



**Deerfield Beach Community Redevelopment Agency  
AGENDA**

Tuesday, June 11, 2013, 6:30 P.M.  
City Commission Chambers, Deerfield Beach City Hall

**CALL TO ORDER AND ROLL CALL**

**APPROVAL OF MINUTES\***

May 14, 2013

**APPROVAL OF THE AGENDA\***

**GENERAL ITEMS\***

1. Resolution to approve funding for Bermello Ajamil Associates scope of services for Sullivan Park Design - Phase 1 (Master Plan)\*
2. Resolution to approve funding for Chen Moore Associates scope of services for the design, permitting and construction administration for SE 15<sup>th</sup> Avenue streetscape improvements\*

**BOARD/ADMINISTRATION COMMENTS**

Expense report, pursuant to CRA Resolution 2011-011

**PUBLIC INPUT**

**ADJOURN**

\* Indicates an Action Item

(Next Meeting: Tuesday, July 9, 2013, 6:30 PM unless otherwise determined)

---

**REQUESTED ACTION:**

Approve resolution to enter into a contract with Bermello Ajamil & Partners in an amount not to exceed \$75,930.00 for Sullivan Park Expansion - Phase 1 Services (Master Plan)

---

**SUMMARY EXPLANATION/BACKGROUND:**

At the April 9, 2013 CRA Board meeting, the CRA Board confirmed an evaluation committee recommendation to select Bermello Ajamil & Partners as the most qualified firm to provide Architectural and Engineering Services for the Sullivan Park Expansion Project (RFQ 2012-13/09) and directed staff to negotiate a scope of services and contract for the work outlined in the RFQ. Subsequently, CRA staff and the consultant have met to review the project goals, understand available background information and negotiate an appropriate scope of services.

The design process begins by gathering specific data on the site including topographical, boundary and underwater surveys and performing environmental and traffic studies. This baseline information will be used to create a base map for the site and be used later in the project for permitting and construction.

Because the point of departure for the park's redevelopment are the three conceptual scenarios prepared by the Urban Land Institute (ULI), both parties agreed that the concepts needed to be further refined into alternatives for consideration by the public and the CRA Board. The consultant will begin by hosting an intensive day long workshop with staff to tour the site, gather published documents and institutional knowledge about the site, understand opportunities and constraints and begin to understand the various disciplines' (legal, planning, financial, engineering, public works, programming, and maintenance) needs and vision for the project. The consultant team will then go through a technical and creative process to develop two initial park master plan alternatives for the CRA Board and public's consideration at a public workshop. City and CRA staff will be responsible for identifying the location and time for the workshop and ensuring that the community is aware of the opportunity for input. The alternatives will be further narrowed using public input, cost and feasibility considerations into a final park master plan. This master plan will be submitted for CRA Board, Community Appearance Board and Planning and Zoning Board approvals. The adopted master plan will be adequately detailed for the consultant to move into full design (as determined by a subsequent scope of services and contract for Phase 2) upon adoption. A detailed scope of services, fee schedule for each task, and project schedule are included at the end of the contract as Exhibits A, B and C.

To maintain project momentum and compliance with the project schedule, as presented to FIND, the master plan is scheduled to be completed in four (4) months, which is approximately the end of September 2013. At that point, adequately detailed information will be available for CRA staff

DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY

Agenda Item 1  
Tuesday June 11, 2013

and the consultant to negotiate a second scope of services for full design and/or the balance of the project including construction.

The budget for Phase 1 is consistent with staff projections, as estimated in the 2012 application to the FIND Waterways Assistance Program (attached). The master plan scope of services totals \$35,255 and the required surveys, data gathering, mapping and assessments total \$39,925. A small budget of \$750 for reimbursable expenses is included in the contract for a total contract price for Phase 1 of \$75,930. Adequate funding is available in account #386-8000-572.61-08 (Architecture/Engineering) for this expense.

---

**ATTACHMENTS:**

Contract  
FIND Proposed Project Budget  
Resolution

A G R E E M E N T

Between

DEERFIELD BEACH CRA

and

BERMELLO AJAMIL & PARTNERS, INC.

for

CONSULTANT SERVICES (CCNA) FOR

SULLIVAN PARK REDEVELOPMENT

RFQ # 2012-13/09

**INDEX**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
1. DEFINITIONS AND IDENTIFICATIONS .....	1
2. PREAMBLE.....	3
3. SCOPE OF SERVICES.....	3
4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES.....	4
5. COMPENSATION AND METHOD OF PAYMENT .....	6
6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES.....	11
7. CRA'S RESPONSIBILITIES.....	13
8. INSURANCE .....	14
9. EEO AND ADA COMPLIANCE .....	15
10. MISCELLANEOUS.....	18
 EXHIBIT "A" SCOPE OF WORK EXHIBIT "B" SALARY COSTS EXHIBIT "C" SCHEDULE OF SUBCONSULTANT PARTICIPATION EXHIBIT "D" BACKGROUND CHECK AFFIDAVIT	

A G R E E M E N T

Between

DEERFIELD BEACH CRA

and

BERMELLO AJAMIL & PARTNERS, INC

for

CONSULTANT SERVICES (CCNA) FOR

SULLIVAN PARK REDEVELOPMENT

RFQ # 2012-13/09

This is an Agreement between: CRA OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CRA,"

AND

BERMELLO AJAMIL & PARTNERS INC.

hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CRA and CONSULTANT agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.

- 1.3 **Contract Administrator:** The CRA Manager has the authority to designate the Contract Administrator. KRIS MORY is expressly designated as Contract Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **CRA Manager:** The chief administrative officer of the CRA of Deerfield Beach pursuant to Section 4.03 of the CRA of Deerfield Beach Charter.
- 1.5 **Contractor:** The person, firm, corporation or other entity who enters into an agreement with CRA to perform the construction work for the Project.
- 1.6 **Notice To Proceed:** A written notice to proceed with the Project issued by the Contract Administrator.
- 1.7 **Project:** ARCHITECTURAL AND ENGINEERING SERVICES FOR SULLIVAN PARK EXPANSION PROJECT - PHASE 1 (MASTER PLAN)
- 1.8 **Subconsultant:** A firm, partnership, corporation or combination thereof having a direct contract with a Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 CRA has budgeted funds for the Project. This Project is funded with Bond funds.
- 2.2 CRA has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a negotiation committee and this Agreement incorporates the results of such negotiations.

ARTICLE 3  
SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the services set forth in Exhibit "A," attached hereto and made a part hereof, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CONSULTANT and CRA acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CRA to CONSULTANT to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CRA approval is at CONSULTANT's sole risk.
- 3.3 If the RFQ provides for possible multiple phases, CRA and CONSULTANT acknowledge that Exhibit "A" is for the first portion of services related to the Project and that additional negotiations may be required for subsequent phases or for additional services except as otherwise provided herein. CRA and CONSULTANT may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If CRA and CONSULTANT cannot contractually agree, CRA shall have the right to immediately terminate negotiations at no cost to CRA and procure services for future Project phases from another source.

ARTICLE 4  
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;  
LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in Exhibit "A" within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services.

- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.
- 4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CRA or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CRA shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CRA of all facts and details related to the delay.
- 4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CRA or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CRA, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CRA its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and CRA are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF CRA.

4.6 In the event CONSULTANT fails to complete the phases of services identified in Exhibit "A" on or before the applicable Time for Performance, CONSULTANT shall pay to CRA the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the phase:

<b>Project Phase</b>	<b>Amount</b>
Phase I - Schematic Design	\$ _____ <u>\$50</u>
Phase II - Design Development	\$ _____ <u>na</u>
Phase III – 50% Contract Documents	\$ _____ <u>na</u>
Phase III – 100% Contract Documents	\$ _____ <u>na</u>

These amounts are not penalties but are liquidated damages to CRA for CONSULTANT's inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CRA as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF CRA.

ARTICLE 5  
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

PLEASE CHECK ONE:

5.1.1 Maximum Amount Not-To-Exceed Compensation

CRA agrees to pay CONSULTANT, as compensation for performance of all services as related to Exhibit "A," required under the terms of this Agreement, the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$35,255.00 for Basic Services, up to \$39,925.00 for Optional Services, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed of \$ 750.00, for a total maximum amount not-to-exceed \$75,930.00. The method of compensation shall be that of "maximum amount not-to-exceed," which means CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The total hourly rates payable by CRA for each of CONSULTANT's employee categories shall be shown on Exhibit "B."

The maximum amount not-to-exceed compensation of \$\_\_\_\_\_ for Basic Services shall be paid out in accordance with the percentage amount set forth below:

<b>Project Phase</b>	<b>Fee %</b>	<b>Fee Amount/Phase</b>
Predesign Services	<u>54</u> %	\$ <u>39,925.00</u>
Phase I: Schematic Design	<u>46</u> %	\$ <u>35,255.00</u>

5.1.2 Lump Sum Compensation

CRA agrees to pay CONSULTANT, as compensation for performance of all Basic Services related to Exhibit "A" that are required under the terms of this Agreement, a lump sum of \$\_\_\_\_\_. In addition, CRA agrees to pay CONSULTANT up to \$\_\_\_\_\_ for Optional Services, and to reimburse CONSULTANT for Reimbursables up to a maximum amount not-to-exceed of \$\_\_\_\_\_ as described in Section 5.3. The total maximum not-to-exceed amount for Basic Services, Optional Services, and Reimbursables shall be \$\_\_\_\_\_. The method of compensation for Basic Services shall be "lump sum," which means CONSULTANT shall perform all Basic Services set forth herein for total compensation in the amount stated above. The total hourly rates payable by CRA for each of CONSULTANT's employee categories are shown on Exhibit "B." CRA shall not pay CONSULTANT any additional sum for reimbursable expenses or additional services, if any, unless otherwise stated in Section 5.3 and Article 6.

The lump sum compensation of \$\_\_\_\_\_ for Basic Services shall be paid out in accordance with the percentage amount set forth below:

<b>Project Phase</b>	<b>Fee %</b>	<b>Fee Amount/Phase</b>
Predesign Phase: Site Identification and Acquisition Services	___%	\$_____
Predesign Phase: Programming Services	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents Development	___%	\$_____
Phase IV: Bidding and Award of Contract	___%	\$_____
Phase V: Administration of the Construction Contract	___%	\$_____
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____

5.1.3 CONSULTANT acknowledges and agrees that the retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein.

## 5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly raw salary rate as shown on Exhibit "B," attached hereto and made a part hereof, paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, drafters, and clerks, as adjusted by an overall factor of   0  %, which consists of the following: 1) a fringe benefits factor of   0  %, which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor of   0  %; and 3) an operating profit margin of   0  %. Said Salary Costs are to be used only for time directly attributable to the Project. A detailed breakdown of these costs shall be kept current and readily accessible to CRA. The breakdown of overhead and fringe benefit factors shall be certified by a Certified Public Accountant. Said certification shall be dated within ninety (90) days after CONSULTANT's just completed fiscal year.

5.2.1 If the method of compensation between CRA and CONSULTANT is a maximum amount not-to-exceed and CONSULTANT has "lump sum" agreements with any Subconsultant(s), then CONSULTANT shall bill all "lump sum" Subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other Subconsultant fees using the employee categories for Salary Costs on Exhibit "B" and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to CRA in the actual amount paid by CONSULTANT.

## 5.3 REIMBURSABLES

5.3.1 Direct non-salary expenses, entitled "Reimbursables", directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.

c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices. CONSULTANT's field office at the Project site is not considered a permanent office.

d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.

e) Identifiable testing costs approved by Contract Administrator.

f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses.

5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, CRA's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CRA or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CRA prior to incurring such expenses.

#### 5.4 METHOD OF BILLING

#### 5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

#### 5.4.2 For Lump Sum Compensation under Section 5.1.2

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date by completing Exhibit F, CBE Performance Report. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

### 5.5 METHOD OF PAYMENT

5.5.1 CRA shall pay CONSULTANT ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written

request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

5.5.2 Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, CRA shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the CRA Manager or designee.

5.5.3 Payment will be made to CONSULTANT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE 6

### OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

- 6.1 CRA or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement so long as the modifications do not substantially change or deviate from the original project. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.
- 6.2 Costs of Additional Services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion for CONSULTANT's performance of those additional services.
- 6.3 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the CRA Manager for resolution. The CRA Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1

above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

6.4 CONSULTANT may, at Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit "A," Scope of Services, up to the maximum fee amount established for Optional Services under Article 5. Any Optional Services to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization," in accordance with this Article.

6.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, CONSULTANT shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by Contract Administrator and a final amount for CONSULTANT's compensation shall be approved as follows:

6.4.1.1 Any Work Authorization that does not increase the cost or the time for completion may be signed by Contract Administrator and CONSULTANT, using the Work Authorization provided by CRA for that purpose.

6.4.1.2 Any Work Authorization that increases the cost by 10% or \$10,000.00 whichever is less may be signed by the CRA Director, and CONSULTANT.

6.4.1.3 Work Authorizations above \$25,000.00 must be approved by the CRA Board of Directors.

6.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed (NTP) for those authorized Optional Services. CONSULTANT shall not commence such work until after receipt of the Contract Administrator's NTP.

6.4.3 All Work Authorizations issued by the Contract Administrator shall contain, as a minimum, the following information and requirements:

6.4.3.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

6.4.3.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of CRA is obtained. In the

event CRA does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONSULTANT, the authorization shall be terminated, and CONSULTANT shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

- 6.4.3.3 A time established for completion of the work or services undertaken by CONSULTANT or for the submission to CRA of documents, reports, and other information pursuant to this Agreement.
- 6.4.3.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
- 6.4.3.5 Work Authorizations shall be dated, serially numbered, and signed.

#### ARTICLE 7 CRA'S RESPONSIBILITIES

- 7.1 CRA shall assist CONSULTANT by placing at CONSULTANT's disposal all information CRA has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2 CRA shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 CRA shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 CRA shall give prompt written notice to CONSULTANT whenever CRA observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

#### ARTICLE 8 INSURANCE

- 8.1 To ensure the indemnification obligation contained Section 10.7 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and

Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CRA and the Commission by naming CRA and the CRA Commission as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage.

#### 8.2.1 Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent Consultants
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

#### 8.2.2 Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

#### 8.2.3 Professional Liability Insurance

Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than one

million Dollars (\$1,000,000) per occurrence with a combined single limit of two million dollars (\$2,000,000) per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the CRA in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.

#### 8.2.4 Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

- 8.3 CONSULTANT shall provide to CRA certificate of insurance within fifteen (15) days after notification of award of the contract. CONSULTANT shall provide to CRA a Certificate of Insurance or a copy of all insurance policies required by this Article. CRA reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that CRA shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to provide to CRA the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Agreement.
- 8.4 CRA reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 8.5 CRA is to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for CRA by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names CRA as an additional insured.
- 8.6 Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CRA with at least thirty (30) days notice of cancellation and/or restriction.

## ARTICLE 9 EEO AND ADA COMPLIANCE

9.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CRA deems appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). CRA hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CRA to terminate this Agreement and recover from CONSULTANT all monies paid by CRA pursuant to this Agreement.

ARTICLE 10  
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of CRA, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, CRA may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 TERMINATION

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the CRA, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of CRA by someone other than the Board, termination by CRA may be by action of the CRA Administrator or the CRA representative (including his or her successor) who entered in this Agreement on behalf of CRA. This Agreement may also be terminated by the CRA Manager upon such notice as the CRA Manager deems appropriate under the circumstances in the event the CRA Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CRA erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. The Agreement may also be terminated for cause if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the CONSULTANT

provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CRA Manager which the CRA Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CRA, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CRA's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CONSULTANT shall be withheld by CRA until all documents are provided to CRA pursuant to Section 10.1 of Article 10.

### 10.3 AUDIT RIGHT AND RETENTION OF RECORDS

10.3.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its Subconsultants and subcontractors. For each Subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the Subconsultant or subcontractor and the cumulative total of the payments made to the Subconsultant or subcontractor. CRA shall have the right to audit the books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its Subconsultants and subcontractors, as applicable, shall make same available at no cost to CRA in written form.

10.3.2 CONSULTANT and its Subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by CRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention

period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CRA to be applicable to CONSULTANT's and its Subconsultants and subcontractors' records, CONSULTANT and its Subconsultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Subconsultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

10.3.3 CONSULTANT shall, by written contract, require its Subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.3.

#### 10.4 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CRA, may not submit a bid on a contract with CRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to CRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CRA, and may not transact any business with CRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

## 10.5 SUBCONSULTANTS

CONSULTANT shall utilize the Subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by CONSULTANT. The list of subconsultants is provided on Exhibit \_\_\_\_, Schedule of Subconsultants as attached hereto and made a part hereof.

## 10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.5. CRA shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without CRA's written consent.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CRA's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CRA shall be comparable to the best local and national standards.

## 10.7 INDEMNIFICATION OF CRA

CONSULTANT shall indemnify and hold harmless CRA, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and CRA Manager, any sums due CONSULTANT under this Agreement may be retained by CRA until all of CRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA.

## 10.8 REPRESENTATIVE OF CRA AND CONSULTANT

10.8.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CRA employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.8.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

## 10.9 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

## 10.10 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## 10.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CRA:

Kris Mory, CRA Director  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

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

10.13 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### 10.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CRA.

#### 10.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CRA intend to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 10.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CRA in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CRA or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

#### 10.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CRA shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 10.19 MATERIALITY AND WAIVER OF BREACH

CRA and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CRA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 10.23 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CRA or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CRA and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 10.25 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to

herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

#### 10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 10.27 BACKGROUND CHECKS

10.27.1 In accordance with Section 38-117 of the CRA of Deerfield Beach Code of Ordinances, any bid, contract or request for proposal which requires a Consultant or sub-consultant to perform work in or on CRA property, shall include a requirement for a criminal background check for any employee of the Consultant or subconsultant who will do the work in or on CRA property. CRA property shall mean buildings or structures owned by the CRA. It shall also mean sidewalks and streets under the jurisdiction of the CRA which are adjacent to residential neighborhoods. Criminal background checks shall mean a certified response from the Florida Department of Law Enforcement Computerized Criminal History (CCH) data base. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to CRA property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its sub-consultants' employees who will have access to CRA property. During the term of this agreement CONSULTANT must provide an updated Criminal Background Check Affidavit for any newly hired employees of CONSULTANT or any sub-consultant who will do work in or on CRA property.

10.27.2 The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for

all employees who will perform work on CRA property. Such affidavit shall be submitted with the proposal package. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by CRA.

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

10.27.4 The CRA reserves the right to approve or disapprove whether the Consultant's employees perform the services for the CRA. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

#### 10.28 INCORPORATION BY REFERENCE

The attached Exhibits are incorporated into and made a part of this Agreement.

#### 10.29 RE-USE OF PROJECT

CRA may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, CONSULTANT will be paid a re-use fee to be negotiated between CONSULTANT and CRA if the re-use requires the services set forth below.

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

### 10.30 PAYABLE INTEREST

10.30.1 Payment of Interest. CRA shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.30.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.30.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CRA under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

### 10.31 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

### 10.32 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CRA OF DEERFIELD BEACH, through its CRA COMMISSION, signing by and through its Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

CRA

Witnesses:

**CRA OF DEERFIELD BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
Jean Robb, CHAIR

\_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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

FOR INDIVIDUAL:

WITNESSES:

\_\_\_\_\_  
Signature

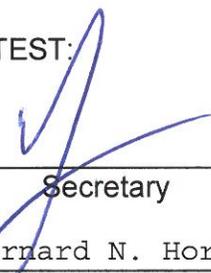
\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

FOR CORPORATION:

ATTEST:

  
\_\_\_\_\_  
Secretary

Bernard N. Horovitz  
\_\_\_\_\_  
(Please Type Name of Secretary)

CORPORATE SEAL

CONSULTANT

By \_\_\_\_\_

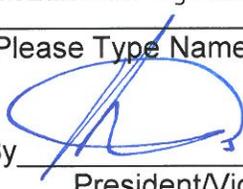
\_\_\_\_\_  
(Please Type Name)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

Bermello Ajamil & Partners, Inc.

\_\_\_\_\_  
(Please Type Name of Consultant/Firm)

  
By \_\_\_\_\_  
President/Vice President

Randy Hollingworth  
\_\_\_\_\_  
(Please Type Name of President/Vice President)

7<sup>th</sup> day of June \_\_\_\_\_, 2013.

**EXHIBIT A  
SCOPE OF WORK**

**EXHIBIT A**  
**SCOPE OF WORK**  
**Project Schedule**

Project No: 11273-P  
Project Title: Architectural and Engineering Services for Sullivan Park Expansion Project  
Facility Name: Sullivan Park

---

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Consultant's Project Development Schedule as required by the Professional Services Agreement for this project. See attached scope of services.

## City of Deerfield Beach Sullivan Park Expansion Project - Phase One



### INTRODUCTION

This proposal provides the City with a detailed Scope of Services for the Master Planning of the expansion of Sullivan Park. The project site is located between Hillsboro Boulevard and the Hillsboro River along the western edge of the Intracoastal Waterway (ICWW). A concrete capped bulkhead is located along the water's edge of the site with existing floating docks providing users with recreational access to the Intracoastal Waterway. Deerfield Island, a recreational open space operated by the County is located to the north of the site and accessed by boats utilizing the existing floating docks.

Following the approval of a revised Master Plan and development program at the completion of Phase One, a detailed Scope of Services will be developed to carry the project on through Design Development, Construction Drawings and Construction Administration. This scope is limited to the those Tasks associated with Phase One.

### TEAM ORGANIZATION

On Attachment A, we have provided an organizational chart which illustrates the structure of the Design Team we propose for Phase One. The team members are the same members that were provided to the City of Deerfield Beach in our original response to the City's RFO #2012-13/09 except for the addition of Traf Tech, a consulting traffic engineering firm to carry out the traffic study.

### SCOPE OF SERVICES

The Scope of Services for this Phase One assignment are based on the development of an overall park master plan continuing on from the work conducted by the City and the ULI TAP in July, 2011.

#### Task 1

##### Data Collection, Site Survey and Analysis of Existing Park Conditions

##### Task 1-A Data Collection

Due to the extensive amount of work the City has already completed on this site, related to the development of an expanded park, the first Task involves collecting all available information from the City and determine which information is either outdated, needs additional data or is sufficient to use for the Master Planning Process. The Team will review the data and meet with the City to establish which items need to be supplemented with additional work. All existing drawings will be provided to B&A for reproduction and the creation of a project resource data base.

**Task 1-B Site Survey**

The site survey will include:

- both the original park site and the additional Riverview parcel purchased by the CRA.
- location and identification of all existing visible above ground improvements within the property limits
- elevations provided on a 25' grid in NAVD 88 DATUM. Elevations shall be taken 10' beyond the property lines where accessible and to the centerline of the abutting streets.
- a digital file to delineate all field collected data as well as existing limits of nearby public right-of-ways.
- a point file for use in TIN modeling and sections.

As it is not clear what survey information the City has already assembled, Task 1-A will determine the extent of new survey work required. The fees for this Task will be billed on a Time and Materials not to exceed basis.

**Task 1-C Bathymetric Survey**

The B&A Team will conduct a bathymetric survey of the waters adjacent to the site extending to Deerfield Island Park. This work will include Plan View contours in AutoCAD of the water areas and a cross section view. The survey will be conducted in a twenty five (25) foot grid.

**Task 1-D Preparation of Base Maps**

B&A will prepare a base map for the park from information provided by the survey, the City, site visits, and aerial photos, with the purpose of using the base map for planning purposes.

**Task 1-E Environmental Assessment**

The B&A Team will perform an ecological assessment of the site to evaluate the potential impacts to biological resources, specifically marine benthic resources (seagrass, corals, oysters) and marine/wildlife. The Consultant will map existing biological resources in accordance with regulatory agency standard procedures. Our findings will be provided in an assessment report of existing biological resource conditions.

The Consultant will identify the Environmental Permits required for the project, including Federal, State, and County Permits. This will include the type of permit, level of agency review and a general list of information necessary to complete the permit applications based upon information compiled through preliminary agency coordination. The permits and permitting requirements will be summarized in a letter report.

**Task 1-F Identification of opportunities and constraints**

B&A will identify opportunities and constraints that may have an impact on the plan's development and any parameters the City may want to include in the Master Plan process.



## Task 2

### Team/City Staff Workshop and Site Visit

**Task 2.A** Program Development and City Staff Workshop (to be combined into one meeting with Kick off Meeting)

Prior to the Staff Workshop, the Consultant will review the previous plans developed by the ULI TAP (report dated July 7 and 8, 2011). The Consultant will also develop an evaluation matrix to illustrate the advantages and disadvantages of each of the three alternatives. The B&A Team will develop a series of program components suitable for possible inclusion into the Master Plan. The Design Team will then meet with City staff for a day long workshop to discuss the opportunities and constraints for the overall site development and review the matrix results of the three alternatives. B&A will also review potential environmental issues that pertain to development along the intracoastal waterway and impacts on the development program.

During the workshop, two alternative site programs will be formulated to address the City's development objectives and respond to new development opportunities from the Cove Shopping Center, (Most recent Cove Shopping Center Development plans to be provided by the City).

The workshop will include the appropriate City staff and selected members of the design team as selected by B&A.

**Task 2.B** Site Visit ( to be held in conjunction with day long workshop)

During or following the day long workshop, the Design Team and City representatives will meet at the site for a tour of the existing facilities.

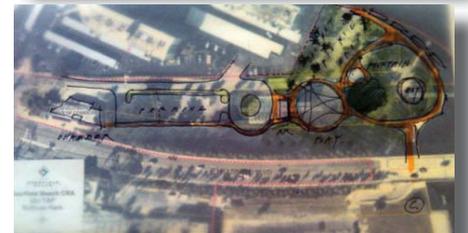
## Task 3

### Conceptual Master Plan Development Alternatives and Preliminary Probable Cost Estimates

Based upon input from the City and utilizing the confirmed programs from Task 2, the Consultant will develop two conceptual master plan designs for the overall site. The plans will indicate the schematic location of walkways, buildings/structures and any paved areas for parking or vehicle access. The plans will be developed in full color with plant material illustrated at a conceptual level only. Digital copies of the concept plans will be provided to City staff before any public presentations or workshops.

A preliminary probable cost of construction will be developed for each of the two concepts. The Consultant will present these preliminary estimates to the City prior to public presentations.

This scope does not include artistic 3D color illustrations of the concept plans. Preparation of all perspective renderings will be billed per rendering, see fee schedule for amount.



## **Task 4**

### **Traffic Study**

Based on the two (2) development scenarios for the park, the Consultant shall determine the daily and peak hour trips associated with the future uses at the park. This information will be developed using the trip generation rates/equations published by the Institute of Transportation Engineers (ITE) in their Trip Generation document (9th Edition).

The Consultant shall conduct peak period intersection turning movement counts at the intersection of Hillsboro Boulevard and Riverview Road/Cove Entrance. The level of service on the surrounding roadway system will be determined for:

- 1) Existing Conditions
- 2) Future Conditions without the park project
- 3) Future Conditions with the park project

The level of service analyses will be undertaken using the SYNCRO software and FDOT's 2012 Quality/Level of Service Handbook.

The traffic study will evaluate the traffic impacts created on Riverview Road, with emphasis on the existing residential development located immediately west of the park site.

The above services will be documented in a traffic report. One electronic version (.pdf) of the traffic analysis will be submitted to the Client.

## **Task 5**

### **Community Workshop**

The Consultant will carry out a Community Workshop to obtain resident input on the two conceptual master plan alternatives. The workshop will consist of a power point presentation by the Consultant to illustrate the master plan concepts with constructed examples of similar program elements from other locations. Each master plan alternative will be presented in full color, plan view. The Consultant will also provide a preliminary summary of the probable cost estimates for the two concepts. The public will be surveyed on which alternative concept they prefer and requested to provide suggestions for additional program components to those illustrated on the master concept plans.

The City will coordinate the set up of the workshop including all notices and communication with the community. The City will determine and provide the location for the Public Workshop.

## **Task 6**

### **Refine Alternative Park Plan Design Concepts**

The Consultant will further refine, based on the community input gathered in the Community Workshop, Task 5, the two alternative parks master plan design concepts. The alternative plans will illustrate various program components and development intensities for the site.

## **Task 7**

### **Presentation to Community Redevelopment Agency**

The Consultant will incorporate any minor changes recommended by City staff to the preferred Master Plans and carry out a formal presentation to the City's Community Redevelopment Agency Board. A Power Point presentation outlining the various components of the Master Plans will be presented. Boards with drawings will

be presented as needed. In addition, the probable costs associated with each plan will be presented. The CRA shall select one of the two alternatives or a hybrid composition of the two alternatives for development of a single Master Plan for the site.

### **Task 8 Preferred Master Plan Estimated Probable Cost Estimates**

The Consultant shall prepare a detailed (as much detail as possible from the information provided on the Master Plan) magnitude of cost estimate for the preferred Master Plan. The estimate submittal will be a comprehensive document including an Estimate Summary and Detail Report. Recommended construction contingency shall be included as a percentage of the total project cost. If requested, escalation factors shall be calculated and applied based on historical market trends and the anticipated project schedule.

The scope does not include project schedules, reconciliations or estimate updates or revisions.

### **Task 9 Presentation to Community Appearance Board and Planning and Zoning**

The Consultant will incorporate minor changes recommended by the City's CRA Board into the preferred Alternative Concept Master Plan. The Consultant will carry out a formal presentation to the City's Community Appearance Board and the Planning and Zoning Board in two separate presentations. A Power Point presentation outlining the various components of the Master Plan will be presented. Boards with drawings will be presented as needed.

### **Task 10 Project Coordination and Meetings**

The Consultant shall attend meetings and provide miscellaneous project coordination associated with the above tasks. This will include attendance at regular project meetings with the City and or the Design Team. Time associated with Workshops and Presentations are included in the scope and fees of each of the above Tasks where appropriate. Additional workshops or meetings with the community, elected officials, the CRA Board or City representatives will be billed on an hourly basis as additional services.

### **REIMBURSABLE EXPENSES**

Reimbursable expenses will only be utilized for items not within the above scope of work. Any reimbursable expenses approved by the Client will be itemized and billed at actual costs and include, but not be limited to, photocopies and printing, postage and shipping, long distance telephone, faxes and all travel related expenses.

#### **NOTE:**

- This scope does not include detailed construction drawings or perspective renderings.
- This scope does not include any permitting actions with agencies with jurisdiction over this site or the adjacent waters. This includes local, county, state or federal agencies.
- Building programming, internal layouts, elevations and sections are not included within this scope.
- All fees provided in each Task are Lump Sum except the Surveys in Tasks 1-B and 1-C, the Environmental Assessment in Task 1-E, the Traffic Study in Task 4 and the Cost Estimate in Task 8 which will be billed as Time and Materials Not to Exceed.
- The 3D renderings are priced per rendering and the City will determine number to be provided if any. This fee may vary depending on selected views.

**COMPENSATION****Task 1**

Task 1-A	Data Collection	\$ 1,785.00	Lump Sum
Task 1-B	Site Survey	\$ 14,420.00*	T&M NTE
Task 1-C	Bathymetric Survey	\$ 7,235.00*	T&M NTE
Task 1-D	Preparation of Base Map	\$ 1,685.00	Lump Sum
Task 1-E	Environmental Assessment	\$ 6,900.00*	T&M NTE
Task 1-F	Identification of Opportunities and Constraints	\$ 2,130.00	Lump Sum

**Task 2**

Task 2-A	Program Development and City Staff Workshop		
Task 2-B	Site Visit	\$ 4,110.00	Lump Sum

**Task 3**

	Conceptual Master Plan Alternative Development and Preliminary Probable Cost Estimates	\$ 7,200.00	Lump Sum
--	--	-------------	----------

**Task 4**

	Traffic Study	\$ 5,200.00*	Lump Sum
--	---------------	--------------	----------

**Task 5**

	Community workshop	\$ 4,065.00	Lump Sum
--	--------------------	-------------	----------

**Task 6**

	Refine Alternative Park Design Concepts	\$ 6,065.00	Lump Sum
--	---	-------------	----------

**Task 7**

	Presentation to Community Redevelopment Agency	\$ 2,460.00	Lump Sum
--	---	-------------	----------

**Task 8**

	Preferred Master Plan Estimated Probable Cost Estimate	\$ 7,345.00*	Lump Sum
--	---	--------------	----------

**Task 9**

	Presentations to Community Appearance Board and Planning and Zoning	\$ 2,420.00	Lump Sum
--	--	-------------	----------

**Task 10**

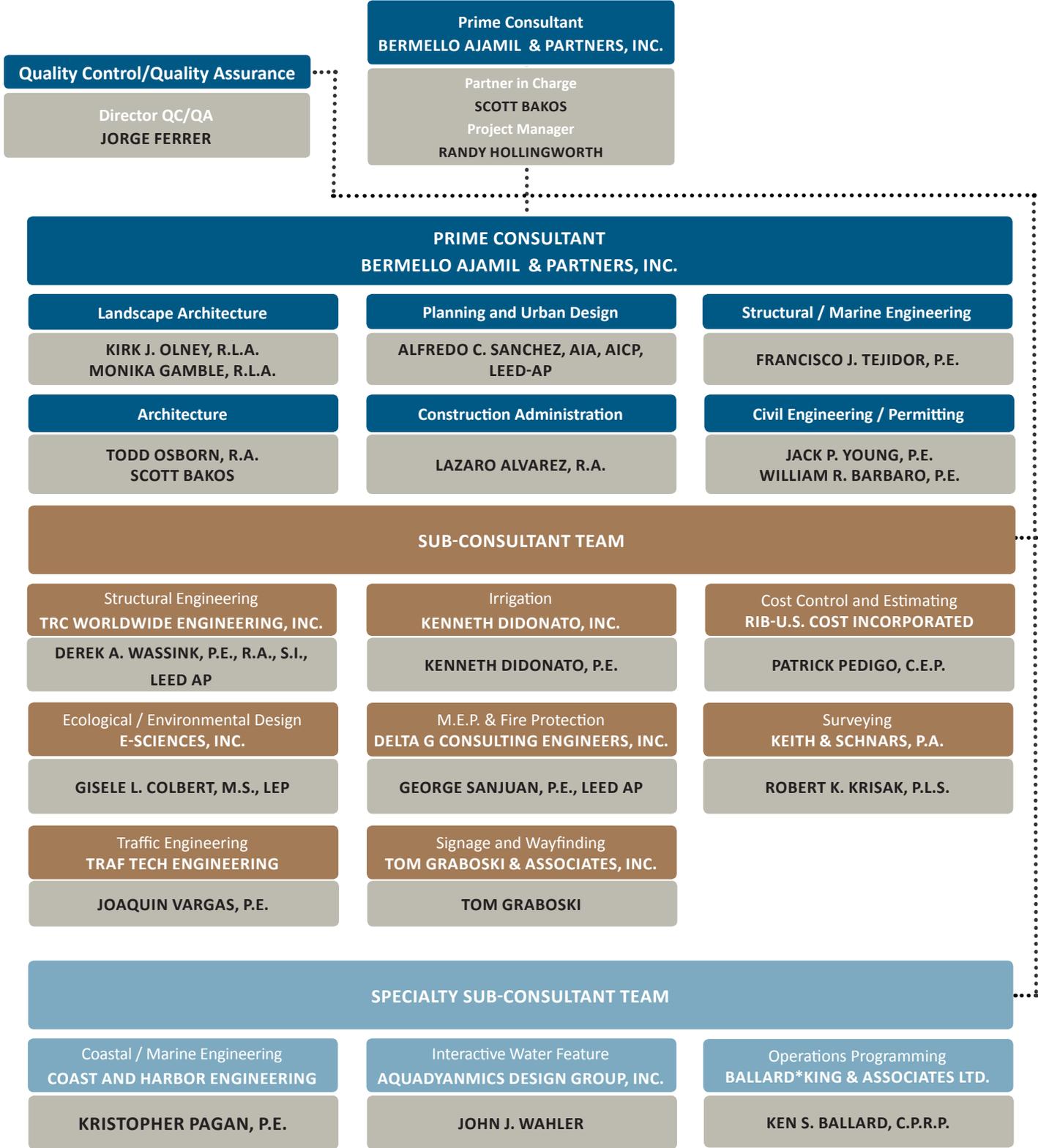
	Project coordination and meetings	\$ 2,160.00	Lump Sum
--	-----------------------------------	-------------	----------

---

<b>TOTAL LUMP SUM FEES</b>	<b>\$35,255.00</b>	<b>Lump Sum</b>
----------------------------	--------------------	-----------------

<b>TOTAL T&amp;M NTE FEES (*) Tasks 1-B, 1-C, 1-E, 4 and 8</b>	<b>\$39,925.00</b>	<b>T&amp;M NTE</b>
--	--------------------	--------------------

<b>OPTIONAL TASK - 3D Renderings</b>	<b>\$ 3,000.00</b>	<b>EACH as needed</b>
--------------------------------------	--------------------	-----------------------





# SULLIVAN PARK

## PHASE ONE MASTER PLANNING SCHEDULE

City of Deerfield Beach, Florida



June 6th, 2013

Task No.	Task Description	Starts at NTP Month 1				Month 2				Month 3				Month 4			
		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16
1-A	Data Collection	█	█	█													
1-B	Site Survey	█	█	█	█												
1-C	Bathymetric Survey		█	█	█												
1-D	Base Map Preparation					█	█										
1-E	Environmental Assessment		█	█	█	█											
1-F	Opportunities and Constraints						█	█									
2-A	Program Development & Workshop								☀								
2-B	Site Visit								☀								
3	Conceptual Master Plan & Preliminary Costing								█	█	█						
4	Traffic Study									█	█						
5	Community Workshop											☀					
6	Refined Concepts											█	█				
7	Master Plan Cost Estimates (2)												█	█			
8	CRA Presentation													☀			
9	Appearance Board and P&Z (2 presentations)														☀	☀	
10	Project Coordination and Meetings	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

### Schedule Legend



Task Duration



Specific Event, Meeting or Presentation

**EXHIBIT B  
SALARY COSTS**

Project No: 11273-P  
Project Title: Architectural and Engineering Services for Sullivan Park Expansion Project  
Facility Name: Sullivan Park

---

**See attached**



**EXHIBIT C**  
**SCHEDULE OF SUBCONSULTANT PARTICIPATION**

Project No: 11273-P  
Project Title: Architectural and Engineering Services for Sullivan Park Expansion Project  
Facility Name: Sullivan Park

---

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
See attached		



**EXHIBIT D**  
**BACKGROUND CHECK AFFIDAVIT**  
**(Page 1 of 3)**

STATE OF FLORIDA (                    ) SS.  
COUNTY OF ( \_\_\_\_\_ )

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. \_\_\_\_\_ intends to enter into a contract with the CRA of Deerfield Beach Restaurant Operations for contracted services.
4. The fulfillment of the Background Check requirement has been conducted through The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I).
5. All criminal background checks must be conducted prior to any covered individual's initial access to CRA's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-117 of the Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on CRA property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-117 shall perform work on CRA property. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
5. I also certify that I shall maintain records of the criminal history checks for each person doing work on CRA property during the contract period and for one year thereafter and shall make such records available for inspection and verification by CRA.

**BACKGROUND CHECK AFFIDAVIT**  
**(Page 2 of 3)**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)

**typed, printed or stamped**

\_\_\_\_\_  
(Title or rank)

My commission expires:

\_\_\_\_\_  
(Serial number, if any)



ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT  
ASSISTANCE PROGRAM 2012

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

**PROJECT TITLE:** Sullivan Park Expansion/Cove Maritime Village Redevelopment

**APPLICANT:** City of Deerfield Beach and Deerfield Beach Community Redevelopment Agency (CRA)

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity Estimated Cost (Number and/or Footage)	Applicant's Cost	FIND Cost
<p align="center"><b>Total Project Construction Cost = \$4,000,000</b></p>			
<p><b><u>Phase 1</u></b></p>			
Public Input and Master Planning	Lump Sum - \$40,000	\$20,000	\$20,000
Design – Architectural	2.5 % of Project Cost - \$100,000	\$50,000	\$50,000
Design – Engineering (Survey, Site Plan, Testing, Cost Estimate, Implementation Schedule and and Bid Document)	7.5% of Project Cost – \$300,000	\$150,000	\$150,000
Permits and Exemptions	Lump Sum - \$55,000	\$27,500	\$27,500
Project Management	3% of Project Cost – \$120,000	\$60,000	\$60,000
		<b>\$ 615,000</b>	<b>\$307,500</b>
		<b>\$ 615,000</b>	<b>\$307,500</b>

**\*\* TOTALS =** **\$ 615,000** **\$307,500** **\$ 307,500**

**RESOLUTION NO. 2013/**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING THE AGREEMENT WITH BERMELLO, AJAMIL & PARTNERS, INC. FOR PROFESSIONAL SERVICES FOR THE SULLIVAN PARK REDEVELOPMENT FOR THE AMOUNT OF \$75,930.00**

**WHEREAS**, the CRA undertook a Request for Qualifications pursuant to the Competitive Consultant's Negotiations Act (CCNA) for professional services; and

**WHEREAS**, the scope of services will cover Phase I (Master Plan) for architectural and engineering services; and

**WHEREAS**, the Master Plan scope of work is \$35,255 and the required surveys, data gathering, mapping and assessments total \$39,925, reimbursables of \$750.00 for a total amount of \$75,930.00; and

**WHEREAS**, CRA Staff recommends the approval of the Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 does hereby approve the Agreement with Bermello, Ajamil & Partners, Inc. to provide professional services for Sullivan Park Redevelopment for the sum amount of \$75,930.00. The Chair is hereby authorized to execute any required documents.

**Section 3.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

---

JEAN M. ROBB, CHAIR

ATTEST:

---

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/CRA/Bermello Ajamil Sullivan Park

---

**REQUESTED ACTION:**

Approve resolution to fund Chen Moore Associates' scope of services for the design, permitting and construction administration for SE 15<sup>th</sup> Avenue streetscape improvements for an amount not to exceed \$28,775.00.

---

**SUMMARY EXPLANATION/BACKGROUND:**

When the Cove Gardens neighborhood improvements were designed in 2011, consensus was not reached regarding the desired redevelopment of SE 15<sup>th</sup> Avenue and therefore, not included in the current construction project.

This small roadway segment has multiple redevelopment challenges, including:

1. It is one of the main entrances/exits to and from the Cove residential neighborhood, so there is an expectation for beautification
2. It carries a good deal of commercial traffic due to its proximity to two major shopping centers
3. It is the 'back door' of seven (7) Cove Shopping Center properties and includes a convenience store, jewelry store, thrift shop, restaurants and medical offices – as such it is used for permitted and unpermitted parking and commercial deliveries
4. It has traffic calming/directional medians that are frequently criticized by residents and property owners for various reasons
5. It is directly between two improved right of way projects – the Cove Shopping Center and Cove Gardens neighborhood and is the only unimproved roadway segment in the area.

For the CRA Board's consideration, CRA staff requested that Chen Moore Associates prepare a scope of services to study SE 15<sup>th</sup> Avenue, design a redevelopment concept for presentation to stakeholder property owners and the public for input and consensus building. The scope, anticipating achieving a satisfactory level of consensus, also provides for full design, permitting and construction management. The scope of services includes designing an independent exfiltration trench drainage system to improve drainage on this roadway segment and further improve the efficiency of the adjacent Cove Gardens drainage system by reducing runoff.

Chen Moore Associates will also be delivering a statement of probable cost for construction that will be accurate to +/- 20%. It is anticipated that the construction cost will require CRA Board approval and will be proposed for 'low bid' procurement.

If approved, Chen Moore would proceed with the scope of services immediately so that if desired, construction could dovetail with Cove Gardens improvements. Chen Moore Associates is under contract with the CRA for the design and construction of Cove Gardens Neighborhood Improvements and this is a change order to their original scope of services. Because previous

DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY

Agenda Item 2  
Tuesday June 11, 2013

change orders exceed 10% of the original contract and the scope of services is in excess of \$25,000, CRA Board approval is required for the expenditure. Adequate funds are available in CRA Budget line item 190-8000-552-32-99 (Other Contractual Services) for this scope of services.

---

**ATTACHMENTS:**

Scope of Services

Pictures of SE 15<sup>th</sup> Avenue Existing Conditions

Resolution



500 W. Cypress Creek Rd., #630  
Fort Lauderdale, FL 33309  
Phone: (954) 730-0707  
Fax: (954) 730-2030  
[www.chenmoore.com](http://www.chenmoore.com)

June 6, 2013

SENT VIA E-MAIL ([KMory@Deerfield-Beach.com](mailto:KMory@Deerfield-Beach.com))

City of Deerfield Beach CRA  
**Attention: Kris Mory, CRA Director**  
150 NE 2nd Avenue  
Deerfield Beach, FL 33441

**Subject: Proposal for Cove Gardens Improvements – 15<sup>th</sup> Avenue Improvements  
CMA Proposal No. 011.149AD4**

Dear Ms. Mory:

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 Cove Gardens Improvement 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 Design, Permitting and Construction Observation for the proposed Cove Gardens Improvements. Cove Gardens is generally located south of the Hillsboro Boulevard Alley, north of SE 4<sup>th</sup> Street, east of SE 12<sup>th</sup> Avenue and west of SE 15<sup>th</sup> Avenue, including SE 3<sup>rd</sup> Street west of SE 12<sup>th</sup> Avenue. The proposed improvements include the design of streetscaping including lighting, landscaping and sidewalks, roadway design and new drainage facilities to address surface water issues within the neighborhood. This proposal is an addendum to the original scope dated February 17, 2011 and is for professional services relating to modifications along SE 15<sup>th</sup> Avenue. The limits of this project are from south of Hillsboro Boulevard along SE 15<sup>th</sup> Avenue to north of SE 4<sup>th</sup> Street within the CRA right of way. The professional services shall include Task 1: Chen Moore and Associates (CMA) will review the existing infrastructure information and coordinate with CRA staff to determine the improvements needed to develop this area which encompasses both commercial and residential properties. Task 2: CMA will perform design and permitting for streetscaping including lighting, landscaping and sidewalks, parking upgrades and roadway design and new drainage facilities. Task 3: CMA will provide construction administration services.

#### **Engineering Design and Permitting**

##### Task 1.1 Preliminary Assessment

CMA shall use the existing site conditions to determine alternatives for improvements to SE 15<sup>th</sup> Avenue. This will include an assessment of the parking facilities, sidewalks, lighting and roadway improvements.



500 W. Cypress Creek Rd., #630  
Fort Lauderdale, FL 33309  
Phone: (954) 730-0707  
Fax: (954) 730-2030  
[www.chenmoore.com](http://www.chenmoore.com)

- a) Traffic Counts – CMA will retain a qualified and competent traffic count consultant to conduct traffic counts at SE 15<sup>th</sup> Avenue and SE 3<sup>rd</sup> Court intersection in order to assess the traffic patterns at this location. Counts will be taken for a two hour period at peak times.

#### Task 2.1 Preliminary Engineering

- a) Geotechnical Engineering – CMA will retain a qualified and competent geotechnical engineer to perform services which shall include 1 FDOT Standard exfiltration test, 1 Standard Penetration Test, and 1 asphalt core.
- b) Existing Utilities – CMA will review the existing records and atlases to locate critical infrastructure. These records will be field verified by surface indicators (i.e. catch basins, manholes, etc.). Up to eight (8) testholes will be performed as part of this project to verify existing utilities.

#### Task 2.2 Engineering Design

CONSULTANT shall perform the required engineering design for the purpose of creating plans and specifications related to existing conditions taking into account surrounding private properties just outside of right of way, roadway re-alignment, streetscaping design, drainage design, pipeline plans and standard details. Design shall be based on Task 1. All engineering and support staff time associated with these plans and specifications are included herein. A preliminary cost estimate which should be valid to +/- 20% shall be provided with this task.

#### Task 2.3 Environmental Permitting

The CONSULTANT shall prepare and submit the permit applications for the construction of the improvements designed and process them through the following regulatory agencies:

- Municipal Permitting
- Broward County Environmental Protection and Growth Management Department (BCEPD)
- South Florida Water Management District (SFWMD) (if required)

CRA shall be responsible for all permitting fees.

#### Task 2.4 Final Engineering Plans and Bidding

- a) Final Plans and Specification Preparation

Based on all of the comments from the regulatory agencies listed in Task 2 and comments from the CRA, CONSULTANT shall finalize the plans and specifications. CONSULTANT shall attend up to two (2) meetings with CRA Staff to review the Final Engineering submittal. Associated with the Final Engineering submittal shall be a preliminary cost estimate which should be valid to +/- 10%.

- b) Bidding and RFI's

CONSULTANT shall attend the pre-bid meeting and bid opening as required. CONSULTANT shall participate in the pre-bid meeting as directed by the CRA. CONSULTANT shall reply to all



500 W. Cypress Creek Rd., #630  
Fort Lauderdale, FL 33309  
Phone: (954) 730-0707  
Fax: (954) 730-2030  
[www.chenmoore.com](http://www.chenmoore.com)

Requests for Information (RFIs) as part of the bidding process. CONSULTANT shall review all of the bids accepted by the CRA for responsiveness. The bid tabulation/schedule of values (if either is available) will be reviewed for bid balance. CONSULTANT shall issue a memorandum to the CRA commenting on the bid of the low bidder(s).

### Construction Phase

#### Task 3 Construction Inspection

CONSULTANT shall review shop drawings and attend the project final inspection to ensure the integrity of the design intent, and certify to the CRA that the construction work has been completed in substantial compliance with the approved plans, specifications and permits.

CONSULTANT shall respond to all contractor inquiries relating to the plans and specifications.

The maximum number of hours provided under this agreement for services referred within this task is sixteen (16) hours for design engineer and three (3) hours for senior inspector to attend final inspection.

### Deliverables

CONSULTANT shall provide up to four (4) copies of the plans and specifications for both the Preliminary and Final Engineering Submittals. Preliminary Engineering Plans will be submitted within ninety (90) days of NTP provided by CRA. Final Engineering plans will be submitted within thirty (30) days of the receipt of the final comments from the CRA or final permit approval, whichever is later.

### Fee

	<b>FEE SUMMARY</b>	<b>LUMP SUM FEE</b>
TASK 1	PRELIMINARY ASSESMENT	\$ 980.00
TASK 2	DESIGN AND PERMITTING	\$ 22,690.00
TASK 3	CONSTRUCTION PHASE	\$ 5,105.00
	<b>TOTAL FEES</b>	<b>\$ 28,775.00</b>

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707, ext.1008 or send me an electronic message at [sbrea@chenmoore.com](mailto:sbrea@chenmoore.com).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Safiya T. Brea', is written over a horizontal line.

CHEN MOORE AND ASSOCIATES  
Safiya T. Brea, P.E.  
Senior Engineer

Attachment(s): Fee Worksheet

CHEN MOORE & ASSOCIATES

EXHIBIT A

DATE: 6/6/2013

**CITY OF DEERFIELD BEACH CRA  
COVE GARDENS NIP - 15TH AVENUE IMPROVEMENTS  
FEE WORK SHEET**

	Sub-Consultant OTHER	Clerical \$ 60.00	Inspector \$ 88.00	Senior Inspector \$ 125.00	Technician \$ 75.00	Engineer \$ 85.00	Project Engineer \$ 100.00	Senior Engineer/LA \$ 155.00	Project Manager \$ 155.00	Principal \$ 210.00
<b>TASK 1</b>	<b>PRELIMINARY ASSESMENT</b>									
1.1	PRELIMINARY ASSESMENT	\$ 400.00				5				1
<b>TASK 2</b>	<b>PHASE 2 - DESIGN AND PERMITTING</b>									
2.1	PRELIMINARY ENGINEERING	\$ 4,000.00				4				2
2.2	ENGINEERING DESIGN	\$ 5,600.00				32		16		4 2
2.3	ENVIRONMENTAL PERMITTING					16		12		2 1
2.4	FINAL ENGINEERING PLANS AND BIDDING					8		10		4 1
<b>TASK 3</b>	<b>CONSTRUCTION PHASE</b>									
	CONSTRUCTION INSPECTIONS	\$ 2,250.00			3					16
<b>TOTAL FEES</b>										
<b>TASK TOTAL:</b>										
<b>TASK 1</b>	<b>PRELIMINARY ASSESMENT</b>	\$ 980.00								
<b>TASK 2</b>	<b>PHASE 2 - DESIGN AND PERMITTING</b>	\$ 22,690.00								
<b>TASK 3</b>	<b>CONSTRUCTION PHASE</b>	\$ 5,105.00								
	<b>TOTAL FEES</b>	\$ 28,775.00								

\*REIMBURSABLE FEES ARE NOT INCLUDED AND WILL BE BILLED SEPARATELY.

**SE 15<sup>th</sup> Avenue – Existing Conditions**



**SE 15<sup>th</sup> Avenue and Hillsboro Boulevard**



Two properties have their 'front door' on SE 15<sup>th</sup> Avenue and have off street parking



Illegal parking (these are employee vehicles) in the swale and broken, incomplete sidewalks

**RESOLUTION NO. 2013/**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING PROPOSAL NO. 11.149AD4 SUBMITTED BY CHEN MOORE ASSOCIATES TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION ADMINISTRATION FOR SE 15<sup>TH</sup> AVENUE STREETScape IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_ AS PART OF AS PART OF THEIR CONTINUING SERVICES AGREEMENT FOR THE COVE GARDENS PROJECT**

**WHEREAS**, the CRA has approved the Cove Gardens improvement project (the Project); and

**WHEREAS**, when the Cove Gardens neighborhood improvements project was designed in 2011, the CRA was unable to arrive at a consensus regarding the desired redevelopment of SE 15<sup>th</sup> Avenue and therefore was not included within the original scope of services; and

**WHEREAS**, Chen Moore Associates has submitted a scope of services for the above referenced work; and

**WHEREAS**, CRA staff recommends approval of the proposal submitted by Chen Moore Associates;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT 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 Board does hereby approve Proposal No. 11.149AD4 submitted by Chen Moore Associates in the amount of \_\_\_\_\_. The Chair is authorized to execute the appropriate documents.

**Section 3.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

---

JEAN M. ROBB, CHAIR

ATTEST:

---

ADA GRAHAM JOHNSON, MMC, CITY CLERK

DEERFIELD/CRA/Chen Moore 15<sup>th</sup> Avenue

**Deerfield Beach  
Community Redevelopment Agency  
Monthly Expenditure Report**

6/11/2013

As per CRA Resolution 2011-011

**Expenditures**

Date	Project	Expenditure Description	Amount
		No Expenditures To Report	