



## **Deerfield Beach Community Redevelopment Agency**

### **SPECIAL MEETING AGENDA**

Wednesday, September 15, 2010, 6:30 P.M.  
City Commission Chambers, Deerfield Beach City Hall

#### **CALL TO ORDER AND ROLL CALL**

#### **APPROVAL OF MINUTES**

#### **APPROVAL OF THE AGENDA\***

September 15, 2010

#### **GENERAL ITEMS**

1. Request to approve and publish CRA Board Meeting Schedule for FY 2011\*
2. Resolution to Award Professional Services Contract for LEED Certification of The Pier Reconstruction to Garcia Stromberg\*
3. Request to authorize staff to issue a Request for Qualifications for Construction Manager At Risk for the Pier Reconstruction\*
4. Resolution to Award Main Beach Parking Lot Contract to Tenex Enterprises Inc.\*
5. Resolution to Award Contract Addendum #5 – Project Management and Overtime Nights and Weekends Inspections to Keith and Associates\*
6. Resolution to Award Contract to The Dreyer Group for CRA Master Real Estate Plan Services\*
7. Resolution to Award Contract to The Dreyer Group for CRA Consulting Services\*

#### **BOARD/ADMINISTRATION COMMENTS**

#### **PUBLIC INPUT**

#### **ADJOURN**

\* Indicates an Action Item

(Next Meeting: Tuesday, October 12, 2010, 6:30 PM unless otherwise determined)

**REQUESTED ACTION:**

**Approve and publish 2010 – 2011 Deerfield Beach CRA Meeting Schedule**

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**SUMMARY EXPLANATION/BACKGROUND:**

Staff proposes that the CRA Board meet on the second Tuesday of each month to conduct CRA business. The Board currently meets on the third Tuesday of each month. Meetings are held for one hour prior to City Commission meetings and often do not allow adequate time to address all agenda items. The proposed meeting schedule would allow the Board more time to conduct CRA business, should it be required.

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**ATTACHMENTS:**

**Proposed 2010 – 2011 Deerfield Beach CRA Meeting Schedule**

Listed below is the schedule for regular meetings of the Deerfield Beach Community Redevelopment Agency for Fiscal Year 2010/2011. All meetings will be held at City Hall, 150 NE 2nd Avenue, Deerfield Beach, FL 33441.

Tuesday October 12, 2010	6:30 PM
Tuesday November 9, 2010	6:30 PM
Tuesday December 7, 2010	6:30 PM
Tuesday January 11, 2011	6:30 PM
Tuesday February 8, 2011	6:30 PM
Tuesday March 8, 2011	6:30 PM
Tuesday April 12, 2011	6:30 PM
Tuesday May 10, 2011	6:30 PM
Tuesday June 14, 2011	6:30 PM
Tuesday July 12, 2011	6:30 PM
Tuesday August 9, 2011	6:30 PM
Tuesday September 13, 2011	6:30 PM

Any person wishing to appeal any decision made by the Community Redevelopment Agency with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 189.417). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing. For further information regarding the Community Redevelopment Agency, call (954) 480-4222.

**REQUESTED ACTION:**

**Approve resolution to award Professional Services Agreement for Pier LEED Certification Management Services to Garcia Stromberg Holdings LLC for an amount not to exceed \$72,000.**

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**SUMMARY EXPLANATION/BACKGROUND:**

The CRA Board directed staff to ensure that the Pier entrance buildings are LEED certified. The project architect, Garcia Stromberg, has submitted a proposal for gaining LEED certification for the project within the budgetary confines established by the Board. The goal is set at Silver.

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**ATTACHMENTS:**

**Garcia Stromberg Letter  
Professional Services Contract  
LEED Project Checklist  
Resolution**

# GARCIA STROMBERG

August 16, 2010

The City of Deerfield Beach  
Keven R. Klopp, AICP  
Economic Development Manager/CRA Director  
CITY OF DEERFIELD BEACH  
150 NE 2nd Avenue  
Deerfield Beach, FL 33441-5816

Dear Keven:

Our Team recently met to discuss the budget established by the CRA Board for LEED certification of the Pier Project by the U.S Green Building Council. The Team believes there is strong potential for the project to obtain a LEED Certified level. Furthermore, the Team acknowledges that the target certification level to be pursued is Silver, but advises that the potential for obtaining the necessary advanced credits will be limited by numerous factors, including costs, size, location, credit interpretation by USGBC, etc. Attached is our Professional Services Agreement for management of the project's LEED Certification for your approval and anticipated execution.

Sincerely,  
Garcia Stromberg

Steve Edwards  
Project Architect  
*Signed Electronically to Expedite*

# AIA<sup>®</sup> Document B214<sup>™</sup> – 2007

## **Standard Form of Architect's Services: LEED<sup>®</sup> Certification**

for the following **PROJECT**:

*(Name and location or address)*

The Deerfield Beach Community Redevelopment Agency  
Pursuant to RFQ / CRA #2008 – 09/47 Project # 11221-P  
Redesign of City Pier Entrance and Related Structures and Appurtenances  
The City of Deerfield Beach Pier, Deerfield Beach, Florida.

### **THE OWNER:**

*(Name, legal status and address)*

Economic Development Manager/CRA Director  
CITY OF DEERFIELD BEACH  
Care of Keven Klopp  
150 NE 2nd Avenue  
Deerfield Beach, FL 33441-5816  
954.480.4206  
[KKlopp@Deerfield-Beach.com](mailto:KKlopp@Deerfield-Beach.com)

### **THE ARCHITECT:**

*(Name, legal status and address)*

Garcia Stromberg Holdings, LLC  
2365 Vista Parkway  
Suite 15  
West Palm Beach, FL 33411

### **THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty Third day of December in the year Two Thousand Nine.  
*(In words, indicate day, month and year.)*

### **TABLE OF ARTICLES**

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| 1 | INITIAL INFORMATION          |
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### **ARTICLE 1 INITIAL INFORMATION**

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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User Notes:

(1348100913)

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.  
*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

The Architect's services shall include the items as requested by the City and include the items in the checklist as attached as Exhibit "A". The pursuit of the certification is for the restaurant building only for economic purposes as LEED ratings are assessed on a per building basis. However, the other 2 secondary buildings will be designed to incorporate to whatever extent possible the same design standards shall meet the same standards. Services under this Agreement shall include the following:

Develop a Certification Schedule and track assignments to all participants

Develop the overall certification guidelines detailing specific credits targeted, associated credit requirements, development of strategies to pursue the credit requirements, list action items required and the assist the responsible parties.

Conduct further research and provide recommendations of materials and systems to pursue the certification requirements.

Perform the duties of as LEED Accredited Professional as outlined by the U. S. Green Building Council

Organize and facilitate the collaboration between the City, the CRA, sub-consultants and the construction team

Determine the project's necessary design, and materials research, as they pertain to pursuing a LEED Silver Certification.

Review with the CRA the options as pertains to methods and means designed to meet the requirements of certification.

Provide recommendations for sourcing of materials to meet the certification requirements.

Be responsible for all necessary calculations for site, water, material and indoor environmental quality related credits. per 'Exhibit A'.

Facilitate, moderate and coordinate certification related meetings as necessary throughout the construction phase and into facilities management implementation.

Coordinate the assembly of the final green building documentation submittals.

Submit credit interpretation reviews and/or submissions when necessary and coordinate the appeal process of denied credits if required.

Verify that the project's energy related systems are installed, calibrated and perform according to the project requirements, basis of design, and construction documents, as required by Fundamental Commissioning The benefits of commissioning include, and verification that the systems perform in accordance with the owner's project requirements.

Report all results and findings from the commissioning process to the CRA.

Incorporate commissioning requirements into the construction documents.

Develop a commissioning plan.

Provide systems manuals for operating staff for their use in optimally operating the building's systems.

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Verify the training requirements for operating personnel and building occupants.

Review building operation within 10 months after Substantial Completion with Operations and Maintenance staff and occupants; develop a plan for resolution of outstanding commissioning issues.

## ARTICLE 2 LEED CERTIFICATION SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team, and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall submit U.S. Green Building Council's (USGBC's) Leadership in Energy and Environmental Design (LEED) certification documentation to the Owner at intervals appropriate to the LEED certification process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the LEED Certification Services.

### § 2.3 PREDESIGN WORKSHOP

The Architect shall conduct a predesign workshop with the Owner, the Owner's consultants, and the Architect's consultants at which the participants will review the LEED Green Building Rating System. The participants will also examine each LEED credit utilizing the appropriate Green Building Rating System Project Checklist as a template for establishing green building goals, identify potential LEED points, examine strategies for implementation, assess the impact on the Owner's program and budget, and determine the LEED points to be targeted.

### § 2.4 LEED CERTIFICATION PLAN

§ 2.4.1 The Architect shall prepare a LEED Certification Plan based on the LEED points targeted. The LEED Certification Plan will describe the LEED certification process and may contain a description of the green building goals established, LEED points targeted, implementation strategies selected, list of participants and their roles and responsibilities, description of how the plan is to be implemented, certification schedule, specific details about design reviews, list of systems and components to be certified, and certification documentation required.

§ 2.4.2 Subject to Section 3.1, the Architect shall revise the LEED Certification Plan as the design and construction of the Project progresses to reflect any changes approved by the Owner, as a Change in Services.

### § 2.5 LEED CERTIFICATION DOCUMENTATION

§ 2.5.1 The Architect shall organize and manage the LEED design documentation and certification process.

§ 2.5.2 The Architect shall review the LEED certification process and regularly report progress to the Owner.

§ 2.5.3 The Architect shall provide the services of LEED accredited professionals necessary for certification of the Project.

§ 2.5.4 The Architect shall register the Project with the USGBC. Registration fees charged by the USGBC shall be a reimbursable expense.

§ 2.5.5 Subject to Section 3.1, the Architect shall prepare submittals for Credit Rulings from the USGBC for interpretation of credit language, principles, or implementation strategies. Credit Ruling fees charged by the USGBC shall be a reimbursable expense.

§ 2.5.6 Subject to Section 3.1, the Architect shall prepare and submit a LEED Certification Application for the Project to the USGBC, including required calculations and documentation for each LEED credit claimed, in accordance with the LEED Certification Plan.

§ 2.5.7 Subject to Section 3.1, the Architect shall prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for certification.

## § 2.6 LEED CERTIFICATION SPECIFICATIONS

The Architect shall provide specifications that incorporate LEED requirements for inclusion in the Contract Documents. The Contract Documents shall define the Contractor's responsibilities and documentation requirements related to LEED certification, including Construction Waste Management, Construction Indoor Air Quality, and obtaining materials credits.

## § 2.7 LEED CERTIFICATION SERVICES DURING BIDDING

§ 2.7.1 The Architect shall conduct a pre-bid meeting to review the differences between current standard construction practices and LEED principles, procedures, and requirements.

§ 2.7.2 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents related to LEED certification in the form of addenda.

§ 2.7.3 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare addenda identifying approved substitutions related to LEED certification.

§ 2.7.4 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any, related to LEED certification.

## § 2.8 LEED CERTIFICATION SERVICES DURING CONTRACT ADMINISTRATION

§ 2.8.1 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents related to LEED certification. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.8.2 If deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare, reproduce and distribute supplemental Drawings, Specifications and information in response to requests for information by the Contractor related to LEED certification.

§ 2.8.3 Subject to Section 3.1, the Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Section 3.1.4, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED certification. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.8.4 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.8.5 Subject to Section 3.1, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with requirements for LEED certification. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.8.6 The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED certification. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements for LEED

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certification, the Architect shall recommend an order for a minor change in the Work be issued or recommend to the Owner that the requested change be denied.

§ 2.8.7 If the Architect determines that implementation of the requested changes would result in a material change to the LEED certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall make a recommendation to the Owner regarding the implementation of the requested changes.

### § 2.9 FINAL LEED CERTIFICATION REPORT

The Architect shall prepare a Final LEED Certification Report documenting the LEED rating the Project achieved, including the LEED Certification Plan, LEED Certification Documentation submitted, LEED Certification Reviews received from the USGBC, together with the specific LEED points that the Project is recognized as having received, all clarifications or interpretations of credits, and any re-certification requirements.

## ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 The Architect shall provide LEED Certification Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner. :

- .1 (3) revisions to the LEED Certification Plan
- .2 (As required ) meetings during development of the design and Contract Documents
- .3 (As required ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .4 (As reasonably required ) visits to the site by the Architect over the duration of the Project during construction
- .5 (As required ) submittals to the USGBC
- .6 (As required ) responses to the USGBC's comments and questions
- .7 Pursuit of Certification greater than as referenced by "Exhibit A"
- .8 Enhanced Commissioning Credit

§ 3.2 The Architect shall provide the following Additional Services upon receipt of written authorization by the Owner, If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1  
(Paragraphs deleted)
- .2 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .3 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .4 Evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .5 Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including system requirements and relationships, special equipment and site requirements.

§ 4.2 The Owner may provide to the Architect data necessary for the LEED Certification Services which may include design drawings, construction documents, record drawings, shop drawings and other submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, pertinent records relative to historical building data, building equipment and furnishing and repair records.

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§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to provide the LEED Certification Services. The personnel shall conduct tours and walk-throughs and explain the facility's original, current and anticipated future use.

§ 4.4 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Architect to provide the LEED Certification Services.

**ARTICLE 5 COMPENSATION**

§ 5.1 For the Architect's LEED Certification Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Seventy Two Thousand & 00/100 Dollars, based on the breakdown below:

Discipline	LEED Certified Level
LEED Accredited Professional	<b>\$14,000.00</b>
Architectural Design	<b>\$19,000.00</b>
M/E/P Design	<b>\$30,000.00</b>
Cost Estimator	<b>\$2,000.00</b>
Civil & Landscape Design	<b>\$7,000.00</b>
<b>Total</b>	<b>\$72,000.00</b>

Payable as follows:

Initial payment: 15%	\$10,800.00
Design Development: 20%	\$14,400.00
CM @ Risk: 5%	\$3,600.00
Construction Documents: 45%	\$32,400.00
Construction Administration: 15%	\$10,800.00
 Total Compensation:	 \$72,000.00

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Sections 3.1 and 3.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly, if the scope cannot be predetermined or if it can, then lump sum.

For Grant and Research Funding (optional see Article 6.3): \$4,000.00 payable commensurate with services rendered.

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent ( 10.0 %), or as otherwise stated below:

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: LEED Certification, if any, are as follows:

6.1 Reimbursable expenses shall be as outlined within the original Agreement.

6.2 Leed Certification with USGBC or realization of a certain LEED level is not a contractual guarantee. Various factors affect a facility in the achievement of LEED certification. With all due diligence, the Architect and its

Consultants will aid and support the Owner in achieving LEED certification. However, it is ultimately the USGBC's determination of individual point qualification and point certification.

6.3 Optional Service: The Architect will research and report on the possible public grants, funding and rebates available for the promotion of energy efficient and sustainable municipal buildings through LEED certification, to assist with the offset of the construction cost. The Architect will assist the Owner's staff with the application process by providing information about the LEED credits and sustainable strategies as it pertains to the project.

Your Signature on the line below shall serve as the Architect's instruction to proceed with these services.

This Agreement entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and ten.

**ARCHITECT**

**CONSULTANT**



\_\_\_\_\_  
*(Signature)*

Garcia Stromberg Holdings, LLC  
Jorge H. Garcia, Chief Executive Officer

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B214<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:04:50 on 09/10/2010.

## **PAGE 1**

The Deerfield Beach Community Redevelopment Agency  
Pursuant to RFQ / CRA #2008 – 09/47 Project # 11221-P  
Redesign of City Pier Entrance and Related Structures and Appurtenances  
The City of Deerfield Beach Pier, Deerfield Beach, Florida.

...

*(Name, legal status and address)*

Economic Development Manager/CRA Director  
CITY OF DEERFIELD BEACH  
Care of Keven Klopp  
150 NE 2nd Avenue  
Deerfield Beach, FL 33441-5816  
954.480.4206

...

Garcia Stromberg Holdings, LLC  
2365 Vista Parkway  
Suite 15  
West Palm Beach, FL 33411

...

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty Third day of December in the year Two Thousand Nine.

## **PAGE 2**

The Architect's services shall include the items as requested by the City and include the items in the checklist as attached as Exhibit "A". The pursuit of the certification is for the restaurant building only for economic purposes as LEED ratings are assessed on a per building basis. However, the other 2 secondary buildings will be designed to incorporate to whatever extent possible the same design standards shall meet the same standards. Services under this Agreement shall include the following:

Develop a Certification Schedule and track assignments to all participants

Develop the overall certification guidelines detailing specific credits targeted, associated credit requirements, development of strategies to pursue the credit requirements, list action items required and the assist the responsible parties.

Conduct further research and provide recommendations of materials and systems to pursue the certification requirements.

Perform the duties of as LEED Accredited Professional as outlined by the U. S. Green Building Council

Organize and facilitate the collaboration between the City, the CRA, sub-consultants and the construction team

Determine the project's necessary design, and materials research, as they pertain to pursuing a LEED Silver Certification.

Review with the CRA the options as pertains to methods and means designed to meet the requirements of certification.

Provide recommendations for sourcing of materials to meet the certification requirements.

Be responsible for all necessary calculations for site, water, material and indoor environmental quality related credits, per 'Exhibit A'.

Facilitate, moderate and coordinate certification related meetings as necessary throughout the construction phase and into facilities management implementation.

Coordinate the assembly of the final green building documentation submittals.

Submit credit interpretation reviews and/or submissions when necessary and coordinate the appeal process of denied credits if required.

Verify that the project's energy related systems are installed, calibrated and perform according to the project requirements, basis of design, and construction documents , as required by Fundamental Commissioning The benefits of commissioning include, and verification that the systems perform in accordance with the owner's project requirements.

Report all results and findings from the commissioning process to the CRA.

Incorporate commissioning requirements into the construction documents.

Develop a commissioning plan.

Provide systems manuals for operating staff for their use in optimally operating the building's systems.

Verify the training requirements for operating personnel and building occupants.

Review building operation within 10 months after Substantial Completion with Operations and Maintenance staff and occupants; develop a plan for resolution of outstanding commissioning issues.

**PAGE 5**

§ 3.1 The Architect shall provide LEED Certification Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the ~~Owner~~ Owner. ;

- .1 (—)(3) revisions to the LEED Certification Plan
- .2 (—(As required ) meetings during development of the design and Contract Documents

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- .3 (~~As required~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .4 (~~As reasonably required~~) visits to the site by the Architect over the duration of the Project during construction
- .5 (~~As required~~) submittals to the USGBC
- .6 (~~As required~~) responses to the USGBC's comments and questions
- .7 Pursuit of Certification greater than as referenced by "Exhibit A"
- .8 Enhanced Commissioning Credit

§ 3.2 ~~To avoid delay, the~~ The Architect shall provide the following Additional Services, ~~notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need.~~ Services upon receipt of written authorization by the Owner. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 ~~Review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- .2 ~~Responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- .3 ~~Change, Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;~~
- .4 ~~2~~ Providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .3
- .5 ~~Evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;~~
- .6 ~~4~~ Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; or
- .7 ~~5~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.

...

§ 4.2 The Owner ~~shall~~ may provide to the Architect data necessary for the LEED Certification Services which may include design drawings, construction documents, record drawings, shop drawings and other submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, pertinent records relative to historical building data, building equipment and furnishing and repair records.

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Seventy Two Thousand & 00/100 Dollars, based on the breakdown below:

<u>Discipline</u>	<u>LEED Certified Level</u>
<u>LEED Accredited Professional</u>	<u>\$14,000.00</u>
<u>Architectural Design</u>	<u>\$19,000.00</u>
<u>M/E/P Design</u>	<u>\$30,000.00</u>
<u>Cost Estimator</u>	<u>\$2,000.00</u>
<u>Civil &amp; Landscape Design</u>	<u>\$7,000.00</u>
<u>Total</u>	<u>\$72,000.00</u>

Payable as follows:

<u>Initial payment: 15%</u>	<u>\$10,800.00</u>
<u>Design Development: 20%</u>	<u>\$14,400.00</u>
<u>CM @ Risk: 5%</u>	<u>\$3,600.00</u>

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 User Notes: (1348100913)

Construction Documents: 45% \$32,400.00  
Construction Administration: 15% \$10,800.00  
Total Compensation: \$72,000.00

...

Hourly, if the scope cannot be predetermined or if it can, then lump sum.

For Grant and Research Funding (optional see Article 6.3): \$4,000.00 payable commensurate with services rendered.

**§ 5.3** Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent ( 10.0 %), or as otherwise stated below:

...

6.1 Reimbursable expenses shall be as outlined within the original Agreement.

6.2 Leed Certification with USGBC or realization of a certain LEED level is not a contractual guarantee. Various factors affect a facility in the achievement of LEED certification. With all due diligence, the Architect and its Consultants will aid and support the Owner in achieving LEED certification. However, it is ultimately the USGBC's determination of individual point qualification and point certification.

6.3 Optional Service: The Architect will research and report on the possible public grants, funding and rebates available for the promotion of energy efficient and sustainable municipal buildings through LEED certification, to assist with the offset of the construction cost. The Architect will assist the Owner's staff with the application process by providing information about the LEED credits and sustainable strategies as it pertains to the project.

Your Signature on the line below shall serve as the Architect's instruction to proceed with these services.

This Agreement entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and ten.

**ARCHITECT**

**CONSULTANT**



\_\_\_\_\_  
(Signature)  
Garcia Stromberg Holdings, LLC  
Jorge H. Garcia, Chief Executive Officer  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed name and title)

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Jorge H. Garcia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:04:50 on 09/10/2010 under Order No. 4467128586\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B214™ – 2007 - Standard Form of Architect's Services: LEED® Certification, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

---

*(Dated)*



# LEED 2009 for New Construction and Major Renovation

## Project Checklist

City of Deerfield Beach Pier Restaurant

22-Feb-10

9	4	13	<b>Sustainable Sites</b>	<b>Possible Points: 26</b>
---	---	----	--------------------------	----------------------------

Y	N	?		
Y			Prereq 1 Construction Activity Pollution Prevention	
	1		Credit 1 Site Selection	1
		5	Credit 2 Development Density and Community Connectivity	5
	1		Credit 3 Brownfield Redevelopment	1
		6	Credit 4.1 Alternative Transportation—Public Transportation Access	6
1			Credit 4.2 Alternative Transportation—Bicycle Storage and Changing Rooms	1
3			Credit 4.3 Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
2			Credit 4.4 Alternative Transportation—Parking Capacity	2
		1	Credit 5.1 Site Development—Protect or Restore Habitat	1
		1	Credit 5.2 Site Development—Maximize Open Space	1
1			Credit 6.1 Stormwater Design—Quantity Control	1
1			Credit 6.2 Stormwater Design—Quality Control	1
	1		Credit 7.1 Heat Island Effect—Non-roof	1
1			Credit 7.2 Heat Island Effect—Roof	1
	1		Credit 8 Light Pollution Reduction	1

2	0	4	<b>Water Efficiency</b>	<b>Possible Points: 10</b>
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Y	N	?		
			Prereq 1 Water Use Reduction—20% Reduction	
		2	Credit 1 Water Efficient Landscaping	2 to 4
			<input type="checkbox"/> Reduce by 50%	2
			<input type="checkbox"/> No Potable Water Use or Irrigation	4
		2	Credit 2 Innovative Wastewater Technologies	2
2			Credit 3 Water Use Reduction	2 to 4
			<input type="checkbox"/> Reduce by 30%	2
			<input type="checkbox"/> Reduce by 35%	3
			<input type="checkbox"/> Reduce by 40%	4

6 0 0

**Energy and Atmosphere**

Possible Points: **35**

Y  
Y  
Y  
2

- Prereq 1 Fundamental Commissioning of Building Energy Systems
- Prereq 2 Minimum Energy Performance
- Prereq 3 Fundamental Refrigerant Management

Credit 1

Optimize Energy Performance	1 to 19
Improve by 12% for New Buildings or 8% for Existing Building Renovations	1
Improve by 14% for New Buildings or 10% for Existing Building Renovations	2
Improve by 16% for New Buildings or 12% for Existing Building Renovations	3
Improve by 18% for New Buildings or 14% for Existing Building Renovations	4
Improve by 20% for New Buildings or 16% for Existing Building Renovations	5
Improve by 22% for New Buildings or 18% for Existing Building Renovations	6
Improve by 24% for New Buildings or 20% for Existing Building Renovations	7
Improve by 26% for New Buildings or 22% for Existing Building Renovations	8
Improve by 28% for New Buildings or 24% for Existing Building Renovations	9
Improve by 30% for New Buildings or 26% for Existing Building Renovations	10
Improve by 32% for New Buildings or 28% for Existing Building Renovations	11
Improve by 34% for New Buildings or 30% for Existing Building Renovations	12
Improve by 36% for New Buildings or 32% for Existing Building Renovations	13
Improve by 38% for New Buildings or 34% for Existing Building Renovations	14
Improve by 40% for New Buildings or 36% for Existing Building Renovations	15
Improve by 42% for New Buildings or 38% for Existing Building Renovations	16
Improve by 44% for New Buildings or 40% for Existing Building Renovations	17
Improve by 46% for New Buildings or 42% for Existing Building Renovations	18
Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations	19

0

On-Site Renewable Energy	1 to 7
1% Renewable Energy	1
3% Renewable Energy	2
5% Renewable Energy	3
7% Renewable Energy	4
9% Renewable Energy	5
11% Renewable Energy	6
13% Renewable Energy	7

0  
2  
0  
2

Credit 3	Enhanced Commissioning	2
Credit 4	Enhanced Refrigerant Management	2
Credit 5	Measurement and Verification	3
Credit 6	Green Power	2

2	0	2
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**Materials and Resources**Possible Points: **14**

Y			Prereq 1	Storage and Collection of Recyclables	
	0		Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
				Reuse 55%	1
				Reuse 75%	2
				Reuse 95%	3
	0		Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
1			Credit 2	Construction Waste Management	1 to 2
				X 50% Recycled or Salvaged	1
				75% Recycled or Salvaged	2
	0		Credit 3	Materials Reuse	1 to 2
				Reuse 5%	1
				Reuse 10%	2
		1	Credit 4	Recycled Content	1 to 2
				10% of Content	1
				20% of Content	2
		1	Credit 5	Regional Materials	1 to 2
				10% of Materials	1
				20% of Materials	2
	0		Credit 6	Rapidly Renewable Materials	1
1			Credit 7	Certified Wood	1

11	0	3
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**Indoor Environmental Quality**Possible Points: **15**

Y			Prereq 1	Minimum Indoor Air Quality Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
1			Credit 1	Outdoor Air Delivery Monitoring	1
1			Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan—During Construction	1
		1	Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
1			Credit 4.3	Low-Emitting Materials—Flooring Systems	1
1			Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
1			Credit 5	Indoor Chemical and Pollutant Source Control	1
1			Credit 6.1	Controllability of Systems—Lighting	1
	0		Credit 6.2	Controllability of Systems—Thermal Comfort	1
1			Credit 7.1	Thermal Comfort—Design	1
		1	Credit 7.2	Thermal Comfort—Verification	1
		1	Credit 8.1	Daylight and Views—Daylight	1
1			Credit 8.2	Daylight and Views—Views	1

5	0	1	<b>Innovation and Design Process</b>	Possible Points: <b>6</b>
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1			Credit 1.1 Innovation in Design: Green Housekeeping	1
1			Credit 1.2 Innovation in Design: Integrated Pest Management (Green Pest Control)	1
1			Credit 1.3 Innovation in Design: Educational Outreach	1
1			Credit 1.4 Innovation in Design: 70% Green Power - 2 Years	1
		1	Credit 1.5 Innovation in Design: Specific Title	1
1			Credit 2 LEED Accredited Professional	1

0	0	0	<b>Regional Priority Credits</b>	Possible Points: <b>4</b>
---	---	---	----------------------------------	---------------------------

			Credit 1.1 Regional Priority: Specific Credit	1
			Credit 1.2 Regional Priority: Specific Credit	1
			Credit 1.3 Regional Priority: Specific Credit	1
			Credit 1.4 Regional Priority: Specific Credit	1

35	4	23	<b>Total</b>	Possible Points: <b>110</b>
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Certified 40 to 49 points   Silver 50 to 59 points   Gold 60 to 79 points   Platinum 80 to 110

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AWARDED THE PROFESSIONAL SERVICES CONTRACT FOR LEED CERTIFICATION FOR THE CITY PIER ENTRANCE BUILDINGS TO GARCIA STROMBERG HOLDINGS LLC FOR AN AMOUNT NOT TO EXCEED \$72,000.**

**WHEREAS**, the CRA wishes to incorporate sustainable building practices into public facilities,

**WHEREAS**, the CRA wishes the City's Pier Entrances Buildings to be LEED Certified to demonstrate sustainable building practices; and

**WHEREAS**, the architect of record, Garcia Stromberg has LEED certified staff capable of managing the LEED certification process.

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

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The CRA hereby awards the professional services contract for LEED Certification to Garcia Stromberg for an amount not to exceed \$72,000.

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

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

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

**REQUESTED ACTION:**

A motion authorizing staff to advertise a Request for Qualifications (RFQ) for the selection of a Construction Manager at Risk for the reconstruction of the landward portion of the City's Pier as well as the new Pier Entrance Buildings.

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**SUMMARY EXPLANATION/BACKGROUND:**

The City Procurement Code requires Board approval before the Construction Manager at Risk process can be commenced. Upon the CRA Board's authorization to proceed, staff will advertise an RFQ to commence the process of selecting a Construction Manager At Risk.

Once selected by the CRA Board, the Construction Manager at Risk will be authorized to negotiate a Guaranteed Maximum price to reconstruct the pier structure and construct the new buildings.

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**ATTACHMENTS:**

**None at this time – a copy of the draft RFQ will be distributed to the Board prior to the meeting.**

**REQUESTED ACTION:**

**Approve resolution to award Main Beach Parking Lot Expansion Contract - City Project No. 11244-P to Tenex Enterprises Inc. for an amount not to exceed \$79,344.**

---

**SUMMARY EXPLANATION/BACKGROUND:**

The proposed Main Beach Parking Lot Expansion Project provides for the construction of additional twenty-two (22) parking spaces on the existing vacant city-owned land located at the southwest corner of the main beach parking lot. The improvements will also include landscaping and irrigation improvements.

This is a budgeted project.

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**ATTACHMENTS:**

**Project Summary Memorandum  
Resolution**



# MEMORANDUM

## Environmental Services Department

**TO:** Keven Klopp, CRA Director

**FROM:** Charles DaBrusco, P.E., Director, Environmental Services

**COPY:** Ada Graham-Johnson, City Clerk  
Andrew Maurodis, City Attorney

**DATE:** September 9, 2010

**SUBJECT:** Award of contract in the amount not to exceed \$79,344.00, to Tenex Enterprises, Inc. for construction of the Main Beach Parking Lot Expansion Project – City Project No. 11224-P.

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The purpose of this memo is to obtain CRA Board approval to award a contract in the total amount not to exceed \$79,344.00, to Tenex Enterprises, Inc. for construction of the Main Beach Parking Lot Expansion Project.

The proposed Main Beach Parking Lot Expansion Project provides for the construction of additional twenty-two (22) parking spaces on the vacant city-owned land located at the southwest corner of the main beach parking lot. The project will also include drainage, landscaping and irrigation improvements.

On July 30, 2010, the contract for the Main Beach Parking Lot Expansion Project was advertised for competitive bids. Seventeen (17) sets of bid documents and plans were issued to potential bidders. The City of Deerfield Beach received a total of eight (8) proposals prior to the deadline of August 20, 2010. Staff evaluated the received bids for responsiveness and tabulated them as follows:

<b>Name of Bidder</b>	<b>Total Bid Amount</b>
Weekley Asphalt Paving, Inc.	\$ 156,686.12
Ranger Construction - South	\$ 145,697.50
Atlantic Civil Constructors Corp.	\$ 108,780.38
Miguel Lopez, Inc.	\$ 107,002.00
Sun Up Enterprises, Inc.	\$ 94,538.00
Williams Paving Co., Inc.	\$ 93,618.50
CSR Heavy Construction, Inc.	\$ 84,568.75
<b>Tenex Enterprises, Inc.</b>	<b>\$ 79,344.00</b>

Staff has determined that Tenex Enterprises,, Inc. is the most responsive responsible bidder. Tenex Enterprises,, Inc. has completed several projects for the City of Deerfield Beach and their performance has been satisfactory.

Staff recommends approval by the CRA Board to award the contract for construction of the Main Beach Parking Lot Expansion Project to Tenex Enterprises, Inc., in an amount not exceeding \$79,344.00.



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Charles DaBrusco, P.E., Director, Environmental Services

cc: Hugh Dunkley, Director of Management & Budget  
File: Project No. 11224-P

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AWARDED THE CONTRACT FOR THE MAIN BEACH PARKING LOT EXPANSION – CITY PROJECT 11244-P TO TENEX ENTERPRISES INC. FOR AN AMOUNT NOT TO EXCEED \$79,344 AND IN ACCORDANCE WITH PROJECT BID DOCUMENTS**

**WHEREAS**, the CRA wishes to address the issue of inadequate parking in the redevelopment area,

**WHEREAS**, the CRA Plan identifies the redevelopment of the Main Beach Parking Lot as a redevelopment project;

**WHEREAS**, the CRA requested proposals for construction services to expand the Main Beach Parking Lot from qualified contractors through a competitive bid process; and

**WHEREAS**, Tenex Enterprises Inc. was determined to be the lowest responsive responsible bidder with a bid of \$79,344;

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

**Section 1.** The above referenced “Whereas” clauses are true and correct and made a part hereof.

**Section 2.** The CRA hereby selects low bidder Tenex Enterprises Inc. to perform the scope of services contained in Bid # 11244-P.

**Section 3.** The CRA hereby directs staff to negotiate a contract with Tenex Enterprises Inc. to perform the scope of services contained in Bid #11244-P for an amount not to exceed \$79,344.

**Section 4.** The CRA hereby directs staff to issue a Notice to Proceed to Tenex Enterprises Inc. upon full execution of said contract.

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

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

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

**REQUESTED ACTION:**

**Approve resolution to award Keith and Associates Contract Addendum No. 5 to provide Overtime Inspections and Project Management Services for an amount not to exceed \$97,440.**

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**SUMMARY EXPLANATION/BACKGROUND:**

In order to accommodate the condensed construction schedule requested by the CRA Board for the Cove Shopping Center Parking Lot Improvements Project, staff asked Keith and Associates for a scope of services to provide additional Project Management and Overtime Night and Weekend Inspection Services. The contractor will be working at night and on weekends when regular management and inspectors are not available. These Project Management and Overtime Inspections services will only be performed on an as needed basis, where waiting for regular work week management and inspections would significantly delay project progress.

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**ATTACHMENTS:**

**Keith and Associates Contract Addendum #5  
Resolution**

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AWARDED CONTRACT ADDENDUM #5 TO KEITH AND ASSOCIATES TO PROVIDE OVERTIME AND WEEKEND INSPECTION AND PROJECT MANAGEMENT SERVICES FOR THE COVE SHOPPING CENTER RECONSTRUCTION PROJECT FOR AN AMOUNT NOT TO EXCEED \$97,440 AND IN ACCORDANCE WITH PROJECT BID DOCUMENTS**

**WHEREAS**, the CRA wishes to expedite the construction of the Cove Shopping Center Parking Lot Reconstruction project to minimize business disruption,

**WHEREAS**, the contractor will be working 6 day work weeks, at night and on weekends;

**WHEREAS**, these work hours are outside of normal staff work hours; and

**WHEREAS**, Keith and Associates is the Engineer of Record on the project and has suitable skilled staff to perform overtime night and weekend inspections and project management services;

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

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The CRA hereby awards Contract Addendum #5 to Keith and Associates for overtime night and weekend inspections and project management for an amount not to exceed \$97,440.

**Section 3.** The CRA hereby directs staff to only use these services on an as-needed basis.

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

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

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

**CONTRACT ADDENDUM NO. 005**

PROJECT NAME: <b>The Cove Shopping Center Phase I Parking Lot Improvements (Work Authorization #23)</b>		PROJECT NO.: <b>04065.23</b>	DATE: September 9, 2010
CLIENT: City of Deerfield Beach 150 NE second Avenue Deerfield Beach, FL 33441		CONSULTANT: Keith and Associates, Inc 301 East Atlantic Boulevard Pompano Beach, Florida 33060 Phone: 954/788-3400 Fax: 954/788-3500	
CLIENT REPRESENTATIVE: Keven Klopp, Community Redevelopment Agency (CRA) Director		PROJECT MANAGER: Robert McSweeney / Mark Castano	
PHONE: (954) 480-4222	FAX: (954) 422-5816	START DATE: Upon receipt of executed addendum	
EMAIL:		END DATE: 365 Days after NTP Issuance	

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**

**TASK 037 Field Representative Over Time Nights & Weekends**

This contract addendum is specifically for additional services associated with overtime, nights & weekend inspections work which was not originally contemplated for this project. The additional service is necessary to accommodate the increased level of effort by the CONTRACTOR to complete the work for the City in accordance with the expedited construction phasing plan and schedule provided by the CONTRACTOR. This expedited construction phasing plan and schedule consists of a maximum of five (5) construction phases, a six (6) day work week, periodic off-peak night and weekend work, and includes a scheduled break from January through May, 2011.

The Estimated Not to Exceed (NTE) Fee for this task shall be .....\$25,200.00 per attached (Exhibit 'A')

**EXHIBIT A**  
**Cove Shopping Center Parking Lot Improvements**  
**Construction Management Services**  
 K&A Project No.: 04065.23

**Man-hour Estimate**

**Labor:**  
**Overtime Hours per Week multiplied by Number of Weeks / Phase**

Duty Code	Personnel (Title)	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B
54	Field Representative OT/Nights/Weekends	8x1.5x7=84	8x1.5x6=72	8x1.5x6=72	8x1.5x6=72	8x1.5x3=36

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
54	Field Representative OT/Nights/Weekends	336	\$75.00	\$25,200.00

## **TASK 038 As-needed Construction Management Services**

This contract addendum is specifically for Construction Management Services to provide for the increased effort by CONSULTANT to manage the construction process by the CONTRACTOR and to provide a Senior Project Manager to serve as the COMMUNITY LIASON on behalf of the CITY, as needed by phase, in accordance with the expedited construction phasing plan and schedule provided by the CONTRACTOR. This expedited construction phasing plan and schedule consists of a maximum of five (5) construction phases, a six (6) day work week, periodic off-peak night and weekend work, and includes a scheduled break from January through May, 2011. Additional work includes coordination with stakeholders, property owners within the Cove Shopping Center (Project Site), and private property owners directly adjacent to the Project Site.

The Construction Manager (CM) will serve as the CONSULTANT'S on-site Project Manager and Resident Project Representative (RPR) acting as directed by, and under the supervision of, the CITY, and will confer with the CITY regarding all matters related to the construction contract. CM's dealings in matters pertaining to the on-site work shall, in general, be with CONTRACTOR and involved stakeholders keeping the CITY advised as necessary. CM's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. CM shall generally communicate with the CONTRACTOR with the knowledge of and under the direction of CITY.

### **A. Additional Duties and Responsibilities of CONSULTANT:**

1. Coordinate the daily activities of CONTRACTOR to ensure he is working in accordance with the CITY's contract documents and in compliance with the approved construction schedule.
2. Review the maintenance of traffic on a daily basis to ensure impacts to existing businesses are minimized to the greatest extent possible.
3. Review the work zone on a daily basis to ensure safe pedestrian access is provided to all businesses in the construction area as specified in the contract documents.
4. Provide additional applicable duty codes and associated fees for Construction Manager (DC 56), Community Liason (DC 62), Telephone Hotline (DC 99).
5. Provide Telephone Hotline as an informational telephone hotline for miscellaneous project information and complaint resolution throughout the duration of the project.

6. Provide COMMUNITY LIASON (CL) to deal directly with affected stakeholders and interested parties throughout the duration of construction. The CL will be available to meet at the site upon request of stakeholders and shall act in the CITY's best interest to resolve any and all issues that arise during the construction process. The CL, in cooperation with the CONTRACTOR, shall notify stakeholders in advance of any work that will occur that may affect their business activities.
7. Develop five (5) individual interim punch lists associated with each construction phase and perform/attend the necessary coordination field meetings/walk-thru inspections to confirm these punch list items are resolved in a timely fashion by the CONTRACTOR.
8. Review, coordinate and approve any partial as-builts and/or the final as-built drawings prepared by the CONTRACTOR upon completion of individual phases of construction.

Note: It is the CONTRACTOR's responsibility to coordinate through the CONSULTANT the scheduling of testing. The CONSULTANT shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans. The CONTRACTOR must obtain regulatory agency approval and forward this information to the CONSULTANT for final certification. All other terms and conditions of the original Work Authorization #23, dated December 17, 2008, remain in full force and effect.

B. Limitations of Authority

CM Team:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT and the CITY.
2. Shall not exceed limitations of CONSULTANT's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent.
4. Shall not advise on: directions or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on: directions or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than

**CONTRACTOR.**

- 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by K&A and the city.

The Estimated Not to Exceed (NTE) Fee for this task shall be .....\$72,240.00 per attached (Exhibit 'B')

**EXHIBIT B  
Cove Shopping Center Parking Lot Improvements  
Construction Management Services  
K&A Project No.: 04065.23**

**Man-hour Estimate**

**Labor:**

**Regular Hours per Week multiplied by Number of Weeks / Phase**

Duty Code	Personnel (Title)	Pre-Con. Phase	Phase 1	Phase 2	On-hold Phase	Phase 3	Phase 4A	Phase 4B	Closeout Phase
1	Admin. Assistant	4x2= 8	2x7= 14	2x6= 12		2x6= 12	2x6= 12	2x3= 6	2x4= 8
60	Project Manager	10x2= 20	10x7= 70	9x6= 54	2x18= 36	9x6= 54	10x6= 60	10x3= 30	8x4= 32
62	Community Liason	3x2= 6	4x7= 28	4x6= 24	1x18= 18	4x6= 24	4x6= 24	4x3= 12	6x4= 24

**Labor Cost Per Phase:**

**Pre-construction and Phase 1**

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	22	\$50.00	\$1,100.00
60	Project Manager	90	\$110.00	\$9,900.00
61	Senior Project Manager	34	\$120.00	\$4,080.00

Pre-construction and Phase 1 Total                      \$15,080.00

## Phase 2

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	12	\$50.00	\$600.00
60	Project Manager	54	\$110.00	\$5,940.00
61	Senior Project Manager	24	\$120.00	\$2,880.00

Phase 2 Total \$9,420.00

## On-hold Phase

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	0	\$50.00	\$0.00
60	Project Manager	36	\$110.00	\$3,960.00
61	Senior Project Manager	18	\$120.00	\$2,160.00

On-hold Phase Total \$6,120.00

## Phase 3

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	12	\$50.00	\$600.00
60	Project Manager	54	\$110.00	\$5,940.00
61	Senior Project Manager	24	\$120.00	\$2,880.00

Phase 3 Total \$9,420.00

**Phase 4A**

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	12	\$50.00	\$600.00
60	Project Manager	60	\$110.00	\$6,600.00
61	Senior Project Manager	24	\$120.00	\$2,880.00

Phase 4A Total                      \$10,080.00

**Phase 4B**

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	6	\$50.00	\$300.00
60	Project Manager	30	\$110.00	\$3,300.00
61	Senior Project Manager	12	\$120.00	\$1,440.00

Phase 4B Total                      \$5,040.00

**Closeout Phase**

Duty Code	Personnel (Title)	Total Hours	Labor Rate	Labor Costs
1	Admin. Assistant	8	\$50.00	\$400.00
60	Project Manager	32	\$110.00	\$3,520.00
61	Senior Project Manager	24	\$120.00	\$2,880.00

Closeout Phase Total                      \$6,800.00

**Expenses:**

**Number of Weeks (Excluding On-hold Phase)**

Duty Code	Personnel (Title)	Total Weeks	Vehicle per Week	Cellular per Week	Total
56	Construction Manager	34	\$155.00	\$25.00	\$6,120.00

Duty Code	Personnel (Title)	Total Weeks	Telephone Hotline per Week	Total
99	N/A	52	\$80.00	\$4,160.00

**COMPENSATION FOR CONSTRUCTION MANAGEMENT SERVICES**

Total Fees (Not to Exceed)	\$97,440.00
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**ACCEPTANCE OF SERVICES AND TERMS**

KEITH and ASSOCIATES, INC		ADDENDUM APPROVED BY CLIENT AUTHORITY:	
SIGNATURE:		SIGNATURE:	
PRINT NAME:	A. Dodie Keith	PRINT NAME:	Keven Klopp
TITLE:	President	TITLE:	Community Redevelopment Agency (CRA) Director
DATE:	September 9, 2010	DATE:	

**REQUESTED ACTION:**

Approve resolution awarding contract for CRA Master Real Estate Planning Services to The Dreyer Group for a lump sum of \$8,000.

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**SUMMARY EXPLANATION/BACKGROUND:**

The CRA Board indicated an interest in taking advantage of current real estate market conditions to advance the CRA Plan goal of strategic real estate acquisition. After receiving and reviewing proposals for Real Estate Consulting Services, the CRA Board directed staff to work with The Dreyer Group to create a scope of services for the creation of a Real Estate Master Plan intended to guide the Board in acquiring property. The plan will evaluate CRA redevelopment priorities, inventory real estate opportunities, and provide a framework for the CRA Board to make real estate acquisition decisions.

This is a budgeted expense.

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**ATTACHMENTS:**

**The Dreyer Group CRA Master Plan Scope of Services  
Resolution**



**THE DREYER GROUP**  
COMMERCIAL REAL ESTATE SPECIALISTS

**CONSULTING SERVICES**  
**PROJECT: CRA MASTER REAL ESTATE PLAN**

The City of Deerfield Beach Community Redevelopment Agency (CRA) (hereinafter "CLIENT") hereby retains Mark Dreyer PA, (hereinafter the "AGENT") under the following terms and conditions:

**Description/Scope of Work.**

Agent shall provide Client a CRA Master Real Estate Plan. The purpose of the Plan will be to:

- 1) Define the role Real Estate plays in achieving the CRA Master Plan Goals and Objectives.
- 2) Establish CRA criteria for identifying properties that have a strategic importance in the implementation of the CRA Master Plan.
- 3) Review properties that are identified as being of interest to the CRA.

**Real Estate Master Plan**  
**Outline**

**Executive Summary**

**CRA Overview**

- Mission
- Redevelopment Area
- Master Plan
- Project Map
- Past Projects
- Future Projects

**Real Estate Strategic Overview**

- Introduction
- CRA Strategic Real Estate Interests
  - Public Projects
  - Vacant Land
  - Vacant Buildings
  - Public Private Partnerships

**Properties of Interest to CRA**

- Properties of Interest Map
- Review of each CRA Property of Interest
  - Property Photos
  - Property Description and Estimated Value Range
  - CRA Strategic Interests in Property

**Deliverables**

**Draft Copy** - Not more than 30 days following approval of this proposal. The Client will be provided with an electronic PDF copy, sent via email, of the Real Estate Master Plan. Review of the Draft Copy shall include up to three meetings with Staff.

**Revised Draft Copy** - Upon initial review of the Draft copy, Agent will review the comments of the Client and revise the R.E.M.P. accordingly within 7 days and resubmit a second Draft Copy for review and approval by Client. Review of the Revised Draft Copy shall include one meeting with the Board.

**Final Report** - Not more than 3 business days following acceptance of the Revised Draft Copy. The client will be provided with Five (5) color copies of the Real Estate Master Plan. Presentation of the Final Report shall include one meeting with the Board.

**Fee for Services/Terms of Payment.**

The CLIENT herein agrees to pay the AGENT a Fee of Eight Thousand Dollars (\$8,000.00) for the Work described herein. An initial retainer of Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid prior to commencement of the Work, and the remaining balance shall be due not more than 30-day from the date the Final Report is delivered.

It is herein understood and agreed to that any sums due to the AGENT by the CLIENT which are not paid within thirty (30) days of the original invoice date shall automatically incur an interest charge at the highest rate allowed by Florida law, and that any interest charges will be added to the principal in computing the CLIENT'S "Balance Due".

**Confidentiality by Agent.** The Agent agrees that any information provided to it by Client that is generally designated as information of a confidential nature (including without limitation personal and/or company financial statements and income tax returns) shall be kept strictly confidential and shall not be photo copied and retained, distributed to any third party(ies), or the contents verbally revealed to anyone outside of the Agent's administrative personnel without the Client's express written authorization.

CLIENT: City of Deerfield Beach CRA

ADDRESS 150 NE 2 Ave. Deerfield Beach, Florida 33441

TEL: 954 224 8438 /FAX: 954 480 4268

EMAIL: [web.commission@deerfield-beach.com](mailto:web.commission@deerfield-beach.com)

BY: \_\_\_\_\_  
Duly Authorized Date

TITLE: \_\_\_\_\_



Mark Dreyer PA  
AGENT:

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA,  
AWARDING THE CONTRACT FOR REAL ESTATE MASTER  
PLAN SERVICES TO THE DREYER GROUP FOR AN AMOUNT  
NOT TO EXCEED \$8,000**

**WHEREAS**, the CRA wishes to acquire real estate to fulfill redevelopment goals and objectives contained in the CRA Plan,

**WHEREAS**, the CRA lacks professional real estate acquisition and transaction experience;

**WHEREAS**, the CRA requested proposals for the provision of professional real estate services; and

**WHEREAS**, the CRA Board selected The Dreyer Group to provide these services;

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

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The CRA hereby awards the contract to provide professional real estate consulting services to The Dreyer Group for an amount not to exceed \$8,000.

**Section 3.** The CRA hereby directs staff to negotiate a contract with The Dreyer Group and commence work immediately.

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

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

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

**REQUESTED ACTION:**

Approve resolution awarding contract for ongoing Real Estate Consulting Services to The Dreyer Group.

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**SUMMARY EXPLANATION/BACKGROUND:**

As the CRA Board begins to implement the real estate acquisition strategy it will require ongoing professional real estate expertise and services to pursue and consummate real estate transactions. The proposed consulting services scope will provide the CRA with professional real estate agency in future real estate transactions on an hourly basis with a \$700 minimum monthly fee for which the CRA will receive a report regarding real estate activities and trends within the Redevelopment Area .

This is a budgeted expense.

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**ATTACHMENTS:**

**The Dreyer Group Real Estate Consulting Contract Scope of Services Resolution**



**THE DREYER GROUP**  
COMMERCIAL REAL ESTATE SPECIALISTS

**CONSULTING SERVICES CONTRACT**

The City of Deerfield Beach Community Redevelopment Agency (CRA) (hereinafter "CLIENT") hereby retains Mark Dreyer PA, (hereinafter the "AGENT") under the following terms and conditions:

**Description/Scope of Work.**

- Assist the CRA in the purchase/lease/sale of residential and/or commercial properties within the community Redevelopment Agency in Deerfield Beach.
- Assist the CRA in determining the value of properties in which the CRA has an interest, including the determination of the need for and/or performance of formal appraisals
- Negotiate the purchase / sale/lease of property as assigned to the AGENT by the CRA
- Obtain executed purchase agreements in accordance with the form and content approved by the CRA
- Advise the CRA and its staff in matters regarding the purchase, offer, claims, counteroffers, discussions and issues pertaining to the purchase / sale / lease of the assigned property(ies)
- Coordinate closing schedules on purchases or sales by the CRA, at the request of the CRA
- Attend closing as required, ensuring that the CRA receives a copy of all closing documents expeditiously.
- Attend meetings and/ or public hearing with the CRA staff, their agents, City of Deerfield Beach officials, property owners, and other parties involved in the project, at either the request of the CRA or as part of the responder's work effort.
- Assist the CRA with efforts of obtaining plans, right of ways maps, title searches, title commitments, owner's title policies, appraisals, and surveys for an acquisition.
- Provide other real property services requested by the CRA to plan, implement, negotiate, purchase, sell, lease and acquire the property assigned to AGENT by the CRA
- Assist the CRA acquiring properties through tax sales, foreclosure sales, bankruptcy sales, and other judicial processes as necessary.
- Maintain professional courtesy in all contacts with property owners
- Provide the CRA with the original and / or a copy of all documents produced by the AGENT as a result of the work assigned, if requested.
- Monthly Report, including sales activity, listing activity, tenant vacancy rates, average monthly lease rates, trend lines, and average days on the market all pertaining to real estate within the CRA as well as real estate news of interest to the CRA.

In the event the work described above requires the AGENT to engage the services of other professionals such as (but not limited to) architects, engineers, surveyors, real estate broker etc., the AGENT is hereby authorized to solicit on behalf of the CLIENT bids and/or quotations for services to be rendered, but the AGENT herein agrees that it will not contract with any individual or company for services or materials on behalf of the CLIENT without the prior express written consent of the CLIENT. In its duties the AGENT will be the representative of the CLIENT in any discussions, meetings, etc., with any party or parties engaged either directly by the CLIENT or by the AGENT on behalf of the CLIENT pertaining to the work described in this paragraph.

**Fee for Services/Terms of Payment.** The CLIENT herein agrees to pay the AGENT within ten (10) days of the date of invoice the sum total of the amount billed for the services rendered by the AGENT for the work described above (Scope of Work), which services will be charged and billed by the AGENT at the hourly rate of One hundred and seventy five Dollars (\$ 175.00) for time actually incurred (excluding travel time) in behalf of the CLIENT. The CLIENT further agrees to reimburse the AGENT over and above the AGENT'S per hour charges for any direct expenses incurred by the AGENT on behalf of the CLIENT, said expenses not to exceed the amount of one hundred and fifty Dollars (\$150.00) without the prior express written consent of the CLIENT. It is herein understood and agreed to that any sums due to the AGENT by the CLIENT which are not paid within thirty (30) days of the original invoice date shall automatically incur an interest charge at the highest rate allowed by Florida law, and that any interest charges will be added to the principal in computing the CLIENT'S "Balance Due". Client will pay a minimum of \$700 per month for receipt of monthly report as described in the scope of work.

**Confidentiality by Agent.** The Agent agrees that any information provided to it by Client that is generally designated as information of a confidential nature (including without limitation personal and/or company financial statements and income tax returns) shall be kept strictly confidential and shall not be photo copied and retained, distributed to any third party(ies), or the contents verbally revealed to anyone outside of the Agent's administrative personnel without the Client's express written authorization.

**Term.** The initial contract period shall be for two (2) years commencing upon date of award by the CRA. In Addition, the contract may be renewed for two additional (1) year periods, under the same terms and conditions by mutual written agreement by the parties.

CLIENT: City of Deerfield Beach CRA

ADDRESS 150 NE 2 Ave. Deerfield Beach, Florida 33441

TEL: 954 224 8438 /FAX: 954 480 4268

EMAIL: [web.commission@deerfield-beach.com](mailto:web.commission@deerfield-beach.com)

BY: \_\_\_\_\_  
Duly Authorized Date

TITLE: \_\_\_\_\_

  
\_\_\_\_\_

Mark Dreyer PA  
AGENT:

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AWARDED THE CONTRACT FOR ONGOING REAL ESTATE CONSULTING SERVICES TO THE DREYER GROUP ACCORDING TO THE COMPENSATION SCHEDULE CONTAINED IN THE SCOPE OF SERVICES.**

**WHEREAS**, the CRA wishes to acquire real estate to fulfill redevelopment goals and objectives contained in the CRA Plan,

**WHEREAS**, the CRA lacks professional real estate acquisition and transaction experience;

**WHEREAS**, the CRA requested proposals for the provision of professional real estate services; and

**WHEREAS**, the CRA Board selected The Dreyer Group as the most qualified to provide these services;

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

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The CRA hereby awards the contract to provide ongoing professional real estate consulting services to The Dreyer Group.

**Section 3.** The CRA hereby directs staff to negotiate a contract with The Dreyer Group and commence work immediately.

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

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

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