



Deerfield Beach Community Redevelopment Agency

AGENDA

Tuesday, April 12, 2011, 6:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES*

March 21, 2011

APPROVAL OF THE AGENDA*

GENERAL ITEMS

1. Approve Dunkelberger Environmental Testing proposal for Construction Materials Testing Services for remaining phases of the Cove Shopping Center Reconstruction Project*
2. Approve proposal to construct Cove Shopping Center Parking Lot Improvement Project Phase 3 sidewalks as part of Phase 2*
3. Approve a Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, approving Chen Moore and Associates' proposal for the creation of the Main Beach Parking Area Improvements Plan for a lump sum of \$43,980.00*
4. Approve a Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, approving West Construction Inc.'s proposal for Water Main Replacement in the Cove Shopping Center Parking Lot in an amount not to exceed \$98,251.83*
5. Update on CRA Plan Amendment
6. Update on Pier Reconstruction Project

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURN

* Indicates an Action Item

(Next Meeting: Tuesday, May 10, 2011, 6:30 PM unless otherwise determined)

REQUESTED ACTION:

Approve proposal from Dunkelberger Engineering and Testing, Inc. to provide environmental testing services for the remaining phases of the Cove Shopping Center Reconstruction Project for an amount not to exceed \$13,735.

SUMMARY EXPLANATION/BACKGROUND:

Environmental testing services are required for the remaining phases of the Cove Shopping Center Reconstruction project. These services generally include density testing of subgrade materials, concrete and backfilling around utilities. Testing services will be performed at the request of the job superintendent (West Construction) and under the direction of the Project Manager (Keith and Associates) on an as-needed basis.

In Phase 1, Dunkelberger Engineering and Testing performed similar work as a sub-consultant to Keith and Associates. The firm is a qualified consultant under the City's current CCNA contract. Staff recommends contracting with the Dunkelberger Engineering and Testing directly to more accurately monitor project costs.

Funding for this work is a budgeted expense in account 190-8000-545.63-01 (Cove Parking Lot).

ATTACHMENTS:

Dunkelberger Engineering and Testing, Inc. Proposal

City of Deerfield Beach
Deerfield Beach CRA
150 NE 2nd Avenue
Deerfield Beach, FL 33441

April 6, 2011
Project No. FTL-10-0660 (BG 40.2)

Attention: Ms. Kris Mory

Subject: ***Construction Materials Testing Services***
The Cove Shopping Center Parking Lot Improvements - Phases 2 to 4B
Deerfield Beach, Florida

Ladies and Gentlemen:

Dunkelberger Engineering & Testing, Inc. (Dunkelberger) is pleased to provide this proposal for the ***Construction Materials Testing Services*** for Phases 2 to 4B of the Cove Shopping Center Parking Lot Improvements project located at the southeast corner of the intersection of Hillsboro Boulevard and SE 15th Avenue in Deerfield Beach, Florida. The scope of work described in this proposal is based on our review of the project construction plans prepared by Keith & Associates, Inc. and our experience with similar projects in the area.

We understand that the project will consist of the improvement of an existing parking lot which involves the installation of storm water drainage, irrigation and electrical utilities as well as concrete curbing, block paving and sidewalks. The project will also include the partial reconstruction (existing stabilized subgrade is to remain) of the pavement components in some portions of the parking areas and milling and resurfacing of others.

We will provide construction materials testing services for this project that will entail the following:

- Limerock Bearing Ratio (LBR) tests will be performed on the stabilized subgrade, base course material and the asphalt concrete and base course composite that is prepared on site by mixing the removed asphalt concrete pavement and existing base course.
- Laboratory moisture-density relationship tests and sieve analyses will be conducted on the materials used for utility backfill.
- In-place density tests will be performed during backfilling of the catch basins for each 12-inch lift of backfill placed from the bottom of the structure up to an elevation corresponding to the stabilized subgrade layer.
- In-place density testing will be conducted during backfilling of drainage, irrigation and electrical utility lines. Density tests will be performed at a frequency of one test location for each 300 lineal feet (or fraction thereof) of trench for each 12-inches of backfill placed. No in-place density tests will be performed for irrigation and electrical utility lines within the parking islands.

- In-place density tests will be completed on the pavement components including curb pad subgrade, stabilized subgrade, base course and asphalt/base composite.
- In-place density testing will be performed on sidewalk and paver subgrades.
- If needed, concrete quality assurance testing will be carried out during the construction of sidewalks, curbs and headers. This includes fresh concrete sampling, slump testing, molding, transporting, curing and laboratory testing to determine the unconfined compressive strength of the structural concrete used.
- All field and laboratory test results will be submitted in a timely manner.

Our construction materials testing services will be provided on an as-needed basis as dictated by the pace and methods of construction. For scheduling purposes, we request that at least 24 hours notice be given prior to the time the field services are needed.

Attachment A of this proposal contains our *2011 Unit Fee Schedule* applicable to the anticipated services. Based on the described scope of work and testing frequencies, we have extended our *Estimated Scope and Budget* (Attachments B) for the required services in the amount of **\$13,735.00**. Please note that if the composition of the materials (i.e. base course, sidewalk/paver subgrade, composite base) do not change, laboratory test results obtained during the Phase 1 construction will be utilized for control of relative compaction. Other terms and conditions related to the engagement of our services are discussed in the General Conditions, Attachment C, and are hereby incorporated into and made part of this agreement. The actual fees will be determined on a quantity basis in accordance with the rates within our budget and will not be exceeded without due cause and your prior authorization.

Invoices are due and payable upon receipt. Invoices not paid within 30 days of their date will be assessed a finance charge of one and one-half (1-½) percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in Dunkelberger stopping work until such invoices are paid in full. Invoices not paid within 90 days of their date will be referred for collection. The client will be responsible for all expenses incurred by Dunkelberger in the collection of any unpaid invoice, including the actual attorney fees and costs charged by our legal counsel.

_____oOo_____

Deerfield Beach CRA
Project No. FTL-10-0660 (BG 40.2)
April 6, 2011

Dunkelberger appreciates the opportunity to submit this proposal and looks forward to rendering the services described herein for this project. To acknowledge acceptance of the terms and conditions of this agreement, kindly sign the provided acceptance copy and return it, intact, to our Fort Lauderdale office.

Should you have any questions concerning the contents, please feel free to contact me.

Very truly yours,
DUNKELBERGER ENGINEERING & TESTING, INC.


Juan Ramirez, E.I.
Staff Engineer

Thomas J. Tepper, P.E.
Principal Engineer
FL. Registration No. 27451

- Attachments: A – Unit Fee Schedule
B – Estimated Scope of Work and Budget
C – General Conditions
D – Project Data Sheet

Accepted this _____ day of _____ 2011

Company

Signature

Name and Title

ATTACHMENT A
DUNKELBERGER ENGINEERING & TESTING, INC.
Construction Services – Unit Fee Schedule
2011

Concrete Testing Services

Additional Cylinders	\$ 15.00/each
Air Content	\$ 15.00/test
Unit Weight	\$ 25.00/test
Mortar Cubes (3)	\$ 75.00/set
Grout Prisms	\$ 75.00/set
Masonry Block Absorption & Strength (sets of 3).....	\$ 375.00/set
Masonry Block Prism Strength Test (sets of 3)	\$ 375.00/set
Compressive Strength Testing of Cylinders.....	\$ 15.00/each

Soil Testing Services

Density Testing (minimum 3 per trip).....	\$ 20.00/test
Laboratory Proctor.....	\$ 100.00/test
Limerock Bearing Ratio (LBR).....	\$ 300.00/test
Florida Bearing Value (FBV).....	\$ 30.00/test
Sieve Analysis	\$ 60.00/test
Organic Content.....	\$ 25.00/test
Carbonate Content	\$ 75.00/test

Engineering and Support Staff

Principal Engineer	\$ 175.00/hour
Senior Engineer	\$ 140.00/hour
Senior Project Manager	\$ 120.00/hour
Project Engineer	\$ 95.00/hour
Project Scientist.....	\$ 85.00/hour
Staff Engineer.....	\$ 85.00/hour
Project Manager	\$ 80.00/hour
Staff Scientist	\$ 75.00/hour
Senior Engineering Technician	\$ 65.00/hour
Drafter/CADD Technician	\$ 52.00/hour
Engineering Technician.....	\$ 47.00/hour
Word Processing.....	\$ 45.00/hour

Notes:

1. Sample pickup time for laboratory tests will be billed at \$47.00 per hour unless performed in conjunction with other field testing (In-place density tests or concrete tests) services.
2. Engineering technician time spent on concrete testing services will be billed at \$47.00 per hour for on-site standby time in excess of 1 hour per set, cylinder set pickup performed not in conjunction with other field testing services, and cancellation without notice.
3. Hourly rates are portal to portal.
4. A minimum of 0.5 hours of engineering time will be charged per soils report.
5. An overtime factor of 1.5 will be applied to the attached rates for work performed on weekends, holidays, and outside the regular work week (7:30 a.m. to 5:00 p.m. Monday through Friday).

**ATTACHMENT B
ESTIMATED SCOPE OF WORK AND BUDGET
Construction Materials Testing Services**

The Cove Shopping Center Parking Lot Improvements - Phase 2 to 4B
Deerfield Beach, Florida
Deerfield Beach CRA
FTL-10-0660 (BG 40.2)
April 6, 2011

Dunkelberger Engineering & Testing, Inc.
5371 Northwest 33rd Avenue, Suite 204
Fort Lauderdale, Florida 33309-3654
(954) 730-9114 FAX (954) 730-9115

Project Name:
Client:
Dunkelberger Project No.:
Date:

Contact: Juan Ramirez, E.I.

	Contract Amount		Previously Completed		Completed This Invoice		Completed to Date		Remaining on Contract		
	Qty	Unit Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount		
Construction Testing Services											
Itemized Services											
I. Field Inspection & Testing											
A. Field Density Tests											
- Drainage Utility Backfill	100	test	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	100	\$2,000.00
- Composite Base Material	60	test	\$1,200.00	0	\$0.00	0	\$0.00	0	\$0.00	60	\$1,200.00
- Curbs and Sidewalks	65	test	\$1,300.00	0	\$0.00	0	\$0.00	0	\$0.00	65	\$1,300.00
- Pavers (subgrade and base)	70	test	\$1,400.00	0	\$0.00	0	\$0.00	0	\$0.00	70	\$1,400.00
- Irrigation and Electrical Trench Backfill	80	test	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$1,600.00
B. Concrete Testing											
- Engineering Technician (if needed)	45	hour	\$2,115.00		\$0.00	0	\$0.00	0	\$0.00	45	\$2,115.00
Subtotal			\$9,615.00		\$0.00		\$0.00		\$0.00		\$9,615.00
II. Laboratory Testing											
- Moisture Density Test (T-180 or T-99) - see note	2	test	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$200.00
- Limerock Bearing Ratio (LBR) - see note	2	test	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$600.00
- Compressive Strength of Concrete (if needed)	100	cylinder	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	100	\$1,500.00
Subtotal			\$2,300.00		\$0.00		\$0.00		\$0.00		\$2,300.00
III. Engineering & Reporting											
- Project Engineer	13	hour	\$1,235.00	0	\$0.00	0	\$0.00	0	\$0.00	13	\$1,235.00
- Word Processing	13	hour	\$585.00	0	\$0.00	0	\$0.00	0	\$0.00	13	\$585.00
Subtotal			\$1,820.00		\$0.00		\$0.00		\$0.00		\$1,820.00
TOTAL ESTIMATED FEE			\$13,735.00		\$0.00		\$0.00		\$0.00		\$13,735.00

Note: For control of relative compaction, if composition of the materials (i.e. base course, sidewalk/paver subgrade, composite base) do not change, laboratory test results obtained during the Phase 1 construction will be utilized.

GENERAL CONDITIONS**"Dunkelberger Engineering & Testing, Inc. (DUNKELBERGER) and Client Agreement"**

1. **Payment Terms:** Invoices are due and payable upon receipt. Invoices not paid within 30 days of date rendered will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in DUNKELBERGER stopping work until such invoices rendered are paid in full. Invoices not paid within 90 days of the date rendered will be referred for collection. Client will be responsible for all expenses incurred by DUNKELBERGER in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by our legal counsel.
2. **Insurance:** DUNKELBERGER maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable State law. In addition, DUNKELBERGER maintains Professional Liability Insurance with Limits of \$4,000,000 each claim, \$4,000,000 aggregate; General Liability Insurance with Limits of \$1,000,000 each occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with a Limit of \$1,000,000 each occurrence and Commercial Umbrella Excess Liability Insurance with Limits of \$3,000,000 each occurrence, \$3,000,000 aggregate. A certificate of insurance can be supplied evidencing such coverage, upon request.
3. **Access to Site:** Client will arrange and provide such access to the site as is necessary for DUNKELBERGER to perform the work. DUNKELBERGER shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, DUNKELBERGER has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires DUNKELBERGER to restore the site to its former condition, upon written request DUNKELBERGER will perform such additional work as is necessary to do so and Client agrees to pay to DUNKELBERGER the cost thereof.
4. **Damage to existing man-made objects:** Unless DUNKELBERGER has assumed in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save DUNKELBERGER harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to DUNKELBERGER's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to DUNKELBERGER by Client.
- 5a. **Warranty:** DUNKELBERGER's services will be performed, its findings obtained, and its reports prepared in accordance with its proposal, Client's acceptance thereof, these General Conditions, and with generally accepted principles and practices. In performing its professional services, DUNKELBERGER will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either expressed or implied.
- 5b. **Risk Allocation:** Should DUNKELBERGER or any of its professional employees be found to have been negligent in the performing of professional services or work or to have made and breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon DUNKELBERGER's services or work agree that the maximum aggregate amount of the liability of DUNKELBERGER, its officers, employees, and agents shall be limited to \$50,000 or the total amount of the fee paid to DUNKELBERGER for its work performed with respect to the project, whichever amount is greater. Client expressly agrees that it has received consideration for this agreement to limit liability in the form of a lower contract price.

Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of DUNKELBERGER's liability to \$500,000 or the amount of DUNKELBERGER's fee, whichever is the greater, by agreeing to pay DUNKELBERGER a sum equivalent to an additional amount of 5% of the total fee, or \$400, whichever is greater. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved.
6. **Indemnity:** Subject to the above limitations, DUNKELBERGER agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of DUNKELBERGER's negligence to the extent of DUNKELBERGER's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client shall bring any suit or claim against DUNKELBERGER, the Client shall pay to DUNKELBERGER the costs and expenses incurred by DUNKELBERGER to answer and defend it, including reasonable attorneys' fees and court costs, to the extent that DUNKELBERGER shall prevail in such suit.
7. **Governing Law:** This agreement shall be governed in all respects by the laws of the State of Florida.

Project Data Sheet

DATE: _____

CLIENT'S PROJECT NAME: _____

SEND REPORTS TO:

____ Client at Proposal Address

Number of Copies: ____

And/or

Number of Copies: ____

Number of Copies: ____

SEND INVOICE TO:

____ CLIENT AT PROPOSAL ADDRESS

Or

CLIENT REFERENCE/P.O. NO. (If Applicable) _____

REQUESTED ACTION:

Approve proposal to construct Cove Shopping Center Parking Lot Improvement project Phase 3 sidewalks as part of Phase 2.

SUMMARY EXPLANATION/BACKGROUND:

Following the completion of Phase 1 of the Cove Shopping Center Parking Lot Reconstruction project, several property and business owners suggested to CRA staff that after observing the speed at which Phase 1 construction was completed, they wanted staff to look into ways to further expedite the project. One specific suggestion made repeatedly has been constructing the entire sidewalk along the south side of the plaza (currently broken into Phase 2 and Phase 3) at one time.

CRA staff explored the feasibility of this proposal with West Construction. It is feasible and will contribute to a more rapid completion and a more seamless construction method. By constructing Phase 2 and 3 sidewalks in one continuous east to west progression, the project will avoid an elevation difference between the two phases, an additional mobilization of subcontractors and an overall better installation.

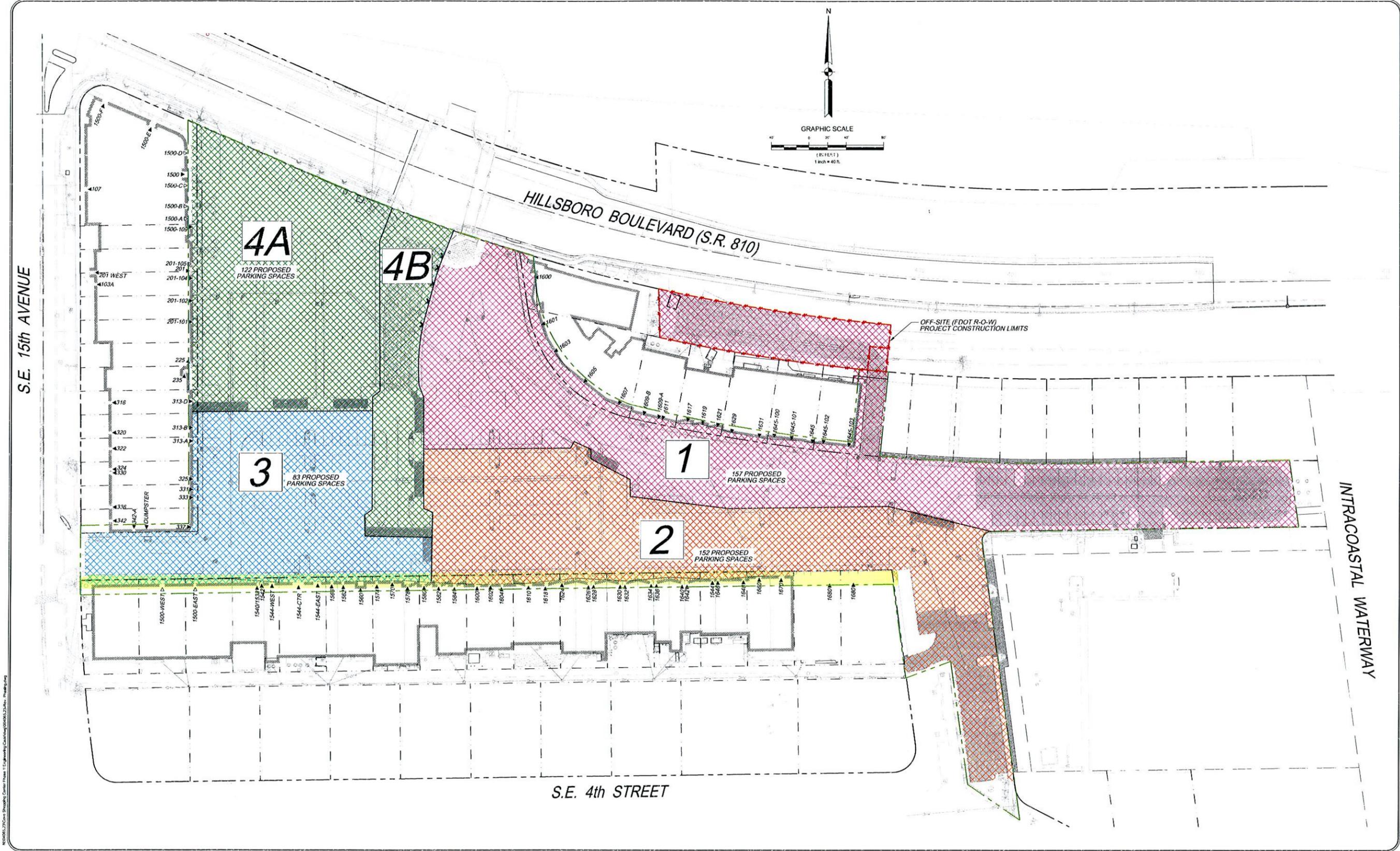
West Construction estimates that the entire run of sidewalk will take three weeks to complete with individual businesses experiencing construction in directly in front of their store front for no more than three days. Sidewalks will be the first area under construction when the project resumes on May 1, 2011. CRA staff have discussed the proposal with effected Phase 3 property owners and have their consensus on this proposal.

This proposal will have no impact on the amount of parking spaces that are out of service at any one time.

There is no budget impact of this action.

ATTACHMENTS:

Map of revised Phase 2 and 3 combined sidewalk installation area

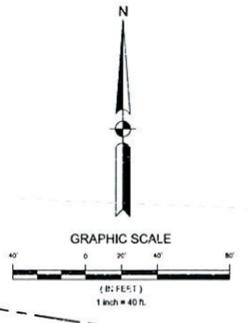


S.E. 15th AVENUE

HILLSBORO BOULEVARD (S.R. 810)

INTRACOASTAL WATERWAY

S.E. 4th STREET



DATE:	FEBRUARY 2009
SCALE:	1"=50'
DRAWN BY:	M.C.
DESIGN BY:	M.C.
CHECKED BY:	B.M.

DATE	REVISION
DEC. 4, 2008	CITY / PERMIT AGENCY COMMENTS
JUN. 28, 2010	CONSTRUCTION PHASING

ROBERT MASWENEY, P.E.
 FLORIDA REG. NO. 47568
 (FOR THE FIRM)

KEITH
 consulting engineers
 301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 786-3400 FAX (954) 786-3500
 STATE OF FLORIDA CERTIFICATE OF
 AUTHORIZATION NUMBER - 7928

**THE COVE SHOPPING CENTER
 PHASE I - PARKING LOT IMPROVEMENTS
 EXPEDITED - CONSTRUCTION PHASING PLAN**
 CITY OF DEERFIELD BEACH
 BROWARD COUNTY, FLORIDA

SHEET NO. **C-16**
 PROJECT NO. **04065.23**

REQUESTED ACTION:

Pass Resolution to approve scope of services from Chen Moore Associates to create a Main Beach Parking Area Improvements Plan for a lump sum of \$43,980.

SUMMARY EXPLANATION/BACKGROUND:

At the March 21, 2011 CRA Board meeting, the Board directed CRA staff to transfer funds into the Other Contractual Services line item for a preliminary consultant study of various issues in the Main Beach Parking Area. Staff transferred the necessary funds and began to work with Chen Moore to identify areas in need of improvement.

The proposed study area includes the City's parking lots and rights of way in the vicinity of Hillsboro Boulevard, SE 1st Street, SE 2nd Street, A1-A and Ocean Way. The preliminary study will serve as the basis for enhancements to the area to improve traffic circulation to and from the Main Beach Parking Lot, traffic circulation within the parking lots, drainage, solid waste management, emergency services access, landscaping, and lighting. Objectives will also include maximizing available parking areas and installing a new pay and display payment system.

The investigative portion of the project will develop a topographical survey, secure geotechnical data and perform traffic counts. The initial data gathering will provide staff with valuable information to evaluate and formulate proposed parking lot enhancements. The conceptual plan will be vetted with City stakeholders, City development review staff and outside regulators. The attached Chen Moore Associates proposal details all aspects of the study. If approved, the study will commence immediately and take 90 days for completion.

The study will be completed for an amount not to exceed \$43,980. Funds are available in account 190-8000-552-32-99 (Other Contractual Services).

ATTACHMENTS:

Chen Moore Associates Proposal
Resolution



500 W. Cypress Creek Rd., #410
Fort Lauderdale, FL 33309
Phone: (954) 730-0707
Fax: (954) 730-2030
www.chenmoore.com

March 31, 2011

SENT VIA E-MAIL & U.S. MAIL
[INSERT E-MAIL]

City of Deerfield Beach CRA
Attention: Keven Klopp, CRA Director
150 NE 2nd Avenue
Deerfield Beach, FL 33441

**Subject: Proposal for Main Beach Parking Area Improvements Plan
CMA Proposal No. O11.135**

Dear Mr. Klopp:

Chen Moore and Associates (CMA) is pleased for the opportunity to submit the attached proposal for Professional Services and Scope of Services to assist you in accomplishing your goals on the Main Beach Parking Conceptual Plan Project. Please find the following as proposed from Chen Moore and Associates (CONSULTANT) and the City of Deerfield Beach CRA (CRA). All services set forth herein shall be rendered subject to the construction services agreement between the parties dated April 6, 2010 via Resolution 2010/066. The terms of said agreement shall apply to this work authorization and are incorporated herein by reference.

SCOPE OF SERVICES

The CONSULTANT is to provide professional services associated with the preliminary investigation and engineering for a conceptual plan for the Main Beach Parking Lot. The Main Beach Parking Lot consists of 3 separate parking lots. The 3 parking lots include the lots both north and south of SE 1st Street and the lot south of Hillsboro Boulevard between A1A and Ocean Way. The purpose of this project will be to prepare a conceptual plan that will achieve the following: provide additional parking, improve the traffic flow through these parking areas, improve the aesthetics, coordinate amenities with existing features along the beach, address drainage needs, install new compliant lighting, and increase efficiency and accessibility. The conceptual plan will include the preparation of a survey, geotechnical investigation, a traffic study, electrical assessment, preliminary landscape review and assessment of existing facilities and requirements for improvements. The conceptual plan is Phase 1 of the Main Beach Parking Lot Project which is intended to layout the plan and efforts required for Phase 2 which will be the design and construction of the improvements.

Task 1: Geotechnical Engineering

CONSULTANT shall retain a qualified and competent geotechnical engineer to perform 4 open hole exfiltration tests in accordance with South Florida Water Management District specifications to determine the hydraulic conductivity of the soils.

Task 2: Topographic Survey

CONSULTANT shall retain a qualified and competent registered land surveyor to perform topographic surveying services for the project area. Survey shall establish control traverse points and bench marks

to support the topographic survey, and to be utilized on the design plans. The elevations will be based on National Geodetic Vertical Datum of 1929 and will be tied to Florida State Plane Coordinates System, East Zone, North American Datum of 83/90. The survey will extend to the center line of East Hillsboro Blvd., Southeast 2nd Street and South Ocean Way with the western boundary at the western property line of the existing main beach parking lot (149 S. Ocean Way) and shall indicate elevations at locations, no more than 50 feet apart, and at high and low spots. Plans shall locate aboveground features within the survey limits according to the following schedule: pavement, driveways, paved swales, sidewalks, walls, fences, power and light poles, anchors, handrails, storm manholes, catch basins, wire pull boxes, signs, cabinets, risers, curbs, valve boxes, sanitary sewer manholes, vaults and valves, driveway types, edges and corners, slabs, trees, meter boxes, control panels, fire hydrants, valves, and overhead utilities.

Task 3: Traffic Circulation Study

CONSULTANT will retain a qualified and competent Traffic Engineering subconsultant in order to evaluate the potential impacts on traffic circulation. The study will include the review of the A1A "S" Curve PD&E Study recently completed and City Engineering atlases, as necessary to efficiently assess the traffic circulation and propose improvements.

Task 4: Electrical Power Loads and Accessibility

CONSULTANT will retain a qualified and competent Electrical Engineering subconsultant to perform a preliminary investigation of the electrical power loads and accessibility. A photometric study shall be prepared for the proposed lighting system and parking meter options will be evaluated and presented to the City for approval.

Task 5: Preliminary Engineering Design

- 5.1 Preliminary Layouts - CONSULTANT shall prepare the parking layout and various aesthetic design options for the pedestrian access points to be presented for the CRA to review. The theme and appearance shall be consistent with the area's existing architecture and shall include landscaping features (per Task 6) and amenities. CONSULTANT will also review existing utility atlas in order to coordinate the conditions of existing facilities with the proposed improvements.
- 5.2 Drainage Assessment - CONSULTANT shall review the results of Tasks 1 and 2 with respect to the existing water quality and water quantity criteria with respect to storage and runoff. This will be used for comparison purposes to the proposed layout to determine the extent of drainage improvements that will need to be developed in the final engineering phase.
- 5.3 Preliminary Cost Estimate - CONSULTANT shall prepare preliminary cost estimates for use by City in determining scope and included features for construction drawings.
- 5.4 DRC Review - CONSULTANT shall coordinate with the DRC to determine submittal process. CONSULTANT shall incorporate all DRC requirements in preliminary layout and plan as would be needed to procure approvals from the Development Review Committee in Final Design Phase. CONSULTANT shall request any checks required for review/applications fees from the CITY.
- 5.5 Meetings – CONSULTANT shall meet with CRA during the preliminary design phase on three



&ASSOCIATES
Civil and Environmental Engineers

500 W. Cypress Creek Rd., #410
Fort Lauderdale, FL 33309
Phone: (954) 730-0707
Fax: (954) 730-2030
www.chenmoore.com

(3) separate occasions; the first meeting will be the project kickoff meeting with the CRA, Parks, Parking, Public Works, Fire and Environmental Services (as well as any other department the City feels may be pertinent) and the subsequent (1) meeting will be at approximately 60% completion in order to receive comments prior to final submittal.

- CONSULTANT shall attend a Pre-DRC meeting in order to ensure the DRC package submittal is correct.
- Consultant shall present the findings of the Conceptual Plan to the CRA Board for approval.

Task 6: Preliminary Landscape and Hardscape Improvements Layout

CONSULTANT shall prepare a conceptual planting plan meeting the minimum requirements for the City of Deerfield Beach while taking into consideration the special environment of the study area. The documents shall include plant locations, species, and quantities, notes on proposed irrigation methods, and will be reviewed with the City of Deerfield Beach. Preparation of an opinion of probable cost is included. CONSULTANT shall also provide options for hardscape improvements to the Ocean Way (eastern) side of the Main Beach Parking Lot.

Task 7: Reimbursable and Deliverables

CONSULTANT shall provide (4) copies of the conceptual plan report and a final 22"x34" print out sheet of the preliminary layout as consistent with all the work incorporated in the tasks listed above for the conceptual design phase of this project. All printing costs shall be reimbursed.

PROJECT UNDERSTANDING

The following documents will be provided by the CITY

- a. City Utility Atlases
- b. Parking Meter and Lighting Specifications

The following assumptions are included with execution of this scope:

- a. The parking service area will not expand beyond the 3 lots previously described.
- b. While taken into consideration for planning purposes, no work to the existing beach rescue/fire station building facilities will be included at this time.
- c. The parking lots will need to be redesigned in compliance with ADA accessibility.
- d. This project is located west of the CCCL and will not require the State permitting associated with developments within the coastal boundaries.
- e. SE 1st Street will be closed to normal traffic but not abandoned.

FEE AND PAYMENT

The fee for the above scope of service would be billed at a lump sum of **\$43,980.00**. This includes a budget of \$400.00 for print and document reproductions, which will be billed at cost. The CRA will be billed monthly for the estimated percentage of completion. Please refer to Appendix A for a breakdown of the below fee summary chart.



&ASSOCIATES
Civil and Environmental Engineers

500 W. Cypress Creek Rd., #410
Fort Lauderdale, FL 33309
Phone: (954) 730-0707
Fax: (954) 730-2030
www.chenmoore.com

TIMEFRAME FOR DELIVERABLES

The survey shall be completed within 45 days of NTP, after which the first submittal of the conceptual report will be prepared and submitted within 90 days of NTP. The final conceptual plan and print will be submitted to the City within 20 days of receipt of comments from the CRA.

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707, extension 104 or send me an electronic message at pmoore@chenmoore.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "P. Moore", with a long horizontal flourish extending to the right.

CHEN MOORE AND ASSOCIATES
Peter M. Moore, P.E.
President

Attachment: Appendix A – Fee Worksheet

CHEN MOORE ASSOCIATES

**City of Deerfield Beach CRA
Main Beach Parking Conceptual Plan Proposal
Fee Worksheet**

Date: 3/30/2011

	Sub-Consultant	Clerical \$ 60.00	Inspector \$ 88.00	Senior Inspector \$ 125.00	Technician \$ 75.00	Engineer \$ 85.00	Project Engineer \$ 100.00	Senior Engineer/Prof. \$ 155.00	Project Manager \$ 155.00	Principal \$ 210.00
Phase 1: Preliminary Engineering	\$ 1,650.00									\$ 1,650.00
Task 1: Geotechnical Engineering	\$ 10,000.00									\$ 10,000.00
Task 2: Topographic Surveys	\$ 7,500.00									\$ 7,500.00
Task 3: Traffic Circulation Study	\$ 4,250.00									\$ 4,250.00
Task 4: Electrical Power Loads and Accessibility Study					20		40		16	\$ 16,700.00
Task 5: Preliminary Engineering Design					16		12		2	\$ 3,480.00
Task 6: Preliminary Landscape Layout										
Task 7: Reimbursable	\$ 400.00									\$ 400.00
Total Fees										\$ 43,980.00

Task Totals:
Phase 1: Preliminary Engineering \$ 43,580.00
Task 7: Reimbursable \$ 400.00
Total Fees \$ 43,980.00

RESOLUTION NO. 2011/ _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CHEN MOORE AND ASSOCIATES' PROPOSAL FOR THE CREATION OF THE MAIN BEACH PARKING AREA IMPROVEMENTS PLAN FOR A LUMP SUM OF \$43,980.00.

WHEREAS, the CRA Board wishes to improve the Main Beach Parking area; and

WHEREAS, the CRA Board acknowledges that professional planning, engineering, and design services are necessary; and

WHEREAS, as part of the team of engineers chosen pursuant to the Consultants Competitive Negotiations Act, Chen Moore and Associates has been providing preliminary capital planning services 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 Chen Moore and Associates' proposal to create the Main Beach Parking Area Improvements Plan for a lump sum of \$43,980.00 and authorizes the CRA Director to execute same.

PASSED AND ADOPTED THIS 12th DAY OF APRIL, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Pass resolution to approve contract with West Construction for water main replacement in the Cove Shopping Center Parking Lot for an amount not to exceed \$98,251.83.

SUMMARY EXPLANATION/BACKGROUND:

At the March 21, 2011 meeting the CRA Board approved this item conditioned upon West's ability to reduce the price of the project to \$90,000 or less.

Due to the nature of the work, City forces cannot perform work related to abandonment of the old asbestos water main. The Broward County Health Department permit requires this work to be done by a licensed asbestos removal company. The remaining work that might therefore be performed by City crews would be minimal. As a result, the costs to West could not be lowered to the approved amount of \$90,000.

The overall project cost presented at the previous meeting was \$99,878.02 (attached). City staff worked with West to negotiate a reduced price of not to exceed \$98,251.83.

CRA staff recommend using West Construction for the construction of water main replacement. They will mobilize specialty contractors for the work, assume all responsibility and liability for the work and will streamline the management and coordination with Phase 2 Parking Lot Improvements that will be concurrently underway.

The CRA Budget contains a line item for infrastructure with adequate funds available for this \$98,251.83 expense (190-8000-559.63-04 – Infrastructure and Capital Projects).

ATTACHMENTS:

West Construction Negotiated Proposal for Water Main Replacement (3/17/2011)
West Construction 2nd Negotiated Proposal for Water Main Replacement (4/8/2011)
Resolution

Change Proposal Request (CPR)

Project Information	
Project #	10-1089
Title	COVE SHOPPING CENTER PARKING LOT
Address	State Rd. 810 Hillsboro Blvd
City, State, Zip	Broward County, FL 33441
Country	

Change Proposal Request	
CPR #	010
Issue Date	3/17/2011
Subject	Waterline Replacement

Prime Contract Company	
Contact	SEAN MARTIN
Company	West Construction, Inc.
Address	318 South Dixie Hwy Suite #4-5
City, State, Zip	Lake Worth, Florida 33460
Country	
Phone	561-588-2027
Fax	561-582-9419

Owner	
Contact	KRIS MORY
Company	City of Deerfield Beach
Address	150 NE 2ND AVENUE
City, State, Zip	DEERFIELD BEACH, FL 33441
Country	
Phone	954-480-4263
Fax	954-480-4268

Description of the proposed change:

Install New 6" Waterline per the provided plans.

Work Excludes Permitting and Testing.

Price Based on Installation during scheduled Phase 2.

Net Amount of this Proposed Change:

\$99,878.02

The Contract time due to this Change Proposal Request has increased by 0 Working Days

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By _____
West Construction, Inc.
Company

Response: Accept Do Not Accept

City of Deerfield Beach
Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Company Financial and Schedule Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	MOT	5	WK	\$500.00	\$2,500.00
2	Stake & As-Built	1	LS	\$2,500.00	\$2,500.00
3	Sidewalk Remove/Disposal	75	SF	\$1.17	\$87.75
4	Sidewalk Replacement	75	SF	\$2.98	\$223.50
5	Curb Removal	15	LF	\$1.17	\$17.55
6	Curb Replacement	15	LF	\$9.72	\$145.80
7	Road Base Replacement 10"	527	SY	\$13.41	\$7,067.07
8	Asphalt Replacement	527	SY	\$7.31	\$3,852.37
9	Sod Replacement	525	SF	\$.35	\$183.75
10	Saw Cutting	1250	LF	\$1.00	\$1,250.00
11	Asphalt Removal	32	HR	\$80.00	\$2,560.00
12	Disposal of Asphalt	4	EA	\$285.00	\$1,140.00
13	Temp Stripe	1	LS	\$225.00	\$225.00
14	Furnish and Install New 6" Waterline.	1	LS	\$71,504.00	\$71,504.00
15	Overhead	1	LS	\$4,662.84	\$4,662.84
16	Bonds & Insurance	1	LS	\$1,958.39	\$1,958.39

Subtotal = \$99,878.02

Tax = \$0.00

Total = \$99,878.02

Change Proposal Request (CPR)

Project Information	
Project #	10-1089
Title	COVE SHOPPING CENTER PARKING LOT
Address	State Rd. 810 Hillsboro Blvd
City, State, Zip	Broward County, FL 33441
Country	

Change Proposal Request	
CPR #	010
Issue Date	3/17/2011
Subject	Waterline Replacement

Prime Contract Company	
Contact	SEAN MARTIN
Company	West Construction, Inc.
Address	318 South Dixie Hwy Suite #4-5
City, State, Zip	Lake Worth, Florida 33460
Country	
Phone	561-588-2027
Fax	561-582-9419

Owner	
Contact	KRIS MORY
Company	City of Deerfield Beach
Address	150 NE 2ND AVENUE
City, State, Zip	DEERFIELD BEACH, FL 33441
Country	
Phone	954-480-4263
Fax	954-480-4268

Description of the proposed change:

Install New 6" Waterline per the provided plans.

Work Excludes Permitting and Testing.

Price Based on Installation during scheduled Phase 2.

Net Amount of this Proposed Change:

\$99,878.02

The Contract time due to this Change Proposal Request has increased by 0 Working Days

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

Response: Accept Do Not Accept

West Construction, Inc.
Company

City of Deerfield Beach
Company

By _____ Date _____

By _____ Date _____

Change Proposal Request (CPR)

Company Financial and Schedule Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	MOT	5	WK	\$500.00	\$2,500.00
2	Stake & As-Built	1	LS	\$2,500.00	\$2,500.00
3	Sidewalk Remove/Disposal	75	SF	\$1.17	\$87.75
4	Sidewalk Replacement	75	SF	\$2.98	\$223.50
5	Curb Removal	15	LF	\$1.17	\$17.55
6	Curb Replacement	15	LF	\$9.72	\$145.80
7	Road Base Replacement 10"	527	SY	\$13.41	\$7,067.07
8	Asphalt Replacement	527	SY	\$7.31	\$3,852.37
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11	Asphalt Removal	32	HR	\$80.00	\$2,560.00
12	Disposal of Asphalt	4	EA	\$285.00	\$1,140.00
13	Temp Stripe	1	LS	\$225.00	\$225.00
14	Furnish and Install New 6" Waterline.	1	LS	\$71,504.00	\$71,504.00
15	Overhead	1	LS	\$4,662.84	\$4,662.84
16	Bonds & Insurance	1	LS	\$1,958.39	\$1,958.39

Subtotal = \$99,878.02

~~\$16,261.9~~
Tax = \$0.00

Total = \$99,878.02

\$98,251.83

RESOLUTION NO. 2011/ _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING WEST CONSTRUCTION INC.'S PROPOSAL FOR WATER MAIN REPLACEMENT IN THE COVE SHOPPING CENTER IN AN AMOUNT NOT TO EXCEED \$98,251.83.

WHEREAS, the CRA Board wishes to improve infrastructure in the CRA District; and

WHEREAS, the CRA Board acknowledges that the existing water main in the Cove Shopping Center is obsolete; and

WHEREAS, the CRA Board acknowledges that the replacement of water main requires specialized contractors and professional project management; and

WHEREAS, West Construction is already responsible for the reconstruction of the Cove Shopping Center Parking Lot;

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 West Construction's proposal for water main replacement in the Cove Shopping Center for an amount not to exceed \$98,251.83 and authorizes the CRA Director to execute same.

PASSED AND ADOPTED THIS 12th DAY OF APRIL, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

None. This item is for information only.

SUMMARY EXPLANATION/BACKGROUND:

At the March 21, 2011 CRA Board Meeting, the Board approved a CRA Plan Amendment to update plan data, allow the CRA to maintain projects that have been improved using tax increment revenue and specify properties for possible acquisition. The Board forwarded the proposed amendment to the local planning agency, the Deerfield Beach Planning and Zoning Board, for approval. The Planning and Zoning Board approved the Amendment at its April 7, 2011 meeting.

The next step in the process is approval of the Amendment by the local governing body. CRA staff has submitted the amendment to appear on the May 3, 2011 City Commission Agenda for approval. Upon City Commission approval, the CRA may immediately begin implementation of the changes contained in the Amendment.

ATTACHMENTS:

None

REQUESTED ACTION:

None. This item is for information only.

SUMMARY EXPLANATION/BACKGROUND:

CRA Director Keven Klopp and members of the project management team will be meeting with the Florida Department of Environmental Protection (FDEP) on April 12 in Tallahassee. Mr. Klopp will make arrangements for an update to be presented to the Board on the status of the Pier Reconstruction Project FDEP permit approval, based on the outcome of meetings with FDEP that will have taken place earlier in the day.

ATTACHMENTS:

None.