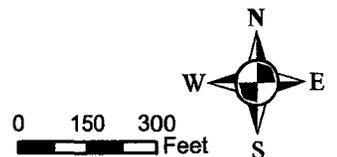




LOCATION MAP



**Old Pompano Area
Exhibit 1 - Project Limits Map**



**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR PROFESSIONAL PLANNING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CHEN MOORE AND ASSOCIATES, INC. FOR INFRASTRUCTURE IMPROVEMENTS IN FIVE LOCATIONS IN THE OLD POMPANO AREA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an agreement between the City of Pompano Beach and Chen Moore and Associates, Inc. for professional planning, design and construction administration services, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Chen Moore and Associates, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEMORANDUM

December 1, 2015

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager

FROM: Horacio Danovich, CIP Manager
John Sfiropoulos, City Engineer



Beginning with the implementation of the Downtown Connectivity Plan back in 2010, the City and the CRA have combined to make a serious public investment to improve the MLK Historical District, Old Town, and the Civic Campus areas.

The initial efforts resulted in the creation of the Downtown Pompano Transit Oriented Corridor (DPTOC). The 269-acre zoning district was created to increase redevelopment and job opportunities, provide extensive growth and stimulate Pompano Beach's local economy. The efforts continued with implementation of an aggressive Streetscape Improvements program that has transformed the looks of MLK Boulevard from Dixie Highway to NW 6 Avenue, Flagler Avenue, NE 1 Avenue, NE 1 Street, NE 2 Street and NE 3 Street. In addition, construction efforts are under way to improve SW 1 Avenue in and around City Hall. The latter work will support the new Public Library/Cultural Center, a partnership between the City, CRA and Broward County.

Along MLK Boulevard from Dixie Highway to NW 6 Avenue, the CRA funded over \$4 million to conduct streetscape improvements including resurfacing the roadway, widening and replacing sidewalks, adding new landscape, replacing overhead light poles (hardening), adding new street-pedestrian lights, etc. This segment of work included improvements to NW 6 Avenue from Atlantic Boulevard to MLK Boulevard and along NW 4 Avenue from MLK Boulevard to NW 4 Street. In addition, the CRA spent upwards of \$1.5 million to upgrade the Ali Building and converted the facility into a cultural hub.

In Old Town (formerly known as Old Pompano), a number of streets were improved with similar hardscape elements. Over NE 1 Street, a roadway primed to become "restaurant row," was re-built with pavers and lush landscape. The roadway will provide direct access to the new Downtown Plaza. Other work include improvements along NE 1 Avenue from Atlantic Boulevard to NE 4 Street including a new parking lot at the corner of NE 2 Street and

another just north of Atlantic Boulevard. This lot will help accommodate 37 cars. Once the plaza is complete, the cost of the combined improvements will be in excess of \$5.9 million.

The plaza will be the focal point of attraction and a gathering for families and friends. The plaza will feature a water fountain with special effects (lights, etc.). The center core of the plaza is being designed to emulate European-type plazas with ample sitting areas, swings, and shade trees. Once the plaza is open to the public, one can expect music events and a happy atmosphere. And, the area is also the subject of a project to underground overhead utilities. All services are being converted from above to underground and reconnected.

Lastly, the City, CRA and Broward County combined to fund a \$20 million Public Library/Cultural Center. A new state-of-the-art library on the ground floor and cultural facilities on the second floor is being constructed and will be open to the public in 2016.

The aforementioned projects will be supplemented by the work being funded with the Section 108 Loan. This loan will help pay for improvements east of NE 2 Avenue to NE 5 Avenue from Atlantic Boulevard to NE 4 Street. The work will carry the same streetscape theme used in Old Town and will help improve existing utilities (water, sewer, drainage). In addition, the team will spend time designing sidewalks, landscape, lights, irrigation systems, etc. The efforts will cost the City \$4.3 million.

Staff recommends approval of the Resolution so the work can start without delay.

***CITY OF POMPANO BEACH,
FLORIDA***



CONTRACT FOR:

***PROFESSIONAL PLANNING, DESIGN
AND CONSTRUCTION ADMINISTRATION 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 "CITY") and **CHEN MOORE AND ASSOCIATES, INC.** a Florida profit corporation (hereinafter "Consultant").

WHEREAS, on December 30, 2014, pursuant to Request For Letters of Interest T-19-15 ("RLI T-19-15" attached as Exhibit A), the CITY sought Letters of Interest, qualifications and experience from professional engineering, planning, architecture and landscape architecture firms to provide planning, design and construction administration services for infrastructure improvements in five (5) locations in the Old Pompano Area; and

WHEREAS, CITY staff subsequently reviewed the Letters of Interest received pursuant to RLI T-19-15 and awarded Consultant the highest ranking thereunder; and

WHEREAS, on March 10, 2015, the City Commission of Pompano Beach approved the foregoing staff ranking under RLI T-19-15 and authorized City staff to negotiate a contract with Consultant; and

WHEREAS, Consultant is able and prepared to provide the services that City requires under the terms and conditions set forth herein.

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

ARTICLE 1 – SCOPE OF SERVICES/CONSULTANT AND CITY REPRESENTATIVES

Consultant's responsibility under this Contract is to provide the professional planning, design, consulting and construction administration services described in Exhibit B (the "Work") which is attached and incorporated in its entirety.

The Consultant's representative shall be Jason McClair or his written designee.

The CITY's representative shall be the City Manager or his written designee.

ARTICLE 2 – TERM/DELIVERABLES

Consultant shall commence and conclude the Work, including delivery and completion of all reports and other deliverables required hereunder, in accordance with the Project 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 to ensure that unless otherwise directed by the City in writing, Consultant will complete the services specified in Exhibit B during the term of this Agreement as set forth in Article 2 above.

B. Price Formula. The maximum total amount to be paid by the City under this Contract (“Total Contract Price”) for all Work required hereunder, including, but not limited to, “out of pocket” expenses as defined in Paragraph D below, any approved subcontracts, planning, design and construction administration services, shall not exceed *Four Hundred Eighty Four Thousand Fifty Dollars* (\$484,050.00).

However, Consultant understands and agrees that the Total Contract Price of \$484,050.00 includes an allocation of *One Hundred Twenty Thousand Three Hundred Dollars* (\$120,300.00) for construction administration services which may not be required if City, in its sole discretion, decides not to construct any or all of the subject infrastructure improvements during the term of this Contract in which case the aforesaid \$120,300.00 allocation for construction administration services shall be modified according to the reduced level of effort required by Consultant.

C. 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. Consultant shall bill City on a monthly basis at the amounts set forth in Exhibit B for services provided to complete the 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 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 B for the total compensation in the amount or less than the guaranteed maximum stated above.

D. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested and contain the following verbiage: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.”

Invoices received by City from Consultant pursuant to this Contract shall be timely reviewed and approved in writing by the City’s Representative who shall certify that the services have been rendered in conformity with this Contract and also be responsible to forward said certified invoice(s) to the City’s Finance Department for payment. Invoices shall be paid in accordance with Florida Statutes governing this process. In addition to detailed invoices Consultant shall provide City with detailed periodic Status Reports on the Work.

E. "Out-of-pocket" expenses shall be reimbursed as provided for in Paragraph B 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 its Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in performance of the Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursable and expenses shall be billed at actual amount paid by Consultant with no markup.

F. Final Invoice. In order for both parties to close their books and records under this Contract, the Consultant shall clearly mark "Final Invoice" on Consultant's last billing to City which shall serve to certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to City. As such, any additional charges not properly included on the Final Invoice shall and are waived by Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Consultant's execution of this Contract shall also serve as the execution of a Truth-In-Negotiation Certificate which shall serve as certification that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged Consultant's most favored customer for the same or substantially similar service. Should City, in its sole discretion, 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 Consultant upon thirty (30) days prior written notice to the City's Representative if City fails to substantially 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 City, with or without cause, immediately upon written notice from the City's Representative to the Consultant. Unless Consultant is in breach of this Contract, Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration for 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.

Upon receipt of City's Termination Notice and except as City otherwise directs, Consultant shall (i) stop Work on the date and to the extent specified; (ii) terminate and settle all

orders and subcontracts relating to performance of the terminated Work; (iii) transfer to City all Work documents in process, completed Work, and other materials related to the terminated Work; and (iv) continue and complete all Work that has not been terminated.

ARTICLE 6 – PERSONNEL

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

Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be (i) employees of or have any contractual relationship with City; (ii) subject to any withholding for tax, Social Security or other purposes by the City; or (iii) entitled to any benefits of City including, but not limited to, sick leave, vacation, life insurance, pension, medical, workers or unemployment compensation benefits.

All of the Work required hereunder shall be performed by 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. The Consultant warrants that all Work shall be performed by skilled and competent personnel in accordance with the highest professional standards in the field.

Any changes or substitutions in Consultant's key personnel as set forth in Article 1 above shall be provided in writing to the City's Representative at the time the change or substitution becomes effective.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any Work to be provided hereunder subject to the prior written approval of the City's Representative. Although City's acceptance of a subconsultant shall not be unreasonably withheld, City reserves the right to accept or reject the use of a subconsultant and to inspect all facilities of any subconsultants in order to determine the subconsultant's ability to properly perform under this Contract. With regard to providing subcontracting opportunities, 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.

ARTICLE 8 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this Contract is contingent upon the City Commission of Pompano Beach's appropriations for various projects, tasks and other professional services as additionally referenced in Article 3 above.

ARTICLE 9 - INSURANCE REQUIREMENTS

Throughout the term of this Agreement, Consultant shall procure and maintain liability insurance in accordance with Exhibit C.

ARTICLE 10 – HUD REQUIREMENTS

To the extent applicable, the City, Consultant and all subconsultants shall act in accordance with Exhibit D entitled, "Supplementary Conditions of the Contract for Construction." If there is a conflict between the provisions of this Contract and Exhibit D, the provisions of Exhibit D shall control.

ARTICLE 11 – INDEMNIFICATION

A. 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.

B. 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.

C. 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 and 24 CFR 540.611). 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 subconsultants 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 subconsultants 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.

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.

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 herein. 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 Exhibits A – C, but not Exhibit D.

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 \$10,000, 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:

Peter Moore P.E., President
Chen Moore and Associates, Inc.
500 W. Cypress Creek Road, Suite 630
Fort Lauderdale, Florida 33309

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year fist above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, 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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

Witnesses:

CHEN MOORE AND ASSOCIATES, INC.
a Florida corporation

Jennifer Smith
Jennifer Smith
Print Name

By: [Signature]
PETER MOORE
Typed or Printed Name

Jason McClair
Jason McClair
Print Name

Title: PRESIDENT
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by Peter Moore as President of CHEN MOORE AND ASSOCIATES, INC., a Florida corporation on behalf of the corporation. (He/she is personally known to me or who has produced [Signature] (type of identification) as identification.

NOTARY'S SEAL:



Kathryn J. Horrigan
NOTARY PUBLIC, STATE OF FLORIDA

Kathryn J. Horrigan
(Name of Acknowledger Typed, Printed or Stamped)

FF088981
Commission Number

FP:jrm
11/17/15
L:agr/comdev/2016-181f

EXHIBIT - A



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
T-19-15**

**PLANNING AND DESIGN SERVICES FOR OLD
POMPANO AREA IMPROVEMENTS**

**RLI OPENING: FEBRUARY 4, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

December 30, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
T-19-15
PLANNING AND DESIGN SERVICES FOR OLD POMPANO AREA IMPROVEMENTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional Engineering, Planning, Architecture and Landscape Architecture firms to submit Letters of Interest, qualifications and experience for consideration to provide Planning and Design services to the City for Old Pompano Area Improvements.

The City will receive sealed proposals until **2:00 p.m. (local), February 4, 2015**, 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, planning, architecture, and/or landscape architecture firm to provide professional consulting services to the City for the planning and design of an infrastructure improvement project in five locations in the Old Pompano Area (see Exhibit "1"). The designer is expected to prepare complete plans and be responsible for all applicable construction details necessary to secure all required permits and to construct desirable improvements.

The improvements will service the contiguous low and moderate-income residential neighborhoods surrounding the three project areas. The proposed infrastructure improvements are consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit (DPTOC), which the City has adopted. Each street in the project area will receive roadway improvements; water, sewer and reclaimed water utility improvements; signing and pavement markings; new landscaping and irrigation, and new lighting.

In addition, N.E. 1st Street will have its number of traffic lanes reduced and N.E. 2nd Avenue and N.E. 3rd Street will have chronic drainage problems repaired. The total project cost is approximately \$6.1 million of which Section 108 will fund \$4.3 million (see Consultants' Opinion of Cost dated July 19, 2013). Approximately \$1.8 million in CRA funds have already been appropriated under another contract and will not be included in the overall budget for this project. However, CRA plans shall be used as a design source and elements of design adopted by the CRA shall be considered, if budget permits. The City shall make available previously approved plans. The selected firm shall obtain written permission from the design firm acting on behalf of the CRA for use of specific design elements. Exhibits "2" through "7" shall serve as a guideline to generate the final design and construction documents. Design must make reasonable

provisions for maintenance of all chosen elements (i.e., light fixtures, trees and plants, sidewalk materials, etc.).

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

- Prepare preliminary design reports, project schedules, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates. Identify any design restrictions resulting from lack of right-of-way or unusual roadway configurations. Confirm right-of-way availability to complete designs in accordance with desirable roadway cross-sections.
- Identify any tests that may be necessary to carry out a sound design including soils, concrete strength, permeability/percolation, density, pot holing, etc.
- Prepare a detailed cost estimate at the 30%, 60% and 90% design intervals to confirm initial budget allocations and/or to seek City's advice before proceeding with final designs. The firm will be responsible for cost controls throughout the design and construction project except for design and construction elements added or deleted by an expressed City directive.
- It is anticipated that the selected designer will conduct two (2) presentations to each of the following: elected officials, advisory boards, and the public. In addition, the selected designer shall work hand-in-hand with City Staff and shall meet as necessary.
- Prepare all required bidding and construction documents for the project. This will include preparing surveys (if applicable), design plans, supplementary contract requirements, technical specifications; cost estimates, responses to requests for Information (RFIs).
- Prepare plans for review and approval by Development Review Committee (DRC); Planning and Zoning (P&Z); Architectural Appearance Committee (AAC); City's Building Department; Broward County Traffic Engineering; Broward County Water Resources; Florida Department of Health (HRS); Florida Department of Environmental Protection (FDEP); Florida Department of Transportation (FDOT); U.S. Department of Housing and Urban Development; and/or, any other government agency or City Department having jurisdiction or requiring plan review and approval.
- Attendance at City Commission, Advisory Committee meetings, pre-design, design, bidding and bid award meetings will be required.
- Provide Construction Administration services to inspect facilities as often as prescribed by code and ultimately certify the project. Upon negotiating a contract for design services, the City expects this task to be listed and priced separately.

Firms and/or any subconsultant(s) must have previous experience in infrastructure projects, and must be licensed to practice Professional Engineering, Architecture, Landscape Architecture, Electrical Engineering, and Irrigation in the State of Florida. Firms may be required to demonstrate proper eligibility for State-funded projects such as Florida Department of Transportation (FDOT), United States Department of Housing

and Urban Development (HUD), etc. State-approved firms should provide proper documentation. Firms that have experience dealing with projects funded via Section 108 Loans or similar are highly encouraged to provide proper verification and familiarity with the program.

2. Tasks/Deliverables

Tasks for Planning and Design for Infrastructure Improvements to Old Pompano Area

Section 0001- ROADWAY

1.1 Prepare detailed designs for the cleaning and grubbing for the removal and replacement of existing sidewalk, curb and gutter, vegetation, pipes (limited) and drainage structures (limited).

1.2 Roadway work to include milling and resurfacing based upon Geotech Reporting. The City, at its sole discretion, may elect to re-build a roadway(s) if the Geotechnical report identifies structural deficiencies that may warrant reconstruction. A maintenance of traffic plans (MOT) shall be provided as required by the governing agency, except when said plan is to be provided by the contractor.

1.3 Provide design for new drainage system along NE 1st Street, NE 3rd Street, and NE 2nd Avenue to consist of curb inlets/catch basins, pipes, and exfiltration trenches.

1.4 Provide design for drainage including a new drainage system along NE 1st Street, NE 3rd Street and NE 2nd Avenue consisting of curb inlets/catch basins, pipes and exfiltration trenches and/or other applicable methodology.

1.5 Provide design for improvement to existing drainage systems based upon the pending results of the Comprehensive Drainage Study being performed by the City's consultant (Chen-Moore Associates).

SECTION 0002 - WATER, SEWER AND RECLAIMED WATER UTILITY IMPROVEMENTS

2.1 Design water, sewer and reclaimed water system improvements based upon information to be provided by and coordinated with the City Utilities Department including the roadways NE 4th St., Flagler Ave. and NE 3rd Ave within the project area. Design will require extensive coordination with Public Works, Utilities, Planning and Zoning (landscape) Departments' Staff.

SECTION 0003 - SIGNING AND MARKING

3.1 Design Signing and Marking for project area in full compliance with the Manual on Uniform Traffic Control; Devices (MUTCD) and/or Broward County Traffic Engineering and/or Florida Department of Transportation.

SECTION 0004 - LANDSCAPING AND STREETSCAPING

4.1 Prepare design for typical concrete sidewalks with planting bed pits with no special concrete sidewalk treatments or special edge/curbs or tree grates. The City, at its sole discretion, may elect to include treatments and/or tree grates depending on site conditions, width of sidewalks, ADA accessibility, etc. Design will require extensive coordination with Public Works, Nursery, Utilities, and Planning and Zoning (landscape) Departments' Staff. All landscaping elements must meet applicable Florida standards.

4.2 Prepare landscape design for medium size flowering street trees or medium end palms with combination of native/non-native plantings dependent on irrigation system. Important consideration will be given to future maintenance. Design will require extensive coordination with Public Works, Nursery, Utilities, Planning and Zoning (landscape) Departments' Staff. Other departments and/or government agencies may be involved in the review and selection process as well. Landscape architect, urban forester, and/or other qualified and licensed individual(s) will be required to select and tag trees and/or palms.

SECTION 0005 - LIGHTING

5.1 Design street lighting plan including the retention of existing street lighting with limited additional decorative lighting. Design will require extensive coordination with Public Works, Utilities, Planning and Zoning (landscape) Departments' Staff. In addition, firm may be tasked to coordinate any overhead conversion efforts and may be required to act as liaison to the Florida Power and Light, AT&T, Comcast and/or any other Public Services provider. This may include securing easements (if necessary), coordinating and attending design/field meetings, supervising and/or assisting contractor(s) during construction, etc.

SECTION 0006 – PERMITTING/CONSTRUCTION ADMINISTRATION

6.1 Selected firm shall be responsible for all aspects of permitting and approvals except for specific requirements affecting the contractor(s). This section refers to preparation of permit applications and necessary plans (whether paper or electronic submittals), minimum number of site inspections, close-outs, construction progress meetings, change order's review, as-built plans, etc., as it may be deemed necessary for final project certification. The City, at its sole discretion, may choose to issue a contract for Construction Administration Services or carry out said activities with in-house Staff (i.e., own inspection services, etc.)

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 15% 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: http://pompanobeachfl.gov/pages/departments/directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 15% 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 eight (8) 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 three (3) 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.

LIMITS OF LIABILITY

| Type of Insurance | 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 | |
| XX explosion & collapse hazard | property damage | |
| XX underground hazard | | |
| XX products/completed operations hazard | bodily injury and property damage combined | |
| XX contractual insurance | | |
| XX broad form property damage | | |
| 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 property damage combined | | |
| XX non-owned | | | |

REAL & PERSONAL PROPERTY

| | |
|-----------------------|---|
| XX comprehensive form | Consultant must show proof they have this coverage. |
|-----------------------|---|

EXCESS LIABILITY

| | | | |
|------------------------|--|--------------|--------------|
| XX umbrella form | bodily injury and property damage combined | | |
| XX other than umbrella | | \$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.

| <u>Criteria</u> | <u>Point Range</u> |
|--|---------------------------|
| 1. Prior experience of the firm with projects of similar size and complexity: | 0-40 |
| a. Number of similar projects (Section 108 Loans) | |
| 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 due to firm's performance | |
| 2. Qualifications of personnel including sub consultants: | 0-30 |
| 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) FDOT accreditation (LAP), etc. | |
| 3. Technical approach to perform the tasks described in the Scope of Services: | 0-20 |
| a. Level of effort | |
| b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | |
| 4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants). Points assigned shall be based on five (5) to certified prime and one (1) for each certified sub. | 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. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. 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. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or 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.

d. 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.

e. 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.

f. 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.

j. 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.

k. 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: _____

| <u>Name of Firm</u> | <u>Contact Person, Telephone Number</u> | <u>Type of Work to be Performed</u> | <u>Contract Amount/Percentage</u> |
|---------------------|---|-------------------------------------|---------------------------------------|
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(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 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? |
|--------------|-----------------------|
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**STATEMENT OF NO RESPONSE
T-19-15 PLANNING AND DESIGN SERVICES FOR OLD POMPAÑO
AREA IMPROVEMENTS**

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 _____

EXHIBIT - B



November 10, 2015

City of Pompano Beach
100 West Atlantic Boulevard – Room 276
Pompano Beach, Florida 33060
ATTN: Horacio Danovich

**Subject: Old Pompano Area Improvement Project
Scope of Services for Professional Planning and Design Services**

Dear Mr. Danovich:

Chen Moore and Associates (CMA) was recently awarded the Planning and Design Services for the Old Pompano Area Improvement advertised under Request for Letters of Interest T-19-15. CMA is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide professional planning and design services for the Old Pompano Area Improvement Project. The purpose of this project is to provide the planning and design services for infrastructure improvements within the public right of way areas within the project limits for the Old Pompano Area. CMA shall prepare all construction documents required to secure all regulatory permits and to construct the proposed infrastructure improvements within the project limits of the Old Pompano Area. The proposed infrastructure improvements will service the contiguous low and moderate-income residential neighborhoods surrounding the project area. The proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit Plan adopted by the City along with recently constructed infrastructure improvements within the Old Pompano Area. The total project cost was previously estimated by the City to be approximately \$6.1 million. The City expects to receive funding in the amount of \$4.3 million via the Section 108 loan guarantee component of the Community Development Block Grant (CDBG) Program. The Pompano Beach CRA would need to provide the remaining funding in the amount of \$1.8 million to meet the estimated project costs.

The general limits of the Old Pompano Area are considered to be bounded by NE 10th Street on the north, NE 5th Avenue on the east, Atlantic Boulevard on the south, and Dixie Highway on the west, as displayed on Exhibit 1 – Project Limits Map. The City wishes to construct infrastructure improvements throughout the Old Pompano Area in phases. These infrastructure improvements will include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements within the public right of way in Old Pompano Area. Phase 1 is currently under construction as part of the Downtown Pompano Beach Connectivity Plan – MLK Boulevard and Old Pompano Project, which included infrastructure improvements in the Old Pompano Area along Flagler Avenue between NE 1st Street and NE 3rd Street, NE 1st Avenue between Atlantic Boulevard and NE 3rd Street, NE 1st Street between Flagler Avenue and NE 1st Avenue, NE 2nd Street between Flagler Avenue and NE 1st Avenue, and NE 4th Street between Flagler Avenue and NE 1st Avenue. The City intends to extend similar infrastructure to other right of way areas in the Old Pompano Area in phases. According to the project scope defined within RLI #T-19-15 for this project, Phase 2 of infrastructure improvements will be completed within the public right of way areas along the following roadway corridors, as displayed on Exhibit 1 - Project Limits Map:

- NE 1st Street between NE 1st Avenue and NE 3rd Avenue
- NE 3rd Street between NE 1st Avenue and NE 2nd Avenue
- NE 4th Street between Flagler Avenue and NE 2nd Avenue
- Flagler Avenue between NE 3rd Street and NE 4th Street
- NE 2nd Avenue between NE 1st Street and NE 4th Street
- NE 3rd Avenue between NE 1st Street and NE 4th Street

This scope of services will include the proposed infrastructure improvements within Phase 2 in the Old Pompano Area, which include roadway, streetscape, landscape, irrigation, lighting, and utility infrastructure improvements. Each public roadway in the Phase 2 of the Old Pompano Area will receive improvements to the existing roadways, pedestrian sidewalks, stormwater drainage, pavement markings, signage, landscaping, irrigation, and lighting along with various utility improvements to the water, sewer, and reclaimed water systems. A more detailed summary of the proposed infrastructure improvements under Phase 2 of this project is listed below.

- **Roadway Improvements – Phase 2** of this project shall include any demolition activities required for the removal of existing sidewalk, curb and gutter, vegetation, limited underground utility piping, and existing drainage structures. The proposed roadway improvements shall include a combination of the milling and resurfacing the existing roadway or the complete reconstruction of the existing roadways as feasible. The configuration of the proposed roadway improvements will follow the conceptual layout exhibits for Flagler Avenue, NE 2nd Avenue, NE 3rd Avenue, NE 1st Street, NE 3rd Street, and NE 4th Street, which were included within the documentation with RLI #T-19-15. The proposed roadways will be reconfigured as necessary to provide adequate space for continuous pedestrian sidewalks and cross walks, landscaping opportunities, and on street parking.
- **Pavement Markings and Signage – Phase 2** of this project shall include new pavement markings and signage in full compliance with the Manual on Uniform Traffic Control Devices (MUTCD), Broward County Traffic Engineering (BCTE), and Florida Department of Transportation (FDOT). The configuration of the proposed pavement markings and signage will follow the conceptual layout exhibits for Flagler Avenue, NE 2nd Avenue, NE 3rd Avenue, NE 1st Street, NE 3rd Street, and NE 4th Street, which were included within the documentation with RLI #T-19-15.
- **Streetscaping – Phase 2** of this project will include new concrete sidewalks, crosswalks, landscape bump out areas, tree wells, and street furniture. The City, at its sole discretion, may elect to include additional streetscape treatments depending on existing site conditions, available sidewalk width, ADA accessibility, etc. The configuration of the proposed pedestrian areas will follow the conceptual layout exhibits for Flagler Avenue, NE 2nd Avenue, NE 3rd Avenue, NE 1st Street, NE 3rd Street, and NE 4th Street, which were included within the documentation with RLI #T-19-15.
- **Landscaping/Irrigation – Phase 2** of this project will include new landscaping and irrigation to available landscape areas. All landscaping elements must meet applicable Florida standards. The landscape design will include medium size flowering street trees or medium end palms with combination of native/non-native plantings dependent on irrigation system. The configuration of the proposed landscape areas will follow the conceptual layout exhibits for Flagler Avenue, NE 2nd Avenue, NE 3rd Avenue, NE 1st Street, NE 3rd Street, and NE 4th Street, which were included within the documentation with RLI #T-19-15.
- **Lighting – Phase 2** of this project will include the installation of new decorative pedestrian level lighting while retaining any existing street lighting within the project area. The proposed lighting will follow the conceptual layout exhibits for Flagler Avenue, NE 2nd Avenue, NE 3rd Avenue, NE 1st Street, NE 3rd Street, and NE 4th Street, which were included within the documentation with RLI #T-19-15.
- **Stormwater Improvements – Phase 2** of this project will include new stormwater improvements within the public right of way to ensure the new roadways meet drainage design criteria. The proposed stormwater improvements will include a new drainage system of curb inlets, catch basins and exfiltration trenches interconnected with underground drainage piping and/or roadway gutters within each public of way.
- **Sanitary Sewer Improvements – Phase 2** of this project will include the relining or replacement of existing sanitary VCP sewer laterals along NE 1st Street, NE 3rd Street, and NE 2nd Avenue. There are 109 existing sanitary laterals in need of relining or replacement within the project area. The existing sanitary lateral shall be replaced in areas where underground construction is required or shall be relined in areas without any underground construction.

- Water Main Improvements – Phase 2 of this project will include the replacement of existing water mains along some corridors which are undersized and/or older piping with maintenance problems. Based on the discussion with City, the replacement of water mains will be completed along NE 1st Street between NE 1st Avenue and NE 3rd Avenue, NE 3rd Street between Flagler Avenue and NE 2nd Avenue, and NE 2nd Avenue.
- Reuse Main Improvements – Phase 2 of this project will include the installation of new reuse water main, which would be used to eventually service the Civic Campus. Although the exact route of the proposed reuse main is not confirmed at this time, the proposed reuse main will likely be installed along NE 2nd Avenue.

This scope of services will include the planning and design services necessary to prepare all required construction documents for the proposed infrastructure improvements within Phase 2 of the Old Pompano Beach. If budget allows, the City is also interested in extending limited infrastructure improvements into other roadway corridors within the Old Pompano Area outside of the roadway corridors listed above, which are identified as Future Phases within Exhibit 1 – Project Limits Map. The professional planning and design services required for Phase 2 of the Old Pompano Area Improvement Project is defined in more detail within the scope of services below.

SCOPE OF SERVICES

Task 1: Project Coordination (Phase 2 Only)

Task 1.1 Project Coordination Meetings

CMA shall attend project coordination meetings throughout the design phase of the Old Pompano Area Project. These project coordination meetings will be held with staff members from the City of Pompano Beach, the City of Pompano Beach CRA, regulatory agencies, utility providers and/or other engineering consultants to ensure the project goals and requirements are met by the project design. As necessary, CMA will be available to meet with City staff to ensure the proposed infrastructure improvements will be consistent with the Dixie East Transit Oriented Development Plan and the Downtown Pompano Transit (DPTOC) adopted by the City along with any City design standards. As necessary, CMA will be available to meet with staff at various regulatory agencies including but not limited to Broward County Environmental Protection and Growth Management (BCEPGM), South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), Broward County Health Department (BCHD), and Broward County Highway Construction and Engineering Department (BCHCED) to obtain any relevant information on the permit requirements. As necessary, CMA will be available to meet with the design engineers of the Downtown Connectivity Plan Project to ensure the appropriate continuation and connections between the two adjacent project areas. CMA shall be responsible for preparing all meeting documentation required for the attendees and for recording any meeting minutes as necessary. CMA shall attend any required project coordination meetings throughout the design process from the issuance of Notice to Proceed #1 by the City until the completion of Task 7 – 100% Design Submittal. All work under this task will be billed on an hourly not to exceed basis.

Task 1.2 Public Coordination Meetings

CMA shall attend up to 2 public coordination meetings with the general public and elected public officials throughout the design phase of the Old Pompano Area Project. These public coordination meetings will be held to inform the general public about the proposed project and to gather any input from the public on the proposed improvements. CMA will conduct 1 public workshop together with City staff to gather input from neighborhood residents, business owners, and other project stakeholders on the proposed improvements. The City will be responsible for any coordination necessary to schedule the public workshop at a City facility. CMA shall prepare for and attend up to 1 City Commission meeting for the purpose of presenting the proposed improvements and gathering any input from the City Commission. CMA shall be responsible for preparing all meeting documentation required for the attendees, for recording any meeting minutes, and for conducting any presentations as necessary. These public coordination meetings will be scheduled during the design process. All work under this task will be billed on an hourly not to exceed basis.

Task 1.3 Project Review Meetings

Prior to the submittal of each project deliverable to the City, CMA will conduct a QA/QC review session of the design plans together with our construction staff to identify any potential constructability issues. CMA shall complete the QA/QC Review prior to submittal of each deliverable to City. CMA will attend a review meeting with the City staff to discuss any review comments on each project deliverable. Any review comments from the City on each project deliverable are expected to be provided to CMA in a timely manner. As necessary, CMA shall immediately revise the project documents to address any review comments from the City on each project deliverable. CMA shall attend any required project review meetings throughout the design process from the

issuance of Notice to Proceed #1 until the completion of Task 7 – 100% Design Submittal. All work under this task will be billed on an hourly not to exceed basis.

Task 2: Site Investigation (Phase 2 Only)

Task 2.1 Topographic Survey

The City shall retain a licensed surveyor to complete the topographic survey of the public right of way within Phase 2 of the Old Pompano Area under a separate agreement. The surveyor will be responsible for providing the topographic survey of the Phase 2 project area in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. CMA shall coordinate directly with the surveyor to ensure all appropriate data is gathered during the completion of the topographic survey. CMA shall review topographic data upon completion of the survey and provide any comments to the surveyor if necessary. CMA shall update the CAD settings of the topographic survey as necessary and incorporate survey information into the base plans for the project. CMA shall complete this task within 30 calendar days from the receipt of the initial topographic survey from the surveyor. All work under this task will be billed on a lump sum basis.

Task 2.2 Subsurface Utility Verification

The City shall retain a subsurface utility engineering consultant to conduct utility testholes to confirm the location of any existing underground utilities within Phase 2 of the Old Pompano Area under a separate agreement. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and any existing underground utility infrastructure within the Phase 2 public right of way. The subsurface utility engineering consultant will be responsible for providing the utility testhole report to CMA for use in the development of the design plans. CMA shall coordinate directly with the subsurface utility engineering consultant to ensure all appropriate data is gathered on the existing underground utilities. CMA shall review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant if necessary. CMA shall incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. CMA shall complete this task within 30 calendar days from the receipt of the initial utility testhole reports from the subsurface utility engineering consultant. All work under this task will be billed on a lump sum basis.

Task 2.3 Geotechnical Investigation

CMA shall retain a geotechnical engineering firm to acquire the relevant soils information required to estimate subsurface soil conditions, soil infiltration rates, and soil permeability, which is necessary to properly design the proposed improvements within Phase 2 of the Old Pompano Area. This task includes the completion of 3 FDOT Standard Exfiltration Tests within the project area to verify the subsurface soil permeability, 5 Standard Penetration Test (SPT) soil borings to verify the subsurface soil conditions, and up to 15 asphalt cores to measure the existing roadway thickness within Phase 2. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed #2 by the City. All work under this task will be billed on a lump sum basis.

Task 2.4 Document Research/Review

CMA shall review all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the Phase 2 project area. CMA will use this information to determine and verify the configuration of existing conditions along with any limitations on the proposed improvements. CMA will also review all plat maps for the project areas to confirm the presence of any utility

easements. CMA shall contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CMA will coordinate directly with all utility providers with existing infrastructure within the project area to obtain any available system maps. CMA shall incorporate the approximate location of all existing underground utilities into the design plans based on any available drawings. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed #2 by the City. All work under this task will be billed on a lump sum basis.

Task 2.5 Project Site Visits

CMA shall perform necessary site visits to the Phase 2 project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire project limits within Phase 2 and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed #2 by the City until the completion of Task 7 – 100% Design Submittal. All work under this task will be billed on a lump sum basis.

Task 3: 60% Design Submittal (Phase 2 Only)

CMA will prepare and submit 60% design project documents for Phase 2 of the Old Pompano Area to the City for review and approval. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare 60% design drawings, which will consist of the existing condition plans, water and sewer plans (plan view only), stormwater plans (plan view only), paving and grading plans, pavement markings and signage plans, landscape plans, irrigation plans, electrical plans, and any relevant detail drawings.
- Cost Estimate – CMA will prepare a preliminary cost estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

Task 3.1 Civil Engineering Design

CMA shall be responsible for all civil engineering design services necessary to prepare the 60% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, water and sewer plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 60% Design Submittal. CMA shall submit 60% design plans to the City for review within 60 calendar days from the completion of Task 3 – Site Investigation.

Task 3.2 Electrical Design

Since this project includes the implementation of new pedestrian lighting throughout the project area, CMA will retain an electrical engineering consultant to prepare the design plans for the electrical, instrumentation, and control components for the proposed lighting improvements to be included within the 60% Design Submittal. The electrical engineering consultant shall be responsible for the preparation of the preliminary electrical plans and details within the 60% Design Submittal. CMA shall submit 60% design plans to the City for review within 60 calendar days from the completion of Task 3 – Site Investigation.

Task 3.3 Landscape/Irrigation Design

CMA shall be responsible for all landscape architecture and irrigation design services necessary to prepare the 60% Design Submittal. CMA shall be responsible for the preparation of landscaping plans and irrigation plans within the 60% Design Submittal. CMA shall submit 60% design plans to the City for review within 60 calendar days from the completion of Task 3 – Site Investigation.

Task 4: 90% Design Submittal (Phase 2 Only)

CMA will prepare and submit 90% design project documents for Phase 2 of the Old Pompano Area to the City for review and approval. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 60% design drawings, which will consist of the existing condition plans, water and sewer plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape plans, irrigation plans, electrical plans, and any relevant detail drawings.
- Technical Specifications – CMA will prepare technical specifications for each discipline within the proposed work included within the 90% Design Submittal.
- Cost Estimate – CMA will prepare a cost estimate of the probable construction costs which will reflect the proposed work included within the 90% Design Submittal.

Task 4.1 Civil Engineering Design

CMA shall be responsible for all civil engineering design services necessary to prepare the 90% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, water and sewer plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 90% Design Submittal. CMA shall submit 90% design plans to the City for review within 60 calendar days from the completion of Task 4 – 60% Design Submittal.

Task 4.2 Electrical Design

Since this project includes the implementation of a new pedestrian lighting throughout the project area, CMA will retain an electrical engineering consultant to prepare the design plans for the electrical, instrumentation, and control components for the proposed lighting improvements to be included within the 90% Design Submittal. The electrical engineering consultant shall be responsible for the preparation of the preliminary electrical plans, specifications, and details within the 90% Design Submittal. CMA shall submit 90% design plans to the City for review within 60 calendar days from the completion of Task 4 – 60% Design Submittal.

Task 4.3 Landscape/Irrigation Design

CMA shall be responsible for all landscape architecture and irrigation design services necessary to prepare the 90% Design Submittal. CMA shall be responsible for the preparation of landscaping plans and irrigation plans within the 60% Design Submittal. CMA shall submit 90% design plans to the City for review within 60 calendar days from the completion of Task 4 – 60% Design Submittal.

Task 5: Regulatory Permitting (Phase 2 Only)

CMA will obtain, review, and complete permit applications and will prepare backup documentation required by the regulatory permitting agencies. CMA will be responsible for coordination with all regulatory agencies during

the permitting process. Upon the receipt of City review comments on the 90% Design Submittal, CMA will send the application forms to the City for signature along with check(s) for all permit and application fees. CMA shall submit all required permit applications to the relevant regulatory agencies. The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. Upon obtaining review comments from the regulatory agencies, CMA will revise applications, plans, and technical specifications as per comments from these regulatory agencies and re-submit to the regulatory agencies for permit approval. The permit approvals can be expected within 60 days of submittal to the regulatory agencies. All required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Submittal to the City.

Task 5.1 Surface Water Permitting

CMA shall obtain the relevant surface water permits required for the proposed stormwater improvements within the project area. CMA shall submit permit application packages to the South Florida Water Management District (SFWMD) for an Environmental Resource Permit and to Broward County Environmental Protection and Growth Management (BCEPGM) for a Surface Water License as necessary. CMA shall also submit dewatering permit application packages to the SFWMD and to BCEPGM for the dewatering operations required during construction as necessary. CMA shall update the stormwater plans based on any review comments received from BCEPGM during the permitting process.

Task 5.2 Sanitary Sewer Permitting

CMA shall obtain the relevant sanitary sewer permits required for the proposed improvements to the existing sanitary gravity collection system and reclaimed water system within the project area. CMA shall submit permit application packages to Broward County Environmental Protection and Growth Management Department (BCEPGM) for a sanitary sewer permit as necessary. CMA shall update the water and sewer plans based on any review comments received from BCEPGM during the permitting process.

Task 5.3 Water Main Permitting

CMA shall obtain the relevant water main permits required for the proposed improvements to the existing water distribution system within the project area. CMA shall submit permit application packages to Broward County Health Department (BCHD) for a water main permit as necessary. CMA shall update the water and sewer plans based on any review comments received from BCHD during the permitting process.

Task 5.4 Roadway Permitting

CMA shall obtain the relevant roadway permits required for the proposed improvements to the roadways, pavement markings, and signage within the project area. CMA shall submit permit application packages to Broward County Highway Construction and Engineering Department (BCHCED) for a traffic approval as necessary. CMA shall update the paving and grading plans and pavement markings and signage plans based on any review comments received from BCHCED during the permitting process.

Task 5.5 Tree Removal Permitting

CMA shall obtain the relevant environmental permits required for the proposed improvements within the project area. If necessary, CMA shall submit tree removal permit application packages to Broward County Environmental Protection and Growth Management Department (BCEPGM) for any existing trees to be removed during

construction. CMA shall update the landscaping plans based on any review comments received from BCEPGM during the permitting process.

Task 5.6 Building Permit Dry Run Review

CMA shall submit the design plans to the City Building Department for a “dry run” review of the landscaping, irrigation, electrical, and structural components of the proposed improvements. The City will coordinate directly with the City staff responsible for the “dry run” review of these component to expedite the review process. CMA shall update the design plans based on any review comments received from the City during the permitting process.

Task 6: 100% Design Submittal (Phase 2)

CMA will prepare and submit 100% design documents for Phase 2 of the Old Pompano Area to the City for review and approval. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these final design drawings, which will consist of the existing condition plans, water and sewer plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape plans, irrigation plans, electrical plans, and any relevant detail drawings.
- Technical Specifications – CMA will prepare the final technical specifications, which will include each discipline of the proposed work defined within the 100% Design Submittal.
- Cost Estimate – CMA will prepare a final cost estimate of the probable construction costs, which will reflect the proposed work defined within the 100% Design Submittal.
- Bid Schedule – CMA will prepare a final bid schedule, which will include all line items for the proposed work defined within the 100% Design Submittal.

Task 6.1 Civil Engineering Design

CMA shall be responsible for all civil engineering design services necessary to prepare the 100% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, water and sewer plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 100% Design Submittal. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6.2 Electrical Design

Since this project includes the implementation of new pedestrian lighting throughout the project area, CMA will retain an electrical engineering consultant to prepare the design plans for the electrical, instrumentation, and control components for the proposed lighting improvements to be included within the 100% Design Submittal. The electrical engineering consultant shall be responsible for the preparation of the preliminary electrical plans, specifications, and details within the 100% Design Submittal. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6.3 Landscape/Irrigation Design

CMA shall be responsible for all landscape architecture and irrigation design services necessary to prepare the 100% Design Submittal. CMA shall be responsible for the preparation of landscaping plans and irrigation plans

within the 100% Design Submittal. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 7: Bidding Assistance (Phase 2 Only)

Task 7.1 Bid Document Preparation

CMA will assist the City with the preparation of the bid advertisement and bid documents for Phase 2 of the Old Pompano Area. CMA will be responsible for preparing the final bid plans, the final bid specifications, and final bid schedule. City shall be responsible for the preparation of the standard front end documents with the bid requirements. CMA will provide the City with any relevant project information for incorporation into the front end bid documents. CMA shall complete this task according to the schedule defined by the City for the bidding process.

Task 7.2 Bidding Coordination

CMA will attend the Pre-Bid Meeting and will answer all questions and clarifications from potential bidders that are technical in nature. CMA will respond to all written questions requesting clarification of the technical documents for this project. The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CMA shall complete this task according to the schedule defined by the City for the bidding process.

Task 7.3 Bid Analysis

CMA will review the final bid results and make a recommendation for bid award. CMA shall evaluate the qualifications and prior project performance of the low bidder. CMA shall prepare and submit a bid recommendation letter to the City. CMA shall complete this task according to the schedule defined by the City for the bidding process.

Task 8: Construction Administration (Phase 2 Only)

Task 8.1 Construction Meeting Attendance

CMA will attend one preconstruction meeting and up to 24 construction progress meetings with the contractor, City staff, and other project stakeholders over the estimated construction duration of 12 months. CMA will attend a walk-through inspection meeting to prepare a punch list at the substantial completion stage. CMA will attend a final inspection meeting to review the punch list for completion prior to final acceptance of the project. CMA shall complete this task according to the schedule established for the contractor.

Task 8.2 Shop Drawing Review

CMA will review all shop drawings submitted by the contractor prior to commencement of construction. CMA shall review and respond to each shop drawings within 5 work business days of the submittal by the contractor. Upon review of each shop drawing, CMA will submit the shop drawings to City staff for their review and approval. CMA shall complete this task according to the schedule established for the contractor.

Task 8.3 Building Permit Assistance

CMA will assist the contractor selected by the City with obtaining a Building Permit from the City, which is required for any electrical, structural, and landscaping components of the proposed improvements, such as the proposed hardscape, landscape, and lighting improvements. CMA shall be responsible for providing signed and sealed construction drawings to the selected contractor for obtaining any Building Permit approvals. CMA will respond to review comments from the City Building Department and modify the construction documents to address any review comments from the Building Department. The contractor will be responsible for all direct coordination with the Building Department and for obtaining the Building Permit. CMA shall complete this task according to the schedule established for the contractor.

Task 8.4 Respond to Requests for Information

CMA will review and respond to Requests For Information (RFI) from the contractor during construction operations. CMA shall review and respond to each RFI within 3 work business days of the submittal by the contractor. As necessary, CMA shall prepare any documentation required to clarify issues included within a RFI from the contractor. CMA will review all pay applications from the contractor to verify the accuracy of their progress. CMA shall complete this task according to the schedule established for the contractor.

Task 8.5 Construction Oversight

CMA shall assist the City with the inspection of the project implementation during construction operations. CMA will be available to conduct daily site inspections of the work during construction operations throughout the construction duration, which is estimated to be 12 months. Construction inspection services defined within this task were estimated based on a construction inspector on-site approximately 8 hours per work day during the project duration of 12 months. The fees for this task will be paid on an hourly not to exceed basis.

Task 8.6 Contract Closeout

CMA shall assist the City with the closeout of the contractor's contract. CMA shall review and approve all final documents submitted by the contractor, which will include the project as-built drawings. As necessary, CMA shall update the GIS Atlas based on the as-built drawings for the proposed utility improvements constructed under this project. CMA shall submit project certifications to the relevant regulatory agencies per permit requirements. CMA shall submit a project certification letter to the City upon the final acceptance of the project.

Task 9: Reimbursable Expenses

Task 9.1 Document Reproduction

CMA shall provide all document reproduction required for each project deliverable to the City and regulatory agencies as defined within the scope. All printing costs for deliverable will be reimbursed by the City at cost.

DELIVERABLES

CMA will provide the following deliverables at each submittal:

Design Plans:

- 5 half size sets (11"x17") at each submittal
- 1 digital copy (CAD format) at each submittal
- 1 digital copy (PDF format) at each submittal

Technical Specifications:

- 1 hard copy at each submittal
- 1 digital copy (PDF format) at each phase submittal

SCOPE ASSUMPTIONS

- The City will provide all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the project area.
- The City will be responsible for all coordination necessary to schedule the public workshops with residents.
- This scope does not include any services required for easement or right-of-way acquisitions.
- The City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City Building Department.
- The City will provide timely responses to information included within each submittal.
- The City will provide the standard front end contract documents to CMA to incorporate into the bid documents.
- The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CMA will submit monthly invoices, which will be payable by City within 30 days.
- The City will reimburse CMA for any document reproduction costs for all submittals to City and to regulatory agencies.
- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be invoiced at cost as defined in our contract agreement with the City.
- Any additional engineering services from CMA requested by the City outside of the items defined within scope will be billed at hourly rates according the attached Rate Schedule.
- CMA shall comply with the requirements of the Davis-Bacon Act defined within Exhibit E, which is attached to this scope of services.

PROJECT SCHEDULE

CMA shall start work immediately upon receipt of Notice to Proceed and official authorization from the City. The estimated project schedule listed below is based on the assumption that this scope of services will be approved by the City Commission on December 8, 2015 with the Notice to Proceed to be issued by the City by January 1, 2016. The estimated project schedule is also based on the assumption that the City will provide any review comments on design submittals within 14 days and regulatory agencies will provide any review comments on permit submittals within 30 days.

| Task | Task Description | Duration | Estimated Deadline |
|-------------|--|-----------------|---------------------------|
| 1 | Design Coordination (Phase 2 Only) | 300 days | October 27, 2016 |
| 2 | Site Investigation (Phase 2 Only) | 30 days | February 1, 2016 |
| 3 | 60% Design Submittal (Phase 2 Only) | 60 days | April 1, 2016 |
| 4 | 90% Design Submittal (Phase 2 Only) | 60 days | June 14, 2016 |
| 5 | Regulatory Permitting (Phase 2 Only) | 60 days | August 29, 2016 |
| 6 | 100% Design Submittal (Phase 2 Only) | 60 days | October 27, 2016 |
| 7 | Bidding Assistance (Phase 2 Only) | TBD | TBD |
| 8 | Construction Administration (Phase 2 Only) | TBD | TBD |
| 9 | Reimbursable Expenses | N/A | N/A |

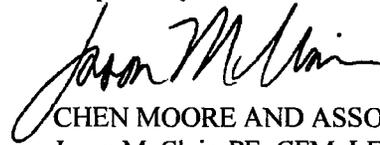
PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **\$484,050** for Phase 2 only. The fees for each task on this project are summarized within the table below:

| Task | Task Description | Lump Sum Fees | Hourly NTE Fees |
|-------------|--|----------------------|------------------------|
| 1 | Design Coordination (Phase 2 Only) | N/A | \$39,950 |
| 2 | Site Investigation (Phase 2 Only) | \$45,175 | N/A |
| 3 | 60% Design Submittal (Phase 2 Only) | \$74,900 | N/A |
| 4 | 90% Design Submittal (Phase 2 Only) | \$74,900 | N/A |
| 5 | Regulatory Permitting (Phase 2 Only) | \$59,925 | N/A |
| 6 | 100% Design Submittal (Phase 2 Only) | \$47,525 | N/A |
| 7 | Bidding Assistance (Phase 2 Only) | \$18,875 | N/A |
| 8 | Construction Administration (Phase 2 Only) | N/A | \$120,300 |
| 9 | Reimbursable Expenses | N/A | \$2,500 |
| | Total: | \$321,300 | \$162,750 |

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1003 or on my cell phone at (954) 818-9550 or send me an electronic message at jmclair@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Jason McClair, PE, CFM, LEED AP
Vice President – Operations

EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

- Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

12.0 Instruments of Service Ownership

- All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediation/Dispute Resolution

- To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- In the event of litigation, disputes shall be resolved in the circuit court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates
500 W. Cypress Creek Road., Suite 630
Fort Lauderdale, FL33309

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Old Pompano Area Improvements**
Client Name: **City of Pompano Beach**
Client Contact: **Mr. Horacio Danovich**
Client Address: **100 West Atlantic Boulevard Room #276 – Pompano Beach FL 33060**
Client Phone/Fax: **(954) 786-7834**
Client E-mail: **Horacio.Danovich@copbfl.com**
CMA Project No. **092.056**
Agreement Date: **November 10, 2015**
FEE: **\$484,050**
RETAINER: **N/A**

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

**CHEN MOORE AND ASSOCIATES
D/B/A CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. (CONSULTANT)**



Authorized Signature

Jason McClair – Vice President

Print Name/Title

November 10, 2015

Date

CITY OF POMPANO BEACH (CLIENT)

Authorized Signature

Print Name/Title

Date

EXHIBIT C – RATE SCHEDULE

| Title | Hourly Rate |
|--------------------------------|--------------------|
| Principal | \$250.00 |
| Project Director | \$190.00 |
| Senior Project Manager | \$170.00 |
| Project Manager | \$155.00 |
| Senior Engineer | \$140.00 |
| Senior Construction Specialist | \$130.00 |
| Senior Landscape Architect | \$125.00 |
| Senior Planner | \$125.00 |
| Project Engineer | \$125.00 |
| Associate Engineer | \$115.00 |
| Senior Designer | \$105.00 |
| Project Landscape Architect | \$100.00 |
| Project Planner | \$100.00 |
| Associate Landscape Architect | \$85.00 |
| Associate Planner | \$85.00 |
| Engineer | \$85.00 |
| Designer | \$85.00 |
| Construction Specialist | \$85.00 |
| Senior Technician | \$75.00 |
| Technician | \$65.00 |
| Clerical | \$60.00 |
| Engineering Intern | \$60.00 |

EXHIBIT - C

EXHIBIT C

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth herein. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. Policies shall be issued by companies authorized to conduct business in Florida who have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement. CONTRACTOR shall not continue Work pursuant to this Contract unless all required insurance remains in full force and effect.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

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) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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 as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- comprehensive form bodily injury and property damage
- premises - operations bodily injury and property damage
- explosion & collapse hazard
- underground hazard
- products/completed operations hazard bodily injury and property damage combined
- contractual insurance bodily injury and property damage combined
- broad form property damage bodily injury and property damage combined
- independent contractors personal injury
- personal injury

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- comprehensive form
- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

- other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

- * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Notice of Claims. CONTRACTOR and all subcontractors shall notify the City's Risk Manager in writing within thirty (30) days of any notice of a potential claim or the filing of a claim relating to the Work being performed for the City.

EXHIBIT - D

**SUPPLEMENTARY CONDITIONS
OF THE CONTRACT FOR
CONSTRUCTION**U.S. Department of Housing
and Urban Development
Office of HousingOMB Approval No. 2502-0598
(Exp. 04/30/2014)

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Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers

performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in

any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40

U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.