

Meeting Date: February 10, 2015

Agenda Item 11

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, LLC FOR PROFESSIONAL DESIGN SERVICES FOR THE BEACH COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE. (\$297,500.00)

OR MOTION: _____

Summary of Purpose and Why: RLI E-60-14 advertised for design services and site development of The Beach Community Center and WZA was the highest ranked firm via the RLI. This project consists of design and construction of a new Beach Community Center. The scope will include professional consulting services for the design, bidding, site development, and construction phase services for a new Community Center. The project is estimated to be in excess of \$2,000,000.00 construction cost.



Accomplishing this project supports achieving objective "3.1.1. Establish a Barrier Island Community Center" identified in the City's Superior Capacity Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan/Tammy Good Ext 4097/5512
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$297,500.00, CIP# 15-255

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	01/30/15	APPROVE	<i>[Signature]</i>
General Services	01/30/15	APPROVE	<i>[Signature]</i>
Finance	2/2/15	APPROVE	<i>[Signature]</i>
Parks & Recreation	2/4/15	APPROVE	<i>[Signature]</i>
City Attorney	01/30/15	APPROVE	Memo# 2015-502 <i>[Signature]</i>
Budget	2-2-15	APPROVE	<i>[Signature]</i>

- Advisory Board
- Development Services Director
- City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



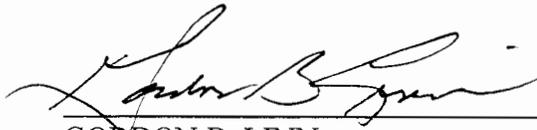
City Attorney's Communication #2015-502
January 29, 2015

TO: Tammy Good, P.M.P., Civil Engineer II
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Walters Zackria Associates, PLLC

As requested in your e-mail dated January 29, 2015, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, PLLC FOR PROFESSIONAL DESIGN SERVICES FOR THE BEACH COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



GORDON B. LINN

GBL/jrm
l:cor/engr/2015-502

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, PLLC FOR PROFESSIONAL DESIGN SERVICES FOR THE BEACH COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an agreement between the City of Pompano Beach and Walters Zackria Associates, PLLC for professional design services for the beach community center, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Walters Zackria Associates, PLLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

MEMORANDUM

Engineering

Memorandum No. 15- 58

DATE: January 29, 2015

TO: Gordon Linn, City Attorney

FROM: Tammy Good, PMP, Civil Engineer II 

SUBJECT: Request for Resolution-Walters Zackria and Associates PLLC
Design Services for The Beach Community Center

Design Services for this project were advertised via a separate RLI E-60-14 and WZA was ranked highest. The RLI was approved at the October 14, 2014 commission meeting, after which negotiations for scope and fees begun.

Please prepare a resolution to authorize the proper City officials to execute the attached Consulting Agreement with Walters Zackria and Associates for Design and Construction Administration Services for The Beach Community Center in the amount of \$297,500.00.

Please do not hesitate to contact me if any additional information is needed.

Thank you.

**CITY OF POMPANO BEACH,
FLORIDA**

CONSULTANT AGREEMENT

with

Walters Zackria Associates



**CONTRACT FOR PROFESSIONAL DESIGN SERVICES
For
THE BEACH COMMUNITY CENTER**

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and WZA () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No E-60-14 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Abbas H. Zackria

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on February 11, 2015 and complete all services by February 11, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will complete the services specified in Exhibit A during the term of this Agreement set forth in Article 2, above.

B. Price Formula. City agrees to pay Consultant for the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month.

[OR]

[Payment of a Lump Sum Fee of \$297,500.00.]

[OR]

[Payment of an Hourly Rate of \$_____.]

C. The total amount to be paid by the City under this Contract for all services and materials including "out of pocket" expenses (specified in Paragraph E below) and also including any approved subcontracts shall not exceed a total contract amount of Two hundred Seventy-Seven Thousand Five Hundred Dollars (\$277,500.00). The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed Twenty Thousand Dollars (\$20,000.00) and as provided for in Paragraph C of this Article. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These

provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings 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, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that 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. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties

hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Walters Zackria Associates
620 Southeast 1st Street
Fort Lauderdale, Florida 33301

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Witnesses:

Walters Zackria Associates

[Signature]
Signature

Oscar Martinez
Name Typed, Printed or Stamped

By: [Signature]
Signature

Abbas A. Zackria
Name Typed, Printed or Stamped

Title: President

Address: 620 SE 1st St
Fort Lauderdale, FL 33301

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of JANUARY, 2015 by ABBAS ZACKRIA, on behalf of WALTERS ZACKRIA ASSOCIATES He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



JOSEPHINE LACHICA
MY COMMISSION # EE 200936
EXPIRES: July 7, 2016
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
JOSEPHINE LACHICA

(Name of Acknowledger Typed, Printed or Stamped)

EE 200936

Commission Number

Exhibit A

Walters • Zackria Associates

Architecture • Planning • Design

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

November 24, 2014 (revised 1-7-15)

Ms. Tammy Good
Project Manager
City of Pompano Beach
1201 NE 5th Ave, Pompano Beach, FL 33060

Re: New Beach Community Center –
Architectural and Engineering Services Fee Proposal

Dear Ms. Good:

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Beach Community Center Building. The project will include design and construction of a new building to be located over the existing parking lot, adjacent to the new library and fire station. Project site is shown in Attachment 1.

Proposed building will be single story 8,000 sf structure. This building will include auditorium, meeting rooms, classrooms, reception area, kitchen, and restrooms.

Site design will be required to modify existing parking and circulation drives. Project will be submitted to DRC, AAC, and P&Z for review and approval.

It is assumed that the existing site is platted for the proposed building size and use.

The project will include the following service tasks:

Phase 1- Design Phase Services

Task 1 – Building Programming Services

Walters Zackria Associates will review the needs assessment and develop a building program. Program will convert the City's needs into building areas with approximate spatial size, adjacency relationships, equipment requirements, occupancy requirements, future use and programmatic considerations, etc. Standards for spaces or activities will be defined.

Task 2 – Zoning / Site Analysis

Walters Zackria Associates will review the site's existing zoning and plat to determine if future rezoning or replatting will be required. City's zoning code will be reviewed to determine the minimum number of parking spaces, maximum building area and height limitations, impact of setbacks or easements currently in place, amount of pervious area required, minimum lighting levels, minimum landscaping requirements, etc. Existing site will be reviewed for existing trees, landscape features, roadway connections, etc.

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Task 3 – Schematic Site Design

Once a current CAD site survey and plat is received from the City, Walters Zackria Associates will develop a schematic site plan. Site plan will consider existing building location, new building size, massing, location, parking, exterior site functions, ingress and egress, pedestrian and vehicular traffic flows, etc.

Task 4 – Schematic Building Plan Design

After the building program is approved, Walters Zackria Associates will develop schematic building floor plans. Single-story building plan will be developed. The schematic plan will layout all the spaces and functions, traffic patterns, spatial relationships, etc.

Task 5 – Schematic Building Elevation Design

In conjunction with Task 4, Walters Zackria Associates will develop schematic building elevations. .

Task 6 – Design Review

Walters Zackria Associates will meet with City staff to receive comments and input on the proposed schematic site plan, schematic floor plans and schematic elevations.

Task 7 – Update Schematic Designs

After meeting with City staff, Walters Zackria Associates will revise the schematic designs and resubmit them for review and approval.

Task 8 - Renderings

Once a schematic design approval is received from the City, Walters Zackria Associates will proceed with obtaining a 3-dimensional colored rendering showing the new building, the existing building, and the site. A color site plan will be generated to show the approved schematic site layout.

Task 9 - Design Development Document Services and Site Engineering Drawing Preparation

Once a schematic design is approved, Walters Zackria Associates will proceed with design development and site engineering drawings - civil engineering, landscape, irrigation, architectural site plan, site lighting and photometric drawings in preparation for DRC submittal.

WZA will provide building design development documents to include Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection systems design.

Architectural scope of work will include refining the schematic design based on program updates. Building construction systems will be selected and coordinated with other disciplines.

Structural engineering scope of work shall include a foundation, wall and roof design for a new building. Foundation design shall be based on 2500 PSF soil conditions. The building shall be at grade, which will be coordinated with the existing site conditions and FEMA flood elevations.

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Landscape Architecture scope of work shall include landscaping and irrigation system design for the local site. Landscape and irrigation plans will be provided showing existing vegetation and new landscape material.

Civil engineering scope of work will include the design for water service, sewer collection and disposal, storm water drainage, pavement, signage, and striping for site plan review. Civil engineering scope of work will include coordination of all services to the building with the MEP engineers.

Electrical Engineering scope of work shall include electrical service to the building via new service feed from Florida Power and Light. Building power and lighting design will be provided. Site lighting will be provided via building mounted and pole mounted lights. Data connection shall be via a roof mounted satellite tied to city hall. New fire alarm devices shall be tied to new fire alarm panel.

The Plumbing Engineering scope of work shall consist of water supply, sanitary plumbing, and roof drainage to the new building. The automatic fire suppression system is included in the scope of this proposal.

The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new building.

Task 10 - Site Plan Review

Drawings prepared under task 9 will be submitted for City's Site Plan (DRC), AAC, and P&Z Review. Walters Zackria Associates representative will attend review boards and city commission meetings and address any comments, as required.

Tasks 11.1, 11.2, 11.3 – Construction Document Services

Once the Design Development submittal is reviewed and approved by City staff, WZA will proceed with construction documents. Architectural plans, details, and schedules will be completed. Structural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering will be completed. Coordination with site engineering and landscape will be completed. Bid specifications will be provided.

Task 12 – Interior Design Services

WZA will provide owner with material and color selections for the building interior. WZA will modify and adjust the selections based on Owner comments.

Phase 2 – Permitting and Bid Phase Services

Task 13 – Site Permitting

Civil engineering permitting services shall include SFWMD, Broward County Health Department, and Broward County Environmental Section (EPD). Irrigation permitting services shall include SFWMD irrigation water use permit, if required.

Task 14 – Building Permitting

Walters Zackria Associates will submit permit applications to the City's Building Department and address any comments.

Task 15 – Bidding

Walters Zackria Associates will assist the City in selecting a Construction Manager. WZA will address RFI's and issue addenda, as required.

Task 16 - Construction Cost Estimate

Walters Zackria Associates will provide the City with a construction cost estimate for the proposed development.

Phase 3 - Construction Phase Services

Task 17 - Shop Drawing Review

During the construction phase of the project, WZA will provide reasonable and in-house shop drawing review for the CITY and awarded contractor / construction manager. Construction Administration services required to complete the project as defined in the A.I.A. B141, shall be included in Task 18 of this proposal.

Task 18 - Construction Administration Services

During the construction phase of the project, WZA shall provide reasonable Construction Administration services for the CITY and awarded Construction Manager. WZA will provide RFI, request for information review. Construction Administration services shall include (1) on-site meeting per month with the General Contractor, the Subcontractors, and Owner's Representative. WZA will review the construction progress on a bi-weekly basis, review and approve payment applications, review change order requests, provide meeting agenda and meeting minutes, review actual progress with construction schedule, and make any decisions required to clarify the construction documents. Construction Administration Services are budgeted for 20 hours / month for 8 months construction plus 1 month pre-construction and post substantial completion. If the hours are exceeded or the construction duration is extended, the additional hours will be billed on an hourly basis as additional services. Construction Administration Services are based on the City hiring a Construction Manager.

Task 19 - Civil Inspection and Certification Services

During the construction phase of the project, WZA shall provide Civil Engineering Inspections and Certification required by the City's Engineering Department and various permitting agencies.

The Civil Engineering Inspections shall include utilities systems (water, sewer, storm drainage, fire) installation, parking, retention preparation, sub-base, stabilizer rock, and asphalt. A final certification shall be provided to each permitting agency.

LEED SERVICES

Task 20 - LEED Design / Documentation Services

Walters Zackria Associates and its subconsultants will provide design and documentation of LEED credits and includes the following:

1. Calculations associated with assigned LEED credits.
2. Investigation, analysis, and documentation of assigned LEED credits on LEED Online, the web-based on-line tool GBCI uses for submitting certification documentation.
3. Completion of LEED Online Letter Templates and uploading of supporting documentation to LEED Online for all WZA assigned credits.
4. At the end of the design phase, WZA will submit the Design Submittal to GBCI on behalf of the design team. This includes managing and reviewing the LEED certification backup documentation and calculations provided by the design team. Each Credit Guardian will prepare the necessary documentation and upload it to LEED Online, the web-based, on-line tool GBCI uses for submitting certification documentation.

At the end of the construction phase, Construction Manager will submit the Construction Submittal to GBCI on behalf of the team. This includes the CM managing and reviewing the LEED certification backup documentation and calculations provided by the construction team. Each Credit Guardian will prepare the necessary documentation and upload it to LEED Online, the web based, on-line tool GBCI uses for submitting certification documentation.

Client recognizes that each team member assigned credits is responsible to complete the LEED on Line templates and supporting documentation, respond to USGBC comments. Refer to *Agreement* section on page 8 for LEED-related services that are not included in WZA's base scope of services.

LEED Certification goal is "Certified" level.

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Compensation

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown for Tasks 1 to 20 is as follows:

Phase 1 - Design Phase Services

Task 1 - Building Programming Services		\$ 7,000.00
Task 2 - Zoning / Site Analysis		\$ 2,000.00
Task 3 - Schematic Site Plan		\$ 2,000.00
Task 4 - Schematic Building Plans		\$ 7,000.00
Task 5 - Schematic Building Elevations		\$ 7,000.00
Task 6 - Staff Review Meetings		\$ 1,000.00
Task 7 - Update Schematic Designs		\$ 2,500.00
Task 8 - Renderings		\$ 1,500.00
Task 9 - Design Development Document Services and Site Engineering Drawings		
Architectural		\$ 12,000.00
Civil Engineering		\$ 8,000.00
Landscape and Irrigation		\$ 8,000.00
Electrical Engineering		\$ 4,000.00
Task 10 - Site Plan Review		\$ 3,000.00
Task 11.1 - Construction Document Services	60%	\$ 50,000.00
Task 11.2 - Construction Document Services	90%	\$ 25,000.00
Task 11.3 - Construction Document Services	100%	\$ 10,000.00
Task 12 - Interior Design Services		\$ 4,000.00
Phase 1 Total		\$ 154,000.00

Phase 2 - Permitting and Bid Phase Services

Task 13 - Site / Civil Engineering Permit Submittal and Comments		\$ 6,000.00
Task 14 - Building Permit Submittal and Comments		\$ 3,000.00
Task 15 - Bidding Assistance Services		\$ 3,000.00
Task 16 - Construction Cost Estimate Services		\$ 2,500.00
Phase 2 Total		\$ 14,500.00

Phase 3 - Construction Phase Services

Task 17 - Shop Drawing Review Services		
Architectural		\$ 20,000.00
Civil		\$ 4,000.00
Landscape / Irrigation		\$ 4,000.00
MEP		\$ 6,000.00
Structural		\$ 6,000.00

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Task 18 - Construction Administration Services	
Architectural (20 hours @ \$150 / hr x 10 months)	\$ 30,000.00
MEP	\$ 6,000.00
Landscape / Irrigation	\$ 3,000.00
Task 19 - Civil Engineering Inspection and Certification Services	\$ 6,000.00
Task 20 - LEED Design / Documentation Services	\$ 24,000.00
 Phase 3 Total	 \$ 109,000.00
 Project Total – Lump Sum Services	 \$ 277,500.00
Recommended Reimbursable Expense Budget	\$ 20,000.00

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AGREEMENT

Additional services - If requested by the OWNER, shall include additional tasks not specifically mentioned above.

All additional services requested by the OWNER shall be billed at the firm's standard hourly rates. See standard hourly rates listed below. Additional services may include:

Major redesign effort due to change in overall project scope, budget, or programming criteria.

OWNER directed revisions to drawings from previously approved preliminary design documents.

Repair details or as-builts due to OWNER requested changes, contractor's error or unauthorized deviation from contract documents.

LEED-related additional services which may include design, calculations, and/or documentation of the following credits or strategies:

a. Wec2 Innovative Wastewater Technologies, including design of rainwater collection and other greywater systems.

b. EA5 Measurement & Verification.

c. EQc8 Daylighting and/or Views.

d. Goal of Energy savings greater than 30% in EA1.

e. Change in goal to achieve Silver, Gold or Platinum certification which will require additional credits or points analysis.

f. Renewable Energy Systems

LEED Commissioning Services

Structural Threshold / Special Inspection Services

Redesign associated with Pre-construction and Value Engineering Services with Construction Manager.

Payment Terms – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days.

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Ownership of Documents - Documents prepared by architect for the Project are instruments of service and shall remain the property of architect. Record documents of service shall be based on the printed copy. Architect will furnish documents electronically however the OWNER releases architect from any liability that may result from documents used in this form. Architect shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Third Party Claims - The OWNER will compensate architect for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of architect or its subconsultants.

Standard Rates – billing rates for all additional services shall be as per the rates listed in the standard agreement between City of Pompano Beach and Walters Zackria Associates, PLLC.

Shop Drawing Review Assistance - During the construction phase of the project, WZA shall provide reasonable and in-house shop drawing review for the OWNER and awarded contractor.

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President

Construction Administration Assistance – Limited to hours noted in task 18.

Platting – It is assumed that the site is currently platted. If platting is required, the OWNER shall hire a civil engineer / surveyor to obtain a new plat. If the architect hires civil engineer / surveyor for site platting, this shall be an additional service and billed accordingly.

Utility Service Connection – WZA's Consultant shall provide utility service design from the existing site infrastructure to the proposed building site. Bringing utilities from the public ROW is excluded from scope of work.

Traffic Concurrency Review - OWNER shall hire a traffic engineer for any traffic concurrency review, recommendations, and implementation, if required. If the architect hires traffic engineer, this shall be an additional service and billed accordingly.

Site Survey – The OWNER shall hire a survey firm to compile an accurate current CAD survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground fuel storage tanks, and all existing visible and concealed utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information. If the architect hires surveyor, this shall be a reimbursable item.

Geotechnical Testing and Recommendation – The OWNER shall retain a soil testing agency and provide soils borings and exfiltration testing as dictated by the architect or the sub-consultants. If the architect hires geotechnical engineer, this shall be a reimbursable item.

Additional Items - Fees quoted under this proposal shall be valid for 120 days. The project shall be completed with (2) years of the notice to proceed. If the project is delayed beyond that time period, the consultant shall be eligible for additional compensation. Project is going to be designed under FBC 2010. Revising the Construction Documents to meet new Building Code is not in the scope of work. FBC 5th Edition to go into effect 6-30-15.

Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site or building conditions.

Reimbursables - Above listed design costs do not include reimbursable items such as surveys, soil borings, testing, printing, plotting, material boards, renderings, etc. \$20,000.00 would be estimated to cover these costs.

Owner Requirements -

The City will provide all available as-built drawings.
The City will provide a current specific area survey in Autocad 2000 format.
The City shall hire Geotechnical Engineering to perform soil testing.
The City will be responsible for permit fees to all agencies having jurisdiction.
LEED Requirements state that the Owner prepares the Owner's Project Requirements (OPR).

If WZA provides owner required items (survey and soil testing, etc), those costs will the reimbursed by the City.

A schedule for completion of services will be generated once we receive a purchase order or a notice to proceed. Thank you for the opportunity to provide design services. We will initiate work upon receipt of signed proposal. Please contact our office if you have any questions regarding this proposal.

Walters • Zackria Associates

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Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Sincerely,



Abbas H. Zackria, CSI, LEED AP
Principal Architect

Walters • Zackria Associates

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Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Attachment 1



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Vice President

Abbas H. Zackria, CSI
President

EXHIBIT B

RLI# E-60-14
CITY OF POMPANO BEACH
BEACH COMMUNITY CENTER PROJECT

ARCHITECTURAL DESIGN AND ENGINEERING CONSULTING SERVICES

WALTERS ZACKRIA ASSOCIATES, PLLC
SALARY COSTS

	HOURLY
TITLE	RATE
Registered Architect	\$ 200.00
Project Manager 1	\$ 150.00
Project Manager 2	\$ 140.00
Project Manager 3 / Site Inspector	\$ 130.00
Cad Operator Level 1	\$ 115.00
Administrative	\$ 95.00

Rates are effective from 1-1-15 to 12-31-15.

Rates are subject to increase after the effective period. Hourly rates may be adjusted annually after the first full year of this AGREEMENT. In no instance may any adjustment exceed 5% in any one year.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Insurance 3038 N Federal Highway Ft Lauderdale, Florida 33306	CONTACT NAME: Steve Botkin PHONE (A/C, No., Ext): 954-537-3333 E-MAIL ADDRESS: www.stevebotkin.net PRODUCER CUSTOMER ID #:	FAX (A/C, No): 954-537-3332	
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 25178
INSURED Walters-Zackria Associates 620 SE 1st St Fort Lauderdale, FL 33301			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			D086222	01/08/2014	07/08/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below ENOL		N/A	98-BK-S166-9	02/19/2014	02/19/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
				916 9794-59	12/01/2014	06/01/2015	1 MILLION/ 1 MILLION/ 1 MILLION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: City of Pompano Beach

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach Purchasing Department 1190 NE 3 Avenue Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE RS BOTKIN
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