

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS. PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This work authorization will provide the final construction documents for the Esquire Lakes neighborhood Stormwater Improvement Project #14 252. The Esquire Lakes neighborhood ranked number 5 in the Stormwater Master Plan. Mathews Consulting recently completed the preliminary design report refining the recommendations of the master plan and recommending a preferred design. (\$198,389.00)



Accomplishing this item supports achieving initiative "1.6 Improve Stormwater disposal and treatment process" identified in the City's: Great Places Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff, Stormwater Master Plan
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico PE Ext 4507/ 4144
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP Project #14-252 Account No 425-7530-538.65-03, \$198,389.00

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---------------------------|----------------|-----------------------------|---|
| Engineering | <u>3-13-15</u> | APPROVE | <u>Alessandra Delfico</u> |
| Public Works | <u>3/13/15</u> | APPROVE | <u>Robert McCaughan</u> |
| City Attorney | <u>3/14/15</u> | APPROVE | <u>Robert McCaughan</u> |
| Finance | <u>3/16/15</u> | APPROVE | <u>S. Subble</u> |
| Budget | <u>3/17/15</u> | APPROVE | <u>Cheryl A. Koral</u> |

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|-------------|-------------|---------------|----------|
| 1st Reading | 1st Reading | Results: | Results: |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| 2nd Reading | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |



City Attorney's Communication #2015-702

March 12, 2015

TO: Alessandra Delfico, P.E., City Engineer

FROM: Gordon B. Linn, City Attorney

RE: Resolution and Extension Agreement – Mathews Consulting, Inc.

Pursuant to your memorandum dated March 10, 2015, Engineering Department Memorandum No. 15-94, attached please find 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 WORK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS, PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

In addition, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

**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 WORK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS, PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc. for Esquire Lake Neighborhood Stormwater Improvements, a copy of which Work Authorization 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 Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

The services rendered pursuant to this Work Authorization No. WA-10 are in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc. originally dated November 29, 2010 and approved by City Resolution No. 2011-64, with fourth Amendment for additional one year extension on November 10, 2014.

Work Authorization No. 10 – Esquire Lake Neighborhood Stormwater Improvements

A. Background

The City of Pompano Beach (CITY) previously selected Mathews Consulting (CONSULTANT) to prepare a Drainage Preliminary Design Report for the Esquire Lake Neighborhood under Work Authorization No. WA-05. The Drainage Preliminary Design Report provided the recommended improvements to the Esquire Lake Neighborhood in order to address roadway flooding and standing water issues after rainfall events in the neighborhood. The Esquire Lake Neighborhood project limits is bounded on the east by Powerline Road, on the west by NW 27th Avenue, on the south by NW 6th Street and the north by Martin Luther King Boulevard.

As discussed in the Drainage Preliminary Design Report, Alternative 3B was our recommended drainage alternative since it provides the most overall benefit in terms of roadway flooding. Refer to **Figure 6-1** (attached) that shows the recommended drainage facilities along w/ roadside swales for Alternative 3B.

The CITY also requested that the existing 36-inch exfiltration trench, manholes and inlets along NW 6th Court be replaced with a new 42-inch exfiltration trench, manholes and inlets. Refer to **Figure 2** (attached) that shows this drainage work for NW 6th Court.

B. Scope of Services

The CONSULTANT will provide professional engineering services to the CITY for the installation of new Drainage System within the project area. The Engineering Services of CONSULTANT shall include the following tasks:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Public Outreach
- Task 6 – Bidding
- Task 7 – Construction Administration

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

Task 1 – Project Management

Subtask 1.1 Overall Project Management

CONSULTANT shall provide overall project management during the Design Phase which includes monitoring progress of work on a weekly basis for billing and compliance with established schedule, budget and work

quality requirements, and coordination with CITY and team subconsultant(s) to ensure timely project deliverables and budget management.

Subtask 1.2 Design Workshop Meetings

CONSULTANT shall attend one (1) kick-off meeting and three (3) design workshop meetings with the CITY and provide a written summary of the issues discussed.

Task 2 - Data Collection

Subtask 2.1 Topographical Survey

CONSULTANT shall furnish the services of a professional surveyor to provide additional survey services for areas that were not included in WA-5, consisting of field topography and horizontal locations referenced by baseline stationing. This control will be referenced using the 1983 NAVD/2007 NSR datum. All existing facilities and utilities within the full right-of-way of the design limits will be referenced by baseline station with an offset distance (left or right) from the baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east where applicable. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the right-of-way (including 10-feet back on each side of the right-of-way) of the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, railway tracks, canals, bridges, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency.
 - b. Location of all known above and below ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Reclaimed Water (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures.

This will include coordination with Sunshine and City of Pompano Beach.
 - c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines (per property tax information provided by City), block numbers and dedicated easements.
 - d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades, low points and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks.
 - e. The survey shall include topography of the complete intersection, 50 feet beyond radius returns, at the intersection end of each street.
 - f. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.

2. CONSULTANT shall “ground truth” the survey by walking the site and comparing the completed survey with existing conditions.
3. The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20'.

Subtask 2.2 Field Verification (soft digs)

CONSULTANT shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately sixty-five (65) utility locations will need to be pot-holed. The cost of providing the professional underground services company will be treated as a utility allowance with an authorized upper limit (\$19,500).

Subtask 2.4 Field Verification (utility targeting)

CONSULTANT shall furnish the services of a professional underground services company to provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected. The field sheets shall be provided to the Surveyor. The cost of providing the professional underground services company will be treated as a utility allowance with an authorized upper limit (\$7,000).

Task 3 - Design Services

Subtask 3.1 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 3.2 Design Drawings

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. CONSULTANT shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format and the layering system for design elements shall be CONSULTANT's standard. Drawings shall be submitted for CITY review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents. CONSULTANT shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

Subtask 3.3 Technical Specifications

Specifications are to be prepared by CONSULTANT for bidding purposes for the drainage system. The Front-End Contract Documents are to be prepared by the CITY. Specifications shall be submitted for CITY review at

50%, 75% and 100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents.

Subtask 3.4 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 50%, 75% and 100% drawings and specifications. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the CITY during the 50%, 75% and 100% design reviews.

Subtask 3.5 Quality Assurance

CONSULTANT shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

Task 4 - Permitting

During the Design Phase the CONSULTANT shall meet with the potential permitting and other interested agencies to determine all potential design permitting requirements. Agencies anticipated to have interest in the project include:

- South Florida Water Management District (Water Use Application for Dewatering).
- Broward County Environmental Licensing & Building Permitting Division (Surface Water Management License Application).
- Broward County Environmental Licensing & Building Permitting Division (Environmental Resource Permit Application).

Permit applications shall be completed for each of the permitting agencies. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

In addition to preparing the permit applications for appropriate agencies, CONSULTANT shall assist CITY in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each regulatory agency.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

Subtask 4.1 Dewatering Permit (SFWMD)

CONSULTANT shall prepare and submit "Water Use Permit Application" for dewatering to South Florida Water Management District (SFWMD).

Subtask 4.2 Surface Water Management License (Broward County)

CONSULTANT shall prepare and submit "Surface Water Management License Application" to Broward County Environmental Licensing & Building Permitting Division.

Subtask 4.3 Environmental Resource Permit (Broward County)

CONSULTANT shall prepare and submit "Environmental Resource Permit Application" to Broward County Environmental Licensing & Building Permitting Division.

Task 5 – Public Outreach**Subtask 5.1 Resident Meetings**

CONSULTANT shall attend up to two (2) meetings prior to construction with the homeowners in the project area. The meetings shall be coordinated by the CITY and one of the meetings shall also be attended by the Contractor. This will also include assistance with the development of presentation materials for the public meeting for the affected residents.

Task 6 - Bid Phase Services**Subtask 6.1 Prepare Bid Documents**

Prepare Contract Document packages (i.e. drawings and specification) for CITY advertisement and bidding purposes. Drawings to be full size (22" x 34") format. CONSULTANT shall also provide the CITY with a copy of Contract Documents in pdf format.

Subtask 6.2 Pre-Bid Conference

CONSULTANT shall prepare agenda and conduct pre-bid conference with interested contractors and CITY staff. CONSULTANT shall prepare and distribute meeting minutes.

Subtask 6.3 Bid Clarification

Respond to questions from prospective bidders and suppliers. CONSULTANT shall issue addenda and shall provide supplemental information or clarification as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Subtask 6.4 Contract Award

CONSULTANT shall attend the bid opening, review bid packages received, prepare bid tabulation sheet and recommend award.

Subtask 6.5 Conformed Contract Documents

CONSULTANT shall prepare conformed Contract Documents for use by the Contractor and CITY during construction.

Task 7 - Construction Services

Subtask 7.1 Preconstruction Conference

CONSULTANT shall attend a preconstruction conference with representatives of CITY, contractors and major subcontractors for the construction contract. CONSULTANT shall prepare, in writing, minutes of conference.

Subtask 7.2 Submittal Review

CONSULTANT shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction contract documents. Review of up to 40 submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. Consultant will submit reviewed shop drawings/submittals to CITY for their records.

Subtask 7.3 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the 10-month construction period. A total of twelve (12) RFI responses have been included in this task. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

Subtask 7.4 Progress Meetings

CONSULTANT shall attend up to five (5) monthly construction progress meetings to be held at an acceptable location. The CITY's project construction manager shall provide a written summary of the issues discussed.

Subtask 7.5 Certification of Construction Completion

CONSULTANT shall certify to Broward County and SFWMD based on the visible project features, CITY's full-time inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications. NOTE: in order to provide these certifications, the CONSULTANT will need to perform periodic inspections of the work included in the permits. This inspection work will be submitted as a separate Work Authorization after the contractor has been selected for the project.

C. Assumptions

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. The scope and budget are based on the design, permitting and bidding of a storm water system only. If additional underground utilities are added to the project, an Amendment to this Work Authorization will be executed for this work.
2. CITY will provide CONSULTANT available record drawings of existing facilities and proposed facilities within the project area prior to the NTP date.
3. CALTROP personnel will assist in field verification of affected existing CITY utilities. **This includes painting the locations of water mains & services, raw water mains, sanitary sewers and laterals, reuse pipes and force mains in the field for the surveyor in a timely manner.**

4. The CITY will provide CONSULTANT an electronic version of "front end" contract documents in MICROSOFT "WORD" version format.
5. Surveying and legal work necessary to prepare document for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements is the responsibility of the CITY.
6. The CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
7. The CITY will provide CONSULTANT an electronic version of latest CITY standard details in AUTOCAD Version 2013 format.
8. A single bidding effort is assumed for the project. Re-bidding of the project is considered an Additional Services item.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
10. CONSULTANT assumes that there are no contaminated soils or groundwater in or around the project area.
11. During construction, CITY Staff will be onsite daily and will be the Contractor's primary point of contact. CITY will provide CONSULTANT with daily inspection reports and digital project photos.
12. Inspection Services are not included in this Work Authorization. They will be submitted as a separate WA after the Contractor has been selected for the project.
13. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawing files. Two sets of signed and sealed RECORD drawings by Florida Registered Surveyor will then be submitted by the Contractor to the CITY. One set of RECORD drawings for each permit certification (total of 3) will be provided to CONSULTANT for submittal to the permitting agencies.

D. Additional Services

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, utility locates, reuse water improvements to the project area that are not covered under this Work Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

A detailed description of the work to be undertaken.

A budget establishing the amount of the fee to be paid in accordance with the Agreement.

A time established for completion of the work.

E. Obligations of the CITY

1. The CITY shall provide the CONSULTANT in a timely manner, record data and information related to the reuse system, sewer system, water distribution system, raw water system, stormwater system and streets within the project as necessary for the performance of services specified herein. This includes painting the locations of the water mains and services, raw water mains, sanitary sewers and laterals, force mains, reuse mains and stormwater facilities in the field for the surveyor within 5 calendar days of Notice-to-Proceed.

2. With assistance by CONSULTANT, as described herein, the CITY, as applicant shall obtain approvals and permits from all governmental authorities having jurisdiction over the project. The CITY is responsible for the payment of all permit application fees.

F. Compensation

Compensation by the CITY to the CONSULTANT for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc., dated November 29, 2010 and approved by City Resolution #2011-64. The estimated compensation for the services described in this Work Authorization is **\$197,592.00** as shown in **Table 1** below and further detailed in **Attachment A**.

TABLE 1: LABOR AND EXPENSE SUMMARY.

| <u>Engineering Services</u> | <u>Estimated Fees</u> |
|--------------------------------------|-----------------------|
| Task 1 – Project Management | \$ 9,886.00 |
| Task 2 – Data Collection | \$ 62,873.00 |
| Task 3 – Design Services | \$ 83,710.00 |
| Task 4 – Permitting | \$ 10,827.00 |
| Task 5 – Public Outreach | \$ 3,244.00 |
| Task 6 – Bidding | \$ 4,662.00 |
| Task 7 – Construction Administration | \$ 21,187.00 |
| Reimbursables (NTE) | \$ 2,000.00 |
| TOTAL PROJECT COST | \$ 198,389.00 |

G. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract). Refer to **Attachment B**.

| Engineering Services | Time per Phase | Cumulative Time |
|--------------------------------------|-------------------------|------------------------|
| Task 1 – Project Management | On-going | On-going |
| Task 2 – Data Collection | 14 weeks | 14 weeks |
| Task 3 – Design | 16 weeks ⁽¹⁾ | 24 weeks |
| Task 4 – Permitting | 8 weeks | 28 weeks |
| Task 5 – Public Outreach | As required | As required |
| Task 6 – Bidding | 8 weeks | 36 weeks |
| Task 7 – Construction Administration | 40 weeks | 46 weeks |

⁽¹⁾ Estimated, based upon usual regulatory agency review period.

H. Deliverables

| TASKS | DELIVERABLES | QUANTITY |
|-----------------------|--|--|
| 3 Design | 50% Drawings & Specs 75% Drawings & Specs 100% Drawings & Specs Cost Estimate @ 50%, 75% and 100% | 4 – Sets (22" x 34") 4 – Sets (22" x 34") 4 – Sets (22" x 34") 4 – Sets (22" x 34") |
| 4 Permitting | Permit Application Package(s) | 4 – Sets Each Permit |
| 6 Bidding | Bid Sets | 2 – Sets (22" x 34") & pdf |
| 6 Conformed Documents | City Sets Contractor Construction Sets | 4 – Sets (22" x 34") & pdf 5 – Sets (22" x 34") |

"CITY":

CITY OF POMPANO BEACH

Witnesses:

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved as to Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this ____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** 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 SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Witnesses:

[Signature]

[Signature]

CONSULTANT":

MATHEWS CONSULTING, INC.

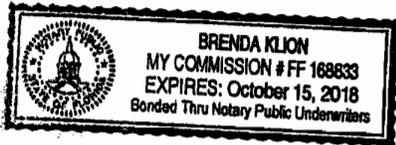
By:

[Signature]
Rene L. Mathews, P.E., President
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instruments were acknowledged before me this 10th day of March 2015, by **RENE MATHEWS** as President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary's Seal:



[Signature]
Notary Public, State of Florida

[Signature]
(Name of Acknowledger Typed, Printed or Stamped)

FF 168633
Commission Number

Attachment A
City of Pompano Beach
Esquire Lake Neighborhood Stormwater Improvements

Engineering Fee Proposal

| Task No. | Task Description | Labor Classification and Hourly Rates | | | | | | | Total Labor | Sub-Consultant Services |
|----------|---|---------------------------------------|-------------------------------------|------------------------|-------------------------------|------------------------------|---------------------|-----------------|-----------------|-------------------------|
| | | Principal Engineer \$152.34 | Senior Project Engineer \$139.73 | Engineer I \$114.52 | Senior Eng. Tech. \$102.96 | Senior Inspector \$105.06 | Clerical \$62.53 | | | |
| 1 | Project Management | | | | | | | | | |
| 1.1 | Overall PM | 40 | | | | | | \$6,094 | | |
| 1.2 | Design Workshop Meetings | 15 | 9 | | | | 4 | \$3,793 | | |
| | Subtotal Task 1 | 55 | 9 | 0 | 0 | 0 | 4 | \$9,886 | \$0 | |
| 2 | Data Collection | | | | | | | | | |
| 2.1 | Topographical Survey | 1 | | 4 | 4 | | | \$1,022 | \$26,500 | |
| 2.2 | Field Verification (soft-digs) | 2 | | 5 | 15 | | | \$2,422 | \$19,500 | |
| 2.3 | Field Verification (utility targeting) | 2 | | | 8 | | | \$1,128 | \$7,000 | |
| | Subtotal Task 2 | 5 | 0 | 9 | 27 | 0 | 0 | \$4,572 | \$53,000 | |
| 3 | Design Services | | | | | | | | | |
| 3.1 | Utility Coordination | 2 | | 5 | 8 | | | \$1,701 | | |
| 3.2a | 50% Design Drawings | 15 | 40 | 80 | 100 | | | \$27,332 | | |
| 3.2b | 75% Design Drawings | 15 | 40 | 80 | 100 | | | \$27,332 | | |
| 3.2c | 100% Design Drawings | 10 | 20 | 40 | 60 | | | \$15,076 | | |
| 3.3 | Technical Specifications (50%, 75% & 100%) | 30 | | | | | 25 | \$6,133 | | |
| 3.4 | Construction Cost Opinion (50%, 75% & 100%) | 3 | 25 | | | | | \$3,950 | | |
| 3.5 | Quality Assurance | 4 | | | | 15 | | \$2,185 | | |
| | Subtotal Task 3 | 79 | 125 | 205 | 268 | 15 | 25 | \$83,710 | \$0 | |
| 4 | Permitting | | | | | | | | | |
| 4.1 | SFWMD Water Use Permit (dewatering) | 4 | 15 | 5 | 2 | | 2 | \$3,609 | | |
| 4.2 | Broward County Surface Water Mgmt License | 4 | 15 | | 2 | | 2 | \$3,036 | | |
| 4.3 | Environmental Resource Permit | 4 | 15 | 10 | 2 | | 2 | \$4,181 | | |
| | Subtotal Task 4 | 12 | 45 | 15 | 6 | 0 | 6 | \$10,827 | \$0 | |
| 5 | Public Outreach | | | | | | | | | |
| 5.1 | Resident Meetings (total of 2) | 12 | | 6 | 3 | 4 | | \$3,244 | | |
| | Subtotal Task 5 | 12 | 0 | 6 | 3 | 4 | 0 | \$3,244 | \$0 | |
| 6 | Bidding | | | | | | | | | |
| 6.1 | Prepare Bid Documents | 3 | | | 3 | | 3 | \$953 | | |
| 6.2 | Pre-Bid Conference | 5 | | | | | 1 | \$824 | | |
| 6.3 | Bid Clarification | 2 | | 1 | 2 | | 2 | \$750 | | |
| 6.4 | Contract Award | 3 | | | | 4 | 2 | \$1,002 | | |
| 6.5 | Conformed Contract Documents | 2 | | | 5 | | 5 | \$1,132 | | |
| | Subtotal Task 6 | 15 | 0 | 1 | 10 | 4 | 13 | \$4,662 | \$0 | |
| 7 | Construction Administration | | | | | | | | | |
| 7.1 | Preconstruction Conference | 8 | | | | | 2 | \$1,344 | | |
| 7.2 | Submittal Review | 10 | | 25 | | 40 | | \$8,589 | | |
| 7.3 | Construction Clarifications | 20 | | | | 5 | | \$3,572 | | |
| 7.4 | Progress Meetings (total of 5) | 20 | | | | | | \$3,047 | | |
| 7.5 | Certify Stormwater Permits to Agencies | 25 | | | 5 | | 5 | \$4,636 | | |
| | Subtotal Task 7 | 83 | 0 | 25 | 5 | 45 | 7 | \$21,187 | \$0 | |
| | Labor Subtotal Hours | 261 | 179 | 261 | 319 | 68 | 55 | | | |
| | Labor Subtotal Costs | \$39,761 | \$25,012 | \$29,890 | \$32,844 | \$7,144 | \$3,439 | \$138,090 | \$53,000 | |
| | Labor Total Costs | \$138,090 | | | | | | | | |
| | Subconsultant Costs Total | \$53,000 | | | | | | | | |
| | Subconsultant Multiplier | 1.1 | | | | | | | | |
| | Subconsultant Total | \$58,300 | | | | | | | | |
| | Reimbursable Expenses | \$2,000 | | | | | | | | |
| | Project Total | \$198,389 | | | | | | | | |

Esquire Lake Neighborhood Stormwater Improvements - Project Schedule

| Project | 2015 | | | | | | | | | 2016 | | | | | | | | | | |
|--|------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|
| | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | |
| NTP (April 1, 2015) | ● | | | | | | | | | | | | | | | | | | | |
| Survey (45 days) | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Utility Coordination (30 days) | | ■ | ■ | | | | | | | | | | | | | | | | | |
| Soil Borings (30 days) | | | ■ | ■ | | | | | | | | | | | | | | | | |
| Soft Digs (30 days) | | | ■ | ■ | | | | | | | | | | | | | | | | |
| Final Design | | | | | | | | | | | | | | | | | | | | |
| 50% (30 days) | | ■ | ■ | | | | | | | | | | | | | | | | | |
| City Review (7 days) | | | ■ | | | | | | | | | | | | | | | | | |
| 75% (45 days) | | | ■ | ■ | ■ | | | | | | | | | | | | | | | |
| City Review (7 days) | | | | | ■ | | | | | | | | | | | | | | | |
| 100% (30 days) | | | | | ■ | ■ | | | | | | | | | | | | | | |
| City Review (7 days) | | | | | | ■ | | | | | | | | | | | | | | |
| Permitting | | | | | | | | | | | | | | | | | | | | |
| SFWMD Water Use Permit (60 days) | | | | | ■ | ■ | ■ | | | | | | | | | | | | | |
| Environmental Resource Permit (60 days) | | | | | ■ | ■ | ■ | | | | | | | | | | | | | |
| Broward County Surface Water Mgmt. License (60 days) | | | | | ■ | ■ | ■ | | | | | | | | | | | | | |
| Bidding and Award (60 days) | | | | | | | | ■ | ■ | ■ | | | | | | | | | | |
| Construction (10 months) | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |



17  CITY OF POMPANO BEACH BUDGET ADJUSTMENT

ORIGINATING DEPT. Engineering/BW DATE 3-13-15

| ACCOUNT DESCRIPTION | FND | DP | DV | SUB | EL | OB | AVAILABLE FUNDS | CURRENT BUDGET | * INCREASE | * DECREASE | REVISED BUDGET |
|---|-----|----|----|-----|-----|----|-----------------|----------------|------------|------------|----------------|
| 14-252 ^{Consulting Design} Esquire Storm | 425 | 75 | 30 | 538 | 105 | 03 | 94,779 | 107,371 | 100,000 | | 207,731 |
| ^{Budgetary} Project Fund Balance | 425 | 00 | 00 | 392 | 30 | 00 | | | 100,000 | | |
| * USE WHOLE DOLLARS ONLY | | | | | | | | TOTAL | 200,000 | | |

REASON
 Appropriate funds to CIP 14-252 for WA#10 Matthews Consulting

Robert McCaughy 3/13/15
 Department Head Date

Adjustment is within total budget of department - Yes No
 Adjustment requires only City Manager approval - Yes No
 Adjustment requires City Commission approval - Yes No

Adjustment approved at City Commission Meeting of _____

| | | | | | |
|--|--------------------|-------------------|---------------------------------------|----------|-------------|
| <u>S. Kibbe</u> 3/16/15 Finance Director Date | Budget Office Date | City Manager Date | AUDITED BY <u>[Signature]</u> 3/16/15 | INPUT BY | CONTROL NO. |
|--|--------------------|-------------------|---------------------------------------|----------|-------------|