Meeting Date: July 14, 2015 Agenda Item 27

REQUESTED COMMISSION ACTION:

___ Consent x Ordinance ___ Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: AN ORDINANCE 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 R. J. BEHAR & COMPANY, INC. FOR ENGINEERING SERVICES FOR THE LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. ($507,371.70)

Summary of Purpose and Why: RJ Behar & Company Inc was selected to design this project after the evaluation of responses to RLI T-04-14. They have completed part one of the design which was to provide a detailed survey, more detailed modeling, permit verification and the creation of a report identifying the alternative improvements and the associated anticipated costs identified in the Stormwater Master Plan. This contract is for the preparation and permitting of final construction documents based on the preliminary design report. ($507,371.70)

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 14-248 Account No 425-7529-538.65-03, $220,722
CIP project 07-931 Account No. 420-7309-533.65-03 $66,722
CIP project 08-968 Account No. 420 7345 535 65 03 $219,928
Budget adjustment attached.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	6-26-15	APPROVE	
Public Works	6/26/15	APPROVE	
City Attorney	7/6/15	—	
Finance	7/6/15	APPROVE	
Budget	7-7-15	APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE 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 R. J. BEHAR & COMPANY, INC. FOR ENGINEERING SERVICES FOR THE LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract for Consulting/Professional Services between the City of Pompano Beach and R. J. Behar & Company, Inc. for engineering services for the Lyons Park Neighborhood Improvement Project, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
6/25/15
L:ord/2015-403

CITY OF POMPANO BEACH, FLORIDA

CONSULTANT AGREEMENT

with

R. J. Behar & Company, Inc.

pompano beach®

Florida's Warmest Welcome

CONTRACT FOR ENGINEERING SERVICES
for

Lyons Park Neighborhood Improvement Project

RLI T-04-14

CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and R.J. Behar & Company, Inc. ( ) 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 the Scope and RLI T-04-14 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Juan H. Vázquez

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

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on July 28, 2015 and complete all services by January 19, 2017.

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

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 Lump Sum Fee of $ 470,371.70 for tasks 1 to 10 and 12.
Payment of a Not to Exceed Fee of $ 37,000.00 for task 11.

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 five hundred seven thousand three hundred seventy one dollars and 70 cents Dollars ($507,371.70.). 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 __Zero_____ Dollars ($___0_____) 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 applicable standards of care for professional engineering .

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. By issuance of a notice to proceed for any services, City warrants that adequate funds have been appropriated for those services.

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.

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. Any use, reuse or modification of said information for any purpose other than contemplated in the scope of this agreement without the express written consent of Consultant shall be without liability to Consultant and City shall indemnify and hold harmless Consultant from and against any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any such use, reuse or modification.

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 off 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:

Juan H. Vazquez
R. J. Behar & Company, Inc.

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. Any use, reuse or modification of said documents without the express written consent of Consultant shall be without liability to Consultant and City shall indemnify and hold harmless Consultant from and against any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any such use, reuse or modification.

6861 SW 196th Avenue Suite 302
Pembroke Pines, FL 33332

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. Any use, reuse or modification of said documents without the express written consent of Consultant shall be without liability to Consultant and City shall indemnify and hold harmless Consultant from and against any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any such use, reuse or modification.

Remainder of Page Intentionally Left Blank

"CITY"

Witnesses:

CITY OF POMPANO BEACH

_____

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 instrument was 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'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"**CONSULTANT**"

R. J. Behar & Company, Inc.

Witnesses:

Signature

Dereth Behar
Name Typed, Printed or Stamped

By: _____
Signature

Juan H. Vazquez, PE
Name Typed, Printed or Stamped

Title: Vice President

Address: 6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of June, 2015 by Juan H. Vazquez, PE, Vice President, on behalf of R. J. Behar & Company, Inc., He/she is personally known to me or who has produced _____(type of identification) as identification.

NOTARY'S SEAL:

LIZANNA KADIR
MY COMMISSION #EE880400
EXPIRES: MAY 13, 2017
Bonded through 1st State Insurance

NOTARY PUBLIC, STATE OF FLORIDA

Lizanna Kadir
(Name of Acknowledger Typed, Printed or Stamped)

EE880400
Commission Number

EGR
8/9/11
I:agr/engr/Master Contracts/Master Contract – Single Project

Exhibit A

Scope of Work

RLI T-04-14

Exhibit A -

SCOPE OF WORK

FOR

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT – PHASE 2

PURPOSE

The Lyons Park Neighborhood is located west of South Cypress Road, north of McNab Road, east of South Flagler Avenue and south of Southwest 8th Street. This study area is a residential neighborhood with mostly single family homes, which is served by an existing stormwater collection system. The project area suffers from flooding problems as documented in the City Stormwater Master Plan (SWMP). This project intends to improve the drainage systems within the project area.

The sanitary sewer lines within the Lyons Park Neighborhood are located in the rear yard easements of the properties/homes. One of the City's Comprehensive Plan policies is to identify the feasibility of implementing capital projects to relocate the sewer lines or to rehabilitate them in place. This project intends to design the relocation of the sewers to the street's right-of-way. No improvements are needed to the existing lift stations.

The water system has been upgraded but the services used the older black polyethylene pipe. This project intends to replace the service lines, to meet the newer city standards 107-1 and 107-2, from the water mains to the water meters. The City will provide an inventory of meters to remain and which ones to be replaced.

The project will not include a reuse water irrigation system.

The project was divided into two phases. Phase 1 included the preparation of a Basis of Design Report (BODR) and preliminary design of the improvements. Phase 2 will include the design of the improvements, bidding, and construction phase services.

PHASE II – Design, Bidding and Construction

CONSULTANT shall perform the following tasks for Phase II:

1. **Investigation**:

    a. Utility Coordination: The utilities identified in Phase 1 will be contacted to verify their facilities. The information from the utilities will be included in the Existing Conditions Drawings. The possible locations for soft digs will be determined at locations of possible conflicts.
    b. Draw utility information into base sheets
    c. Utility meeting: Attend one utility coordination meeting with all utilities to go over conflicts and relocations.

2. **Water Distribution Design:** **CONSULTANT** shall perform the following:

   a. Design: **CONSULTANT** shall coordinate with the **City** the locations of meters to be replaced and any services that have the newer blue poly lines also to remain. The rest of the meters and services will be indicated to be replaced.

   b. Preliminary Design (60%): **CONSULTANT** shall prepare preliminary design of the proposed improvements and submit said design to the **City** for review and approval.

   c. Final Design (90% and 100%): Based on the results of the submittals and comments, **CONSULTANT** shall prepare final design documents for final approval by **City**. The final design shall incorporate locations of water services and other appurtenances. The 100% submittal will include signed and sealed documents.

   d. Project Management: **CONSULTANT** shall coordinate overall **Project** activities including but not limited to employees, consultants and contractors.

3. **Sanitary System**: **CONSULTANT** shall perform the following design tasks in conjunction with the preparation of civil engineering design drawings for a sanitary collection system of the project area.

   a. Site Investigation: **CONSULTANT** shall investigate the location of facilities on private property.

   b. Contact with property owners: The home owners in the project area will be contacted to coordinate the proposed improvements with their existing facilities. An attempt will be made to locate the existing sewer lateral locations.

   c. Prepare Base Sheets: **CONSULTANT** shall use the base sheets prepared during Phase 1.

   d. Hydraulic Analysis: **CONSULTANT** shall use the estimated system flows using Equivalent Residential Unit (ERU) analysis based on current land use and refine the final design of the new sewer lines. The **CONSULTANT** will verify minimum slopes and pipe sizes.

   e. Gravity Collection System Preliminary Design (60%): **CONSULTANT** shall refine calculations necessary for a preliminary design of the gravity collection system using information from survey elevations and capacity analysis. System design will take into account the location of all system components including placement of laterals. **CONSULTANT** shall prepare preliminary plans of the proposed improvements and submit to the **City** for review and approval. System design will take into account location of all system components including placement of laterals.

f. Roadway Restoration: **CONSULTANT** shall incorporate into the design all necessary components of roadway and swale restoration.

g. Final Design (90% and 100%): Based on the results of the submittals and comments, **CONSULTANT** shall prepare final design documents for final approval by **City**. The final design will include design of adjustments to existing drainage, driveways, sidewalks, landscaping and swales where conflicts arose due to the proposed sewer services. The 100% submittal will include signed and sealed documents.

h. Project Management: **CONSULTANT** shall coordinate overall **Project** activities including but not limited to employees, consultants and contractors.

4. **Stormwater System**: **CONSULTANT** shall perform the following design tasks in conjunction with the preparation of civil engineering design drawings of a storm sewer management and collection for the project area.

a. Update existing Stormwater Master Plan (SWMP) Model: The SWMP studied and analyzed several stormwater management solutions for the Lyons Park Neighborhood. **CONSULTANT** shall update the model based on the final design of this project.

b. Field Review: Several field reviews are anticipated to complete design of specific items that may be in conflict with the proposed design. These may include mailboxes, driveways, landscaping, etc.

c. Hydraulic analysis: The stormwater management models prepared for Phase 1 will be updated and refined for final design and permitting purposes. A pre-development model will be modified based on the correspondence and preliminary meetings with Broward County. **CONSULTANT** shall also perform calculations necessary for a final design of the collection system, including final locations of inlets, stormsewers, exfiltration systems and outfalls.

d. Prepare base sheets: **CONSULTANT** shall use the base sheets prepared during Phase 1 and update them based on the additional surveys for Phase 2.

e. Storm sewer system preliminary design (60%): **CONSULTANT** shall prepare preliminary plans of the proposed improvements and submit to the **City** for review and approval. The plans will include details for new outfalls, connections to the waterways as well as any best management practices and water quality improvements.

f. Final Design (90% and 100%): Based on the results of the submittals and comments, **CONSULTANT** shall prepare final design documents for final approval by **City**. The final design will include design of adjustments to existing drainage, driveways,

sidewalks, landscaping and swales where conflicts arose due to the proposed stormsewers. The 100% submittal will include signed and sealed documents.

g. Project Management: **CONSULTANT** shall coordinate overall **Project** activities including but not limited to employees, consultants and contractors.

5. **Public Involvement:**

a. Community Awareness Plan: **CONSULTANT** shall update the Community Awareness Plan which outlined the project goals, description of the community and important contacts, major issues or concerns, special project features, and the community outreach approach.

b. Meetings with the City: **CONSULTANT** shall coordinate and attend meetings required during design for the project. Three progress meetings are proposed. **CONSULTANT** shall provide minutes of the meetings. Coordination will also be included by use of emails, phone conversations, etc to keep City project manager updated in the project progress.

c. Meetings with the Community: **CONSULTANT** shall attend one community meeting during design and one meeting at the start of construction to support the public awareness program outlined in the Community Awareness Plan. **CONSULTANT** shall be prepared to answer questions and give information on technical matters. The consultant will prepare and mail letters to invite residents to the community awareness meeting. **CONSULTANT** shall prepare technical presentations for community meetings and provide minutes of the meeting.

d. Meetings with City Commission: **CONSULTANT** shall attend a Commission meeting or workshop to present the project. **CONSULTANT** shall be prepared to answer questions and give information on technical matters. **CONSULTANT** shall prepare a short presentation for the Commission meeting.

e. The consultant will assign a person during the construction phase to be the Community Liaison to answer and relate/resolve the community concerns with the construction team and contractor. To be included as part of the Construction Phase.

6. **Opinion of Probable Costs: CONSULTANT** shall provide opinion of probable costs at each major submittal. The cost estimate shall include a detailed tabulation of all portions of the project. Estimates of probable costs will be needed for each alternative evaluated for comparing purposes in the Basis of Design Report. The estimates of probable costs will be developed based on the construction phases to assist the **City** in the grant funding requests.

7. **Construction Phasing and Maintenance of Traffic Plans.** To be provided by Contractor.

8. **Technical Specifications**: **CONSULTANT** shall prepare technical specifications in relation to the final design components.

9. **Permitting**: **CONSULTANT** shall be responsible for preparing and processing documents for permitting and assisting in obtaining approval from agencies having jurisdiction over all aspects of this Project. It is recognized by the **City** that the period for obtaining permits is beyond the control of **CONSULTANT** except for issues concerning the **CONSULTANT's** ability to respond to permitting agency requests for information.

At the time of the scope preparation, **CONSULTANT** identified the following governmental authorities that have or may have jurisdiction over the Project:

- South Florida Water Management District (Dewatering Permits)
- Broward County Planning and Environmental Regulation Division, Domestic Wastewater Licensing Program
- Broward County Environmental Protection & Growth Management Department, Planning & Environmental Regulation Division (surface water license)
- U.S. Army Corps of Engineers
- Florida Department of Environmental Protection (NPDES General Permit)

a. Coordination with Agencies: **CONSULTANT** shall verify all agencies that require coordination. **CONSULTANT** shall meet with all applicable agencies to coordinate permitting.

b. Permit Applications: **CONSULTANT** shall prepare permit application and related documents for signature by **City**.

c. Regulatory Comment Revisions: The plans and/or application package will be revised in accordance with the comments of the regulatory agencies.

10. **Topographic Survey** (See attachment 1 – Keith and Associates Proposal).

11. **Subsurface Utility Engineering** (See attachment 1 – Keith and Associates Proposal).

12. **Bidding Assistance**: To solicit for and select construction contractors so that construction of **Project** may begin in a timely manner, **CONSULTANT** shall perform the following tasks.

    a. Bid Package Preparation: The **City** will provide the front end documents. These will be reviewed for consistency with the technical specifications.

    b. Distribution to Contractors: The **CONSULTANT** will provide 12 sets of plans and specifications to the **City** for distribution to contractors.

c. Meetings: Pre-bid meeting(s) will be attended. At the meetings, the **CONSULTANT** shall prepare points of interest for discussion. **CONSULTANT** will also prepare all addenda and coordinate with **City.** If deemed applicable, a job walkthrough will be scheduled with all contractors in order to clarify technical issues.

d. Addendums: **CONSULTANT** shall prepare all necessary responses to Requests for Information (RFI's) to answer questions posed by contractors.

e. Bid Review and Analysis: **CONSULTANT** shall review all bids for competency as requested by the City.

13. **Construction engineering/management services**. Not included in this phase.

14. **Materials testing during construction**: Not included in this phase.

15. **Record Drawings**: Not included in this phase.

Exhibit A

Fees

TABLE A

R J Behar & Company, Inc.

Personnel Category / Hourly Rate	Clerical $ 55.50	Cadd Technician $ 88.34	Const. Inspector $ 90.00	Engineer $ 102.89	Senior Engineer $ 137.01	Project Manager $ 202.62	Principal $ 202.62	FEE	Comments
TASK									
1) *Investigation*									
utility coordination		30		24	6	4			10 companies
draw information in base sheets		60		20	4				
utility meeting				8	4				
subtotal hours	0	90	0	52	14	4	0		
subtotal fees	$0	$6,151		$5,340	$1,918	$810	$0	$14,219	
2) *Water Distribution Design*									
design coordination				8	4				
60% plans		40		12	12				
detail sheets		24		8	2				1 sheet
90% Plans		16		12	8				
100% Plans		16		12	8				
project management						8			
quality control									By Thompson and Assoc.
subtotal hours	0	96	0	52	34	8	0		
subtotal fees	$0.00	$6,560.64		$5,339.88	$4,658.34	$1,620.96	$0.00	$18,180	
3) *Sanitary System*									
site investigation		490		490					Approx. 490 properties
contact with property owners		122		122					
prepare base sheets		40		24	4				Profile sheets
hydraulic analysis				40	16	4			
gravity collection system 60% design		141		64	51	6			6 plan sheets, 16 profiles (double panel)
detail sheets		40		16	4				4 detail sheets
roadway restoration		12		24					
90% Plans		60		32	4				
100% Plans		32		24	4				
project management						40			
quality control (5%)									By Thompson and Assoc.
subtotal hours	0	937	0	836	83	50	0		
subtotal fees	$0	$64,035		$85,849	$11,372	$10,131	$0	$171,386	
4) *Stormwater System*									
Update existing SWMP model					120	24			Coord. With Chen Moore
Field Reviews		24		24					4 reviews
Hydraulic analysis				40	60				Water quantity and quality
Stormsewer analyis				287	351				+/- 255 structures
prepare base sheets		60							Add additional survey & profiles
preliminary 60% design		99		87	62	8			7 plan sheets, 10 sheets of profiles
miscellaneous details		26		22	16				4 sheets
90% Plans		60		20	4	4			4 sheets
100% Plans		40		10	4	4			
Project Management						40			
quality control (5%)									By Thompson and Assoc.
subtotal hours	0	309	0	490	617	80	0		
subtotal fees	$0.00	$21,117.06		$50,318.10	$84,535.17	$16,209.60	$0.00	$172,180	
5) *Public Involvement*									
community awareness plan				6	4	1	0		
meetings with city				4		4			2 meetings
meetings with community	20			16		16			2 meetings, preparation, mailings, minutes
meeting with City Commission				8		8			
community liasson									Included in construction services
quality control (5%)					4				
subtotal hours	20	0	0	34	8	29	0		
subtotal fees	$1,110.00	$0.00		$3,491.46	$1,096.08	$5,875.98	$0.00	$11,574	
7) *Construction Phasing and MOT Plans*									
Phasing Plans									By contractor
MOT Design									By contractor
MOT Plans									By contractor
subtotal hours	0	0	0	0	0	0	0		
subtotal fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0	
12) *Bidding assistance*									
bid package preparation (coord only)				24					
distirbution to contractors		16		4					
meetings				6		6			
addendum		8		8	2				Assuming 2 addendums
bid review and analysis					4	2			
subtotal hours	0	24	0	42	6	8	0		
subtotal fees	$0.00	$1,640.16	$0.00	$4,312.98	$822.06	$1,620.96	$0.00	$8,396	
13) *Construction Services (24 months)*									Not included
subtotal hours	0	0	0	0	0	0	0		
subtotal fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0	
15) *Record Drawings*									Not included
subtotal hours	0	0	0	0	0	0	0		
subtotal fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0	

TASK FEE SUMMARY

Task 1)	Investigation	Lump sum	**$14,219.10**
Task 2)	Water Distribution Design	Lump sum	**$18,179.82**
Task 3)	Sanitary System	Lump sum	**$171,386.25**
Task 4)	Stormwater System	Lump sum	**$172,179.93**
Task 5)	Public Involvement	Lump sum	**$11,573.52**
Task 7)	Const. Phasing and MOT	(By contractor)	**$0.00**
Task 12)	Bidding Assistance	Lump sum	**$8,396.16**
Task 13)	Const. Eng and Management	(Not included)	**$0.00**
Task 15)	Record Drawings	(Not included)	**$0.00**
	Quality Control Reviews (Thompson)		**$5,120.00**

Sub-Total Labor for Engineering Services (TASK 1 to TASK 5, 7, 12, 13 and 15)	$401,054.78
Expenses (@ 3.5%)	$14,036.92
Sub-Total Labor for Eng. Services (TASK 1 to TASK 5, 7, 12, 13 and 15) plus Expenses	$415,091.70

Task 6)	Probable Cost Estimates (Thompson)	Lump sum	**$14,480.00**
Task 8)	Technical Specifications (Thompson)	Lump sum	**$13,600.00**
Task 9)	Permitting (Thompson)	Lump sum	**$11,040.00**
Task 10)	Topographic Survey (K&A)	Lump sum	**$16,160.00**
Task 11)	Subsurface Utility Engineering (K&A)	T&M NTE	**$37,000.00**
Task 14)	Material Testing during const.	(Not included)	**$0.00**
Sub-Total for Additional Engineering Services (TASK 6 to TASK 8,9,10,11,14)			**$92,280.00**

Total (TASK 1 to TASK 15) **$507,371.70**

Exhibit A
Fees

POMPANO BEACH
LYONS PARK NIP

	Compensation Details	Project Manager ($160/hr)	Staff Engineer ($120/hr)	TOTALS	
Task	Description	Hours	Hours	Hours	Fee
1	QC of the Plans				
	At 60%	16		16	$ 2,560.00
	At 90%	16		16	$ 2,560.00
2	Cost Estimates (1)				
	At 60%	20	36	56	$ 7,520.00
	At 90%	12	24	36	$ 4,800.00
	Final	6	10	16	$ 2,160.00
3	Project Specifications (2)	40	60	100	$ 13,600.00
4	Permitting (3)	24	60	84	$ 11,040.00
	BC SWM & SFWMD ERP				
	BC Watewater License				
	BC DOH License				
	BC Dewatering Permit				
	Pompanoe Beach Engineering				
		134	**190**	**324**	**$ 44,240.00**

(1) Behar to provide breakdown & CAD files, T&A to verify quantities
(2) Owner to provide upfront documents
(3) Behar to provide sign & sealed plans/calculations, all fees to be paid by Owner

Exhibit A

Fees

PROJECT NAME: Lyons Park	PROJECT NO:07020.97	DATE: Rev. June 12, 2015 June 3, 2015
CLIENT: Vice President R J Behar & Company, Inc. 6861 SW 196th Avenue, Suite 302 Pembroke Pines, FL 33332 954-680-7771 954-680-7781 Fax	CONSULTANT: Keith and Associates, Inc 301 East Atlantic Boulevard Pompano Beach, Florida 33060 Phone: (954) 788-3400 Fax: (954) 788-3500	
CLIENT REPRESENTATIVE: Juan Vazquez	PROJECT MANAGER: Mike Mossey	
PHONE: 954.650.3037 FAX:	START DATE: 10 days from NTP	
EMAIL: dgentile@utilityengineering.com	END DATE: 40 Days from NTP	

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

DESCRIPTION OF ADDITIONAL SERVICES

TASK 003 – Topographic Survey

The CONSULTANT will perform a Topographic Survey within the following limits:

- Along S.W. 9th Street from S.W. 3rd Avenue to Cypress Road, locations from the north edge of pavement to the south right-of-way line.
- Along S.W. 12th Street, S.E. 1st Avenue and S.E. 13th Street from the west right-of-way of Cypress Road to the cul-de-sac on S.E. 13th Street, locations from right-of-way to right-of-way. Obtain sufficient elevations within the canal to detail the bottom adjacent to the seawall on the north side of the cul-de-sac.
- Obtain locations between houses at 1501 S.W. 4th Avenue and 410 S.W. 15th Street from the south edge of McNab Road to the canal. Obtain sufficient elevations within the canal to detail the bottom adjacent to the seawall.

The Consultant shall obtain above ground locations within the limits listed above. Locations included with the survey will consist of; roads, drives, walks, signs, utility poles, utility boxes, utility structures, overhead wires, traffic striping, structures, utility test-holes and trees including common naming and DBH sizes (arborist's tree valuation services are not included). The Consultant will obtain cross-sections every 50-feet including obvious high and low areas with rim and invert elevations for the storm and sanitary utilities. The Consultant will deliver the above locations on the previous Topographic Survey. The vertical datum for the project shall be North American Vertical Datum of 1988 (NAVD 1988) and will be tied to National Geodetic Survey (NGS) monuments. The horizontal datum will be North American Datum of 1983 with the National Spatial Reference System of 2011 adjustment applied (NAD 1983/NSRS 2011).

Consultant's Lump Sum Fee.....$16,160.00

TASK 004 Location Services - (Quality Level 'A')
(Vacuum Excavations)

CONSULTANT will perform up to (100) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable.

Test Holes $370 each (includes site designation and office support)

Not to Exceed Fee.....$37,000.00

Consultant's Total Fee.....$53,160.00

COMPENSATION FOR ADDITIONAL SERVICES

KEITH and ASSOCIATES, INC	ADDENDUM APPROVED BY CLIENT AUTHORITY:
SIGNATURE:	SIGNATURE:
PRINT NAME: Dodie Keith-Lazowick	PRINT NAME:
TITLE: President	TITLE:
DATE:	DATE:

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT
CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
BODR (NOT FOR CONSTRUCTION)

FIGURE 10
PROP. CONDITIONS ALT. 2a:
NEW COLLECTION SYSTEM WITH
TWO NEW GRAVITY OUTFALLS
NODE-LINK SCHEMATICS

pompano beach
Florida's Warmest Welcome

R.J.Behar & Company, Inc.

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
T-04-14

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT

RLI OPENING: NOVEMBER 21, 2013, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

October 22, 2013

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)

T-04-14
LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide professional engineering services to the City for Lyons Park Neighborhood Improvement Project.

The City will receive sealed proposals until 2:00 p.m. (local), November 21, 2013, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

1. Scope Of Services

The City intends to issue a single contract to an engineering firm to provide professional engineering services to the City for the design, bidding, and construction phase services for design improvements to storm water, sanitary sewer, potable and reuse water. The total project is estimated to be in excess of $2,000,000.00.

The Lyons Park Neighborhood is located west of South Cypress Road, north of McNab Road, east of South Flagler Avenue and south of Southwest 8th Street. This study area is a residential neighborhood with chiefly single family homes, which is served by an existing stormwater collection system. The existing stormwater management system consists of four independent systems, which are interconnected with other stormwater systems outside of the neighborhood. Under the existing stormwater system, the Lyons Park Neighborhood can be divided into four separate service areas. The stormwater runoff from these arrears within the Lyons Park Neighborhood is eventually discharged via multiple positive outfalls located to the south of West McNab Road and to the east of South Cypress Road. The locations of the existing positive outfalls are summarized below:

Southeast of S.W. 6th Avenue and West McNab Road
Southeast of S.W. 5th Avenue and West McNab Road
Southeast of South Cypress Road and S.E. 13th Street
South Cypress Road

This project was identified in the Stormwater Master Plan. The applicable portion of the master plan is a part of this RLI. The complete Stormwater Master Plan can be found on the City's website at: this Link

The scope of services may include, but is not limited, to the following:

- Survey the project area
- Prepare preliminary design reports, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates.
- Conduct presentations to elected officials, staff, and the public.
- Prepare all required bidding and construction documents for the projects. This will include preparing surveys, design plans, supplementary contract requirements, technical specifications and cost estimates.
- Attendance at City Commission, pre-design, design, bidding and bid award meetings may be required.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Attend pre-bid meeting, respond to bidder questions and prepare possible bid addendums for project revisions.
- Assist the City in making bid award recommendations for contracting/construction services.
- Provide construction engineering/management services for the projects. Services during construction may include periodic or routine inspections, threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to contractor requests for information, and reviewing contractor payment applications.
- Provide project closeout services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous demonstrable experience with municipal or governmental agencies for projects of varying sizes and types. Firms must be licensed to practice engineering in the State of Florida, according to Florida State Statute 481, by the Board of Professional Regulation..

2. Tasks/Deliverables

a. Survey Area
b. Verify recommended alternative from the Stormwater Master Plan
c. Produce a schematic design based on the recommended alternative
d. Design and permit the recommended alternative
e. Perform bidding and construction related services.
f. Update the stormwater model based on the as built information

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Interest:
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:
Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:
Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

Project Team Form:
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:
Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel
Include resumes for key personnel for prime and subconsultants.

References:
References for past four (4) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be

considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:
Completed Local Business program forms, Exhibits E-H, if applicable.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

Acknowledgement of all Addenda issued.

City Forms:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

6. **Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

	Type of Insurance		LIMITS OF LIABILITY each occurrence	aggregate
GENERAL LIABILITY: ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE***				
	* Policy to be written on a claims incurred basis			
XX	comprehensive form			
XX	premises - operations	bodily injury		
__	explosion & collapse hazard	property damage		
__	underground hazard			
__	products/completed operations hazard	bodily injury and		
XX	contractual insurance	property damage		
XX	broad form property damage	combined		
XX	independent contractors			
XX	personal injury	personal injury		
AUTOMOBILE LIABILITY: ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE***				
		bodily injury (each person)		
XX	comprehensive form	bodily injury (each accident)		
XX	owned	property damage		
XX	hired	bodily injury and		
XX	non-owned	property damage combined		
REAL & PERSONAL PROPERTY				
XX	comprehensive form	Consultant must show proof they have this coverage.		
EXCESS LIABILITY				
XX	umbrella form	bodily injury and		
XX	other than umbrella	property damage combined	$2,000,000.	$2,000,000.
XX	**PROFESSIONAL LIABILITY**	$2,000,000.	$2,000,000.	
	* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

Criteria	Point Range
1. Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City e. Litigation within the past 5 years arising out of firm's performance	0-30
2. Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-20
3. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10
4. Technical approach to perform the tasks described in the Scope of Services: a. Level of effort b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30
5. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-10
Total	**0-100**

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects

within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of

the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge			
Project Manager			
Asst. Project Manager			
Other Key Member			
Other Key Member			

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering		
Other Key Member		
Other Key Member		
Other Key Member		
Other Key Member		

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

Name of Firm	Contact Person, Telephone Number	Type of Work to be Performed	Contract Amount/Percentage

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed	Contract Amount

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

November 14, 2013

ADDENDUM #1, RLI T-04-14

LYONS PARK NEIGHBORHOOD IMPROVEMENT PROJECT

To Whom It May Concern,

No further technical specification questions will be accepted for this project.

Please review the following questions submitted by potential proposers, and answers from the City.

Q1: The total project cost is estimated to be in excess of $2 million. Is this number for design fees alone, or does it include construction?

Response: Includes construction.

Q2: The stormwater alternatives are available in the City's Stormwater Master Plan. Are the alternatives available for sanitary, re-use and potable?

Response: No.

Q3: Who is on the selection committee?

Response: Committee members have not been determined yet.

Q4: Are the current Water Re-Use Master Plan, the 2009 Water System Master Plan, and the current Wastewater Master Plan available for viewing at the City of on the City's website?

Response: No, however, the link has been provided below.
\\publicworks\special\Master plans\Wastewater\2012\PDF\2011 WW Master Plan.pdf

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), November 21, 2013.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Otis J. Thomas
Interim General Services Director

cc: website
file

Exhibit B

Schedule

Lyons Park Neighborhood Improvements
Pompano Beach, FL

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed (Estimated)**	1 day	Tue 7/28/15	Tue 7/28/15
2	**Survey**	**45 days**	**Wed 7/29/15**	**Tue 9/29/15**
3	**Utility Coordination**	**205 days**	**Wed 9/30/15**	**Tue 7/12/16**
4	Distribute Preliminary Plans to Utility Companies	10 days	Wed 9/30/15	Tue 10/13/15
5	Receive Redlines from Utility Companies	40 days	Wed 10/14/15	Tue 12/8/15
6	Order Soft Digs	8 days	Wed 2/3/16	Fri 2/12/16
7	Receive Soft Dig Information	45 days	Mon 2/15/16	Fri 4/15/16
8	Utility Meeting	5 days	Wed 7/6/16	Tue 7/12/16
9	**Public Involvement**	**244 days**	**Wed 2/3/16**	**Mon 1/9/17**
10	Prepare & Send Notifications No 2	7 days	Wed 2/3/16	Thu 2/11/16
11	Public Meeting Workshop No 2	20 days	Fri 2/12/16	Thu 3/10/16
12	Prepare & Send Notifications No 3	7 days	Fri 12/2/16	Mon 12/12/16
13	Public Meeting Workshop No 3	20 days	Tue 12/13/16	Mon 1/9/17
14	Meeting City comission	10 days	Wed 3/23/16	Tue 4/5/16
15	**60% Design**	**170 days**	**Wed 7/29/15**	**Tue 3/22/16**
16	Site Investigations	45 days	Wed 7/29/15	Tue 9/29/15
17	Hydraulic/Design Analyses	40 days	Wed 9/30/15	Tue 11/24/15
18	60% Plans	50 days	Wed 11/25/15	Tue 2/2/16
19	60% Cost Estimates	20 days	Wed 2/3/16	Tue 3/1/16
20	QC Plans	15 days	Wed 3/2/16	Tue 3/22/16
21	**City Review and Comments**	30 days	Wed 3/23/16	Tue 5/3/16
22	**90% Design**	**70 days**	**Wed 5/4/16**	**Tue 8/9/16**
23	90% Plans	45 days	Wed 5/4/16	Tue 7/5/16
24	90% Cost Estimates	10 days	Wed 7/6/16	Tue 7/19/16
25	Draft Project Especifications	10 days	Wed 7/6/16	Tue 7/19/16
26	QC PS&E	15 days	Wed 7/20/16	Tue 8/9/16
27	**City Review and Comments**	30 days	Wed 8/10/16	Tue 9/20/16
28	**100% Design**	**47 days**	**Wed 9/28/16**	**Thu 12/1/16**
29	100% Plans	25 days	Wed 9/28/16	Tue 11/1/16
30	100% Cost Estimates	7 days	Wed 11/2/16	Thu 11/10/16
31	100% Project Specifications	7 days	Wed 11/2/16	Thu 11/10/16
32	QC PS&E	15 days	Fri 11/11/16	Thu 12/1/16
33	**Permits**	**220 days**	**Wed 11/25/15**	**Tue 9/27/16**
34	Meetings Permit Agencies	5 days	Wed 11/25/15	Tue 12/1/15
35	Prepare Permit Packages	25 days	Wed 3/23/16	Tue 4/26/16
36	Submit Permit Packages	10 days	Wed 4/27/16	Tue 5/10/16
37	Obtain Permits	100 days	Wed 5/11/16	Tue 9/27/16
38				
39	**Bidding Assistance**	35 days	Fri 12/2/16	Thu 1/19/17

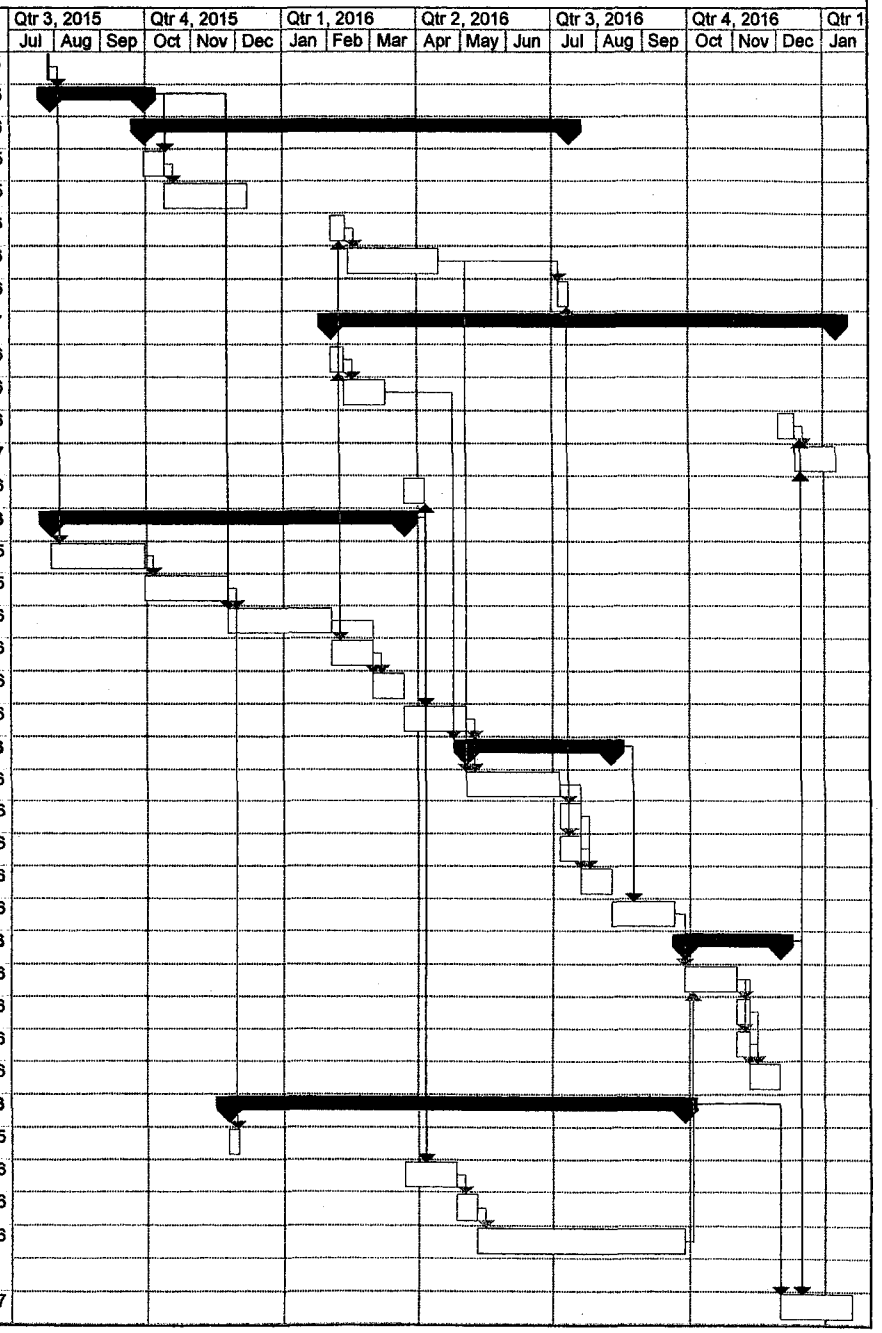

Exhibit C

Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2014

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
Greyling Insurance Brokerage
3780 Mansell Road
Suite 370
Alpharetta GA 30022

CONTACT NAME: Carly Underwood
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, LTD	11000
INSURER B: Travelers Casualty and Surety	19038
INSURER C: Continental Casualty Company	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
R.J. Behar & Company, Inc.
6861 S.W. 196th Avenue
Suite 302
Pembroke Pines FL 33332

COVERAGES CERTIFICATE NUMBER: 15-16 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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			20UECNG02B9	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3864T214	1/1/2015	1/1/2016	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			AEH 28 836 36 39	11/17/2014	11/17/2015	Per Claim	$2,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Pompano Beach is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

APPROVED
RISK MANAGEMENT
ON: 06-24-15
BY:

CERTIFICATE HOLDER

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, FL 33060

CANCELLATION

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

David Collings/CARLY

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pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT. Engineering/AD

DATE 6/26/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET	
Budget Retained Earnings	425	00	00	392	20	00			61,031			
14-251 Lyons Park N	425	75	29	538	65	03			61,031	~~61,031~~		AJ
07-931 water main Design Rehab	420	73	09	533	65	03	202		66,520			AJ
07-931 water main Construction Rehab	420	73	09	533	65	12	134,979			66,520		AJ
08-968 Lift station Design Rehab	420	73	45	535	65	03	208,196		11,732			AJ
08-968 Lift station Construction	420	73	45	535	65	12	1,843,240			11,732		AJ
								TOTAL	200,314	78,252		

*** USE WHOLE DOLLARS ONLY**

REASON

These funds are required to pay for engineering services for the Lyons Park Neighborhood Improvement project CIP 14251

Robert A McCaughey 6/26/15
Department Head Date

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

Adjustment approved at City Commission Meeting of _____

Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY	INPUT BY	CONTROL NO.
A. Jeannin	7/6/15					7/6		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget.

PB 1330 (Revised 5/05)