
\_\_\_\_\_ agrees to purchase "Any Auto" or "Comprehensive  
Form"  
coverage as of the date of acquisition.



Consultant's Signature

The City of Deerfield Beach must be listed as an Additional Insured under the Policy. Thirty (30) days written notice must be provided to the City of Deerfield Beach via Certified mail in the event of cancellation.

#### PROFESSIONAL LIABILITY INSURANCE

Consultant shall procure and maintain Professional Liability Insurance for the term of this Contract/Agreement. Consultant shall make every effort to maintain said insurance for a period of two (2) years after the terms of this Agreement. The minimum limits of coverage shall be \$1,000,000. Any deductible will be the responsibility of the Consultant. Thirty (30) days written notice must be provided to the City of Deerfield Beach via Certified Mail in the event of cancellation. Consultant shall include provisions in contracts with subconsultants that they shall provide the same insurance coverages adequate to cover their potential liability.

#### SUPPLEMENTAL PROVISIONS

1. The insurance coverage afforded by this policy(s) shall not be canceled or nonrenewed, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of Deerfield Beach City Manager; in such case, every effort shall be made to secure substitute insurance providing the required coverage for the entire period as required. Failure to maintain insurance shall be grounds for termination by City.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the City of Deerfield Beach City Manager, and approved prior to the start of any work or the possession of any city property.

**RESOLUTION NO. 2010/**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CONTRACT VOLKERT INC. IN THE AMOUNT OF \$202,915 TO PROVIDE STRUCTURAL ENGINEERING SERVICES FOR THE REPAIR AND RECONSTRUCTION OF A PORTION OF THE DEERFIELD BEACH PIER AND CERTAIN ASPECTS OF THE CONSTRUCTION OF THE PIER BUILDING DURING DESIGN AND CONSTRUCTION.**

**WHEREAS**, the Community Redevelopment Agency Board, through an RFQ conducted in accordance with the Consultants Competitive Negotiations Act (CCNA), sought to procure structural engineering services related to the repair of the existing pier structure; and

**WHEREAS**, the CRA Board chose Volkert Inc. to perform said services pursuant to CCNA; and

**WHEREAS**, the CRA wishes to approve a contract for structural engineering services for the reconstruction of portions of the Pier with Volkert Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The CRA Board does hereby approve the attached contract between Volkert Inc. and the City of Deerfield Beach Community Redevelopment Agency (CRA) in the amount of \$202,915.00 for the above described services and authorize the CRA Director to enter into said contract.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
PEGGY NOLAND, MAYOR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

**DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**Agenda Item 3  
Tuesday, August 3, 2010**

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**REQUESTED ACTION:**

Staff seeks direction from the Board as to whether or not to divide the construction of the Pier project into phases.

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**SUMMARY EXPLANATION/BACKGROUND:**

If construction of the project is divided into **phases**, construction of the restaurant portion of the project would begin in early 2011 and be completed by October 2011. Construction of the remainder of the project (the pier itself, restrooms, baitshop, etc.) cannot begin until November 1, 2011 due to turtle season.

Pros to phasing

Show progress sooner  
Earlier final completion  
Off-season restaurant construction

Cons to phasing

Six figure additional costs for design and construction  
Longer, more impactful, disruption  
Opening of restaurant with construction on-going

If construction of the project is to occur **all at once**, construction would begin in November 2011 and finish at the same time.

Pros to all at once

Unified completion  
Minimize length of disruption  
No additional costs

Cons to all at once

Several months of inactivity  
Later completion date  
Restaurant misses a season

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**ATTACHMENTS:**

None

**DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**Agenda Item 4  
Tuesday, August 3, 2010**

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**REQUESTED ACTION:**

Direction from the Board regarding parameters for LEED *certification* of the new pier entrance buildings.

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**SUMMARY EXPLANATION/BACKGROUND:**

The International Fishing Pier and its supporting facilities form an icon for the city. The CRA Board understands that its reconstruction is a great opportunity to promote environmental consciousness and implement the City's sustainability policies as set forth in its support of the world-renowned climate change initiative. Sustainable elements inherent in the design will functionally reduce greenhouse gas emissions compared to the existing facility. LEED *certification* (see attachment 1) will demonstrate a leadership position in green initiatives to the community, assist bringing acclaim to the facility and the City, and assist in the pursuit of grant funding.

Given the size and location of this project, it is possible that the project could reach a LEED *certification* level as high as gold (range: "certified", "silver", "gold", and "platinum"). Exact costs for reaching various levels of certification cannot be determined in advance, but staff's estimate is that reaching the level of gold could cost up to \$500,000. It is likely that reaching for gold will result in at least silver.

In order to set the bar high but not commit to open ended expenses that would not be recouped over time through lower energy costs, it is recommended that the CRA Board 1) determine that additional funding at a level not to exceed 18% of the estimated cost of construction (currently \$2.8 million) will be earmarked for LEED design, construction, and commissioning. 2) direct staff to complete negotiations with the project's design architect – Garcia Stromberg – and if unsuccessful, begin negotiations with one of the LEED capable firms the retained by the CRA for architectural and engineering services for LEED *certification services*; and 3) direct staff to bring the necessary agreement(s) back to the CRA Board as soon as possible for authorization.

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**ATTACHMENTS:**

1. Summary of LEED Certification from the National Resources Defense Council
2. Garcia Stromberg's Report – HB 7135 Conformance

(HB 7135 mandates that all new municipal buildings be *constructed* to meet the LEED rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or a nationally recognized, high-performance green building rating system)



## LEED CERTIFICATION INFORMATION

### What is LEED certification?

In the United States and in a number of other countries around the world, LEED certification is the recognized standard for measuring building sustainability. Achieving LEED certification is the best way for you to demonstrate that your building project is truly "green."

The LEED green building rating system -- developed and administered by the U.S. Green Building Council, a Washington D.C.-based, nonprofit coalition of building industry leaders -- is designed to promote design and construction practices that increase profitability while reducing the negative environmental impacts of buildings and improving occupant health and well-being.

### What are the benefits of LEED certification?

LEED certification, which includes a rigorous third-party commissioning process, offers compelling proof to you, your clients, your peers and the public at large that you've achieved your environmental goals and your building is performing as designed. Getting certified allows you take advantage of a growing number of state and local government incentives, and can help boost press interest in your project.

The LEED rating system offers four certification levels for new construction -- Certified, Silver, Gold and Platinum -- that correspond to the number of credits accrued in five green design categories: sustainable sites, water efficiency, energy and atmosphere, materials and resources and indoor environmental quality. LEED standards cover new commercial construction and major renovation projects, interiors projects and existing building operations. Standards are under development to cover commercial "core & shell" construction, new home construction and neighborhood developments.

### How does one achieve LEED certification?

The U.S. Green Building Council's [LEED website](#) provides tools for building professionals, including:

- Information on the LEED certification process.
- LEED documents, such as checklists and reference guides. Standards are now available or in development for the following project types:
  - New commercial construction and major renovation projects (LEED-NC)
  - Existing building operations (LEED-EB)
  - Commercial interiors projects (LEED-CI)
  - Core and shell projects (LEED-CS)
  - Homes (LEED-H)
  - Neighborhood Development (LEED-ND)
- A list of LEED-certified projects
- A directory of LEED-accredited professionals
- Information on LEED training workshops

### RESOURCE CENTER

- [Downloadable Tools »](#)
- [Case Studies »](#)
- [Fact Sheets »](#)
- [LEED Certification Info »](#)
- [Links »](#)

- A calendar of green building industry conferences

#### Tips for Getting LEED Certified

- **Set a clear environmental target.** Before you begin the design phase of your project, decide what level of LEED certification you are aiming for and settle on a firm overall budget. Also consider including an optional higher certification target -- a "stretch" goal -- to stimulate creativity.
- **Set a clear and adequate budget.** Higher levels of LEED certification, such as Platinum, do require additional expenditure and should be budgeted for accordingly.
- **Stick to your budget and your LEED goal.** Throughout out the design and building process, be sure your entire project team is focused on meeting your LEED goal on budget. Maintain the environmental and economic integrity of your project at every turn.
- **Engineer for Life Cycle Value** As you value-engineer your project, be sure to examine green investments in terms of how they will affect expenses over the entire life of the building. Before you decide to cut a line item, look first at its relationship to other features to see if keeping it will help you achieve money-saving synergies, as well as LEED credits. Many energy-saving features allow for the resizing or elimination of other equipment, or reduce total capital costs by paying for themselves immediately or within a few months of operation. Prior to beginning, set your goals for "life cycle" value-engineering rather than "first cost" value-engineering.
- **Hire LEED-accredited professionals.** Thousands of architects, consultants, engineers, product marketers, environmentalists and other building industry professionals around the country have a demonstrated knowledge of green building and the LEED rating system and process -- and can assist you in meeting your LEED goal. These professionals can suggest ways to earn LEED credits without extra cost, identify means of offsetting certain expenses with savings in other areas and spot opportunities for synergies in your project.

# GARCIA STROMBERG

## Preliminary Plan of Conformance to Florida HB 7135

The selected basis for this project's conformance to HB 7135 is the US Green Building Council's LEED Rating System. This system is divided into 7 categories, as listed:

- Sustainable Sites
- Water Efficiency
- Energy and Atmosphere
- Materials and Resources
- Indoor Environmental Quality
- Innovation and Design Process
- Regional Priority Credits

Applicable credits in each category are described below.

### Sustainable Sites

- *Sustainable Site 7.2, Heat Island Effect - Roof:*
  - Both the flat and pitched roofs will have a Solar Reflectance Index (SRI) conforming to this credit.
  - Other Sustainable Site performance criteria are listed in the Civil Engineer/Landscape Architect's narrative.

### Water Efficiency

- *Water Efficiency: See performance criteria for this credit in the Mechanical Engineer's Narrative.*

### Energy and Atmosphere

- *Energy and Atmosphere, 1.0 – Optimize energy Performance:*
  - The building roof and wall insulation rating will exceed the minimum standards of the Florida Energy Code.
  - Roof Overhangs and sunshades help prevent direct sun and heat from entering the building through windows and doors.
  - Approximately 1/3 of the building spaces are naturally ventilated. These areas include the Public Restrooms and the Storage areas.
  - Fabric sun canopies shade the east terrace and east façade of the restaurant building.
  - Other Energy and Atmosphere performance criteria are listed in the Mechanical Engineer's narrative.

### Materials and Resources

- *Materials and Resources, Prerequisite 1 – Storage and Collection of Recyclables:*
  - Per this credit and city requirements, four recycled material containers will be provided in a separate, covered storage area.
- *Materials and Resources, 2.0 – Construction Waste Management:*
  - Select building materials, such as concrete and steel, from the demolition of the existing buildings will be collected and sorted for recycling.
  - Waste building materials from the new construction will be collected and sorted for recycling.

# GARCIA STROMBERG

- *Materials and Resources, 5.0 – Regional Materials:*
  - Selected construction materials will come from local sources and manufacturers.
- *Materials and Resources, 7.0 – Certified Woods:*
  - Wood based materials and products will come from sources certified in accordance to the principles and criteria of the Forest Stewardship Council (FSC).

## **Indoor Environmental Quality**

- *Indoor Environmental Quality, Prerequisite 1 – Environmental Tobacco Smoke Control:*
  - All indoor areas will be non-smoking and smoking area will be located away from building openings.
- *Indoor Environmental Quality, 4.1 – Low-Emitting Materials, Adhesives and Sealants*
- *Indoor Environmental Quality, 4.2 – Low-Emitting Materials, Paints and Solvents*
- *Indoor Environmental Quality, 4.3 – Low-Emitting Materials, Flooring Systems*
  - The materials in 4.1, 4.2, 4.3 will be specified to have low or no VOCs and help reduce the quantity of indoor air contaminants.
- *Indoor Environmental Quality, 5.0 – Indoor Air and Pollutant Source Control:*
  - Provide permanent mats at each entry way to help prevent contaminants from entering the building.
  - Isolate and ventilate chemical storage areas to help prevent contaminants from entering the building.
- *Indoor Environmental Quality, 8.1 – Daylight and Views, Daylight*
- *Indoor Environmental Quality, 8.2 – Daylight and Views, Views*
  - Provide the building occupants with a connection between indoor and outdoor spaces through day lighting and views from regularly occupied areas of the building.
  - Other Indoor Air Quality performance criteria are listed in the Mechanical Engineer's narrative.

## **Innovation and Design Process**

- *Innovation and Design Process, 1.1 – Green Housekeeping*
  - Encourage the maintenance staff to use green, non-toxic products and techniques for pier and restroom cleaning.
- *Innovation and Design Process, 1.2 – Integrated Pest Management (Green Pest Control)*
  - Encourage the maintenance staff to use green, non-toxic products and techniques for pier and restroom pest control.

## **Regional Priority Credits**

- *Regional Priority Credits*
  - No Regional Priority Credits apply.

**DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**Agenda Item 5  
Tuesday, August 3, 2010**

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**REQUESTED ACTION:**

This item is for informational purposes only.

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**SUMMARY EXPLANATION/BACKGROUND:**

Three contractors have been pre-qualified and invited to bid on the Cove Shopping Center Parking Lot improvements project. The three contractors include MBR Construction, West Construction and CSR Construction. A pre-bid meeting with the contractors and staff took place on site at the Royal Fiesta meeting hall on July 9<sup>th</sup>, 2010. City staff explained the project bid requirements and answered contractors' questions. Bids will be opened at 2:00 p.m. on August 2, 2010 and the low bidder will be determined.

The low bidder will be asked to meet with Cove Shopping Center stakeholders to discuss the planned improvements, outline a strategy for minimizing disruption, explain how access will be maintained throughout the project and the overall construction schedule. Once stakeholders' concerns are addressed, the contract will be brought to the CRA Board for approval and direction to commence.

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**ATTACHMENTS:**

None