

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC. TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES; PROVIDING AN EFFECTIVE DATE. (Fiscal Impact: \$259,371.89)

Summary of Purpose and Why:

Staff is seeking City Commission authorization to execute a Resolution approving a Service Contract with Calvin, Giordano & Associates, Inc. ("CGA") in the sum of \$259,371.89. CGA will provide Construction Engineering Inspection (CEI) services related to streetscape improvements along MLK Boulevard from Powerline Road to the Florida Turnpike. Staff recommends approval.



- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Horacio Danovich/John Sfiropoulos Ext. 786-4601
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$259,371.89 (account no. 302-7454-530-65-12)
(Project 12176) with the attached Budget Adjustment.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	1/28/2016	2016-442 ✓	
Budget	2-3-16	Approval	
X Finance Director			
X City Manager			

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

February 1, 2016

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager
John Sfiropoulos, City Engineer
Otis Thomas, General Services Director

FROM: Horacio Danovich, CIP Manager



Issue

Staff is seeking City Commission approval to award a professional services contract to Calvin, Giordano & Associates, Inc. ("CGA") to conduct Construction Engineering Inspection (CEI) services related to streetscape improvements on Dr. Martin Luther King, Jr. Boulevard from Powerline Road to Blount Road (see Location Map) in the sum of \$259,371.89 as described in "Exhibit A".

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission approval to award a contract to CGA. The firm responded to solicitation RLI E-56-15 (see "Exhibit B") and was ranked number one. This solicitation pertains to streetscape improvements on Dr. Martin Luther King, Jr. Boulevard from Powerline Road to Blount Road including, but not limited to, new sidewalks, landscape, road resurfacing and new lighting.

As a function of the City's commitment to the Florida Department of Transportation (FDOT), the City agreed to retain an independent CEI to oversee construction activities. This is not a statutory requirement, though. The purpose of the CEI is to provide onsite supervision, fill out and submit all required Local Area Planning (LAP) required forms, assist with plan review and field verification, and ultimately certify the project. Although the City is allowed to carry out these duties in lieu of retaining an outside professional, the work is

quite onerous, it requires very well versed staff to be able to produce massive amounts of reporting material every month (as many as 62 forms must be filled out each month), it necessitates the academic credentials (professional licensure, etc.), and requires field expertise with FDOT LAP projects. City Staff isn't properly trained to carry out all of these duties and the magnitude and length of this project urges retaining an independent CEI as opposed to using City staff.

This project entails resurfacing over 4,000 L.F. of roadway. In addition, the project will add new sidewalks along both sides of the road including new bus shelters and landing areas. This will provide added pedestrian connectivity and will enable bus riders to wait for their buses under cover. Another important design element will be the installation of a new landscaped traffic median. The median is intended to act as a traffic calming feature and add color to MLK Boulevard. In the end, the project will result in the last leg of the Education Corridor, a project that's a partnership with Coral Springs, Margate and Coconut Creek.

Based on recent estimates compiled by the Engineer of Record during LAP certification, the anticipated budget for the entire project was \$4.029 million (See exhibit "C"). This budget entertained CEI services exceeding \$431,000.00, which is consistent with FDOT's 12% allocation standard. These numbers have been consistent since the project received a State grant. In July 2015, the City Commission approved a bid for construction costs to Weekley Asphalt in the sum of \$3,532,605.43 including \$460,773.32 in contingency funds. Coupled with this request (\$259,371.89), the anticipated project costs will be \$3,791,977.32. This would result in savings of \$237,211.99.

Staff recommends approval.



City Attorney's Communication #2016-442

January 28, 2016

TO: Horacio Danovich, CIP Engineer
FROM: Mark E. Berman, City Attorney
RE: Resolution Approving Service Contract with Calvin, Giordano & Associates, Inc.

Pursuant to your e-mail dated January 22, 2016, attached please find the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm
l:cor/engr/2016-442

Attachment

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract between the City of Pompano Beach and Calvin, Giordano & Associates, Inc. to provide professional construction engineering inspection services, a copy of which Contract 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 Contract between the City of Pompano Beach and Calvin, Giordano & Associates, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Calvin, Giordano & Associates, Inc., hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Professional Construction Engineering Inspection (CEI) services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$259,371.89

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on 1st of the Month.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Calvin, Giordano & Associates, Inc.
Shelley Eichner, Senior Vice President
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. 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:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. 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 199, Fla. Stat., or as otherwise provided by law;
3. 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
4. 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 City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

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

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ 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

"CONTRACTOR"

Calvin, Giordano & Associates, Inc.
(Print or type name of company here)

Witnesses:

Sara Blumkin

Sara Blumkin
(Print or Type Name)

Elizabeth Prat
(Print or Type Name)

By: Shelley Eichner

Print Name: Shelley Eichner, AICP

Title: Senior Vice President

Business License No. M17373

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28th day of January, 2016 by Shelley Eichner as Senior Vice President of Calvin, Giordano & Associates, Inc. a Florida corporation on behalf of the corporation. He she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Dawn Hopkins
NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed or Stamped)

EE 847097
Commission Number

l:agr/genl srvs/service contract



January 7, 2016

Mr. Horacio Danovich
CIP Engineer
City of Pompano Beach
100 West Atlantic Boulevard, Room 276
Pompano Beach, FL 33060

RE: MLK Roadway Improvements
CGA Proposal No. 15-7938

Dear Mr. Danovich,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional CEI Services

A. The following scope is based upon pre-construction activities, and 330 calendar days of Construction Time / Contract Time (eleven (11) months), and on total hours specified within. Day-time work only is anticipated. Any additional time beyond this will require an approved agreement. The anticipated scope of services include assistance with pre-construction activities and coordination; and Construction Engineering and Observation services for the Martin Luther King Jr. Roadway Improvements project (drainage improvements / modifications; roadway demolition and reconstruction; roadway lighting; and pavement markings and signage).

1. Assistance During Bidding Process - not included.

2. Construction Services

- Attend and participate in one (1) pre-construction meeting at Municipality location; record / prepare / distribute meeting minutes.

Building Code Services
 Coastal Engineering
 Code Enforcement
 Construction Engineering and Inspection
 Construction Services
 Contract Government
 Data Technologies and Development
 Emergency Management Services
 Engineering
 Environmental Services
 Facilities Management
 Indoor Air Quality
 Landscape Architecture
 Municipal Engineering
 Planning
 Public Administration
 Redevelopment and Urban Design
 Surveying and Mapping
 Traffic Engineering
 Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

- Schedule, attend and conduct bi-weekly construction progress meetings at Municipality location for the duration of the construction project (assumed effort at 15 meetings @ 3 hours per meeting); prepare and distribute meeting minutes.
- Receive and coordinate through the EOR, interpretations and clarifications of the Contract Documents (RFI responses, plan revisions, and Work (Change) Directives prepared by the EOR). In connection therewith, assist in the review and processing of any work change directives or change orders requested by the City.
- Receive, review and coordinate the review and processing of shop drawings, samples and other data which the Contractor is required to submit. Effort is limited to one review and one resubmittal per item.
- Perform periodic / daily observations of Field / Resident Project Representative services for compliance with plans and specifications; provide copies of observation reports to the EOR and City on a weekly basis. Make interim inspections for substantial and final completion(s) to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
- Coordinate and conduct close-out inspections with City, Contractor, EOR and permitting agencies; prepare and distribute punch-list(s).
- Perform reviews of as-builts supplied by the Contractor.
- Assist in obtaining information from the Contractor to process close-out packages. Prepare and submit permit close-out documents and certification(s).
- Review, coordinate required revisions, and approve and payment application requests; processing of applications by City.
- Attend and participate in meetings with the City, Contractor, Engineer and appropriate regulatory agencies when requested by the City and necessary for consultation and conferences in regard to construction of the project.

- Receive, review and process Contractor's construction schedule(s), and schedule of values.
3. Landscaping and Irrigation Construction Observation Services - not included (by City).
4. LAP Coordination
- Coordinate and conduct a pre-construction meeting with FDOT, City, Contractor and LAP Oversight representative(s); record / prepare / distribute meeting minutes.
 - Request / obtain access to FDOT LAP reporting documentation systems (LAPIT and EOC).
 - Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports.
 - Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents.
 - Prepare, coordinate and submit (for FDOT approval) construction changes orders.
 - Schedule and conduct a final inspection with FDOT LAP representatives.
 - Assist the City with preparation and submittal of FDOT LAP close-out package ('Blue Folder').
 - Coordinate and assist the City with reimbursement package submittal.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.

- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, and docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized

under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.

- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional CEI Services	\$259,371.89
	CEI Fort Lauderdale	
	CEI	\$246,171.89
	Federal Engineering & Testing	\$13,200.00
III	Meetings not included in I thru II	Hourly
	TOTAL (Plus Hourly Services)	\$259,371.89

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document).
- This Agreement may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Cost of these services are \$259,371.89 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 1-7-16
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Horacio Danovich
Title: CIP Engineer

H. 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.

1. 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.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - b. 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	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— 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
XX	non-owned	combined

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$1,000,000.	\$1,000,000.

PROFESSIONAL LIABILITY

* 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.



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2 OP ID: IG

DATE (MM/DD/YYYY)
02/03/2016

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Eric Martin Woodling	CONTACT NAME: PHONE (A/C No. Ext): 954-776-2222 FAX (A/C No.): 954-776-4446 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co.</td> <td>19882</td> </tr> <tr> <td>INSURER B : American Guar & Liab Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C : Twin City Fire Ins. Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D : Landmark American Ins. Co.</td> <td>33138</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co.	19882	INSURER B : American Guar & Liab Ins Co	26247	INSURER C : Twin City Fire Ins. Co.	29459	INSURER D : Landmark American Ins. Co.	33138	INSURER E :		INSURER F :
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INSURER F :														
INSURED Calvin, Giordano & Associates, Inc. Attn: Dennis Giordano 1800 Eller Drive #600 Ft. Lauderdale, FL 33316														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		21 UNLK3645	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			21 ENZE9789	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AL 2594612806	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/SHR/NER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	21 18NO3209	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Professional Liab <input type="checkbox"/> Claims Made			LF 1753020 RE PRO DATE 8/27/1959	08/27/2015	08/27/2016	Occ/Aggr 2,000,000 Retention 200,000

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

The City of Pompano Beach and Pompano Beach Community Redevelopment Agency are additional insured on the General Liability if required by written contract.

APPROVED
 RISK MANAGEMENT
 ON: 02-03-16
 BY: JFM

CERTIFICATE HOLDER City of Pompano Beach and Pompano Beach Community Redevelopment Agency 100 W. Atlantic Blvd RM 276 Pompano Beach, FL 33060	CANCELLATION POMPANO SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

EDUCATION CORRIDOR
LOCATION MAP

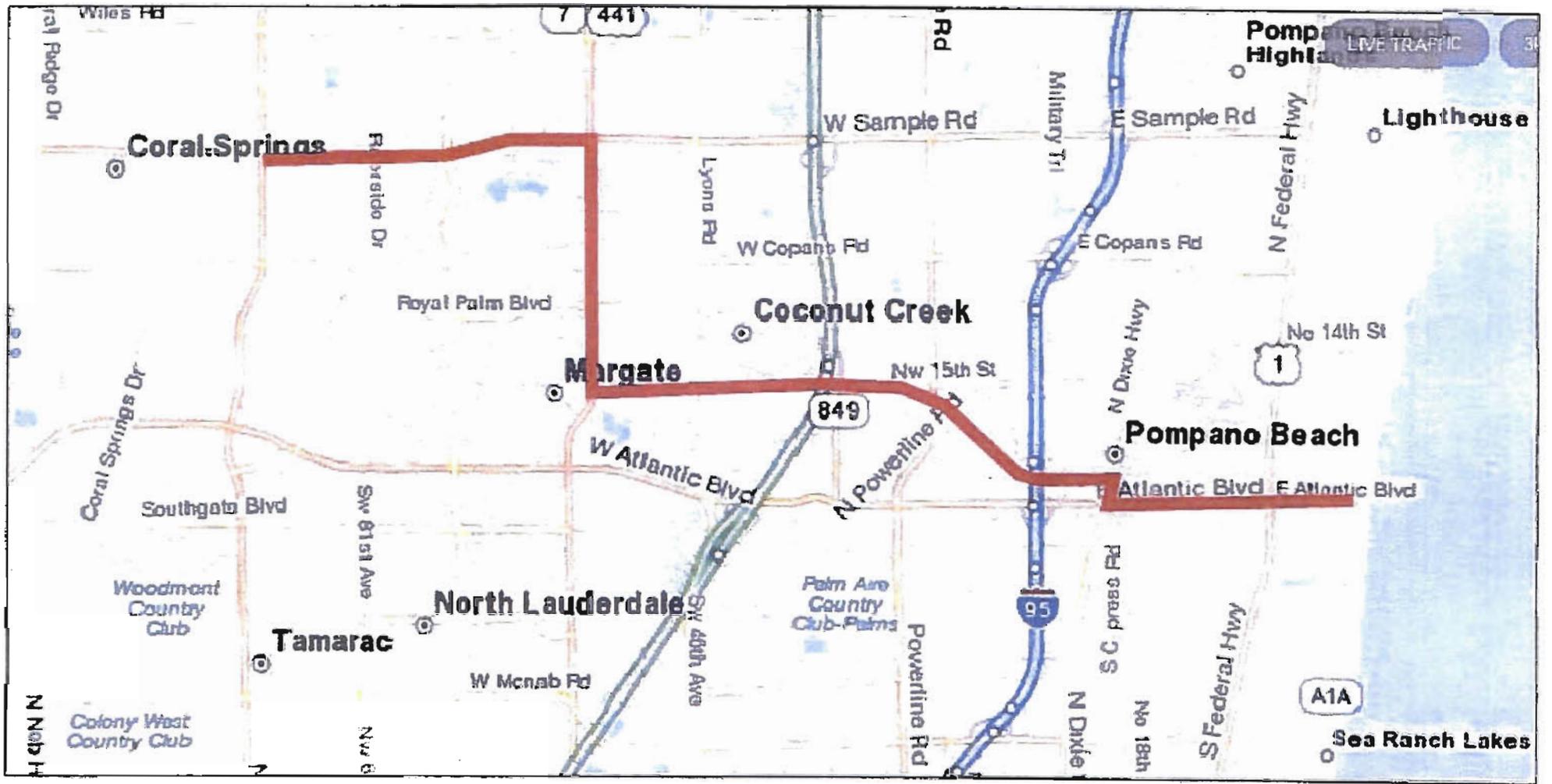


Exhibit "B"



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-56-15**

**CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES FOR THE EDUCATIONAL CORRIDOR**

**RLI OPENING: September 30, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

September 4, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-56-15

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL
CORRIDOR

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Construction Engineering and Inspection (CEI) services to the City for the Educational Corridor, which runs on MLK Jr. Blvd/Hammondville Rd. from FL Turnpike to SR-845/Powerline Road.

The City will receive sealed proposals until 2:00 p.m. (local), September 30, 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

The City intends to issue a single contract to an engineering firm to provide Construction Engineering and Inspection (CEI) services to the City. The projects have a total estimated to be in excess of \$2,000,000 construction cost. A final budget has not been established.

A. Scope Of Services

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below. Service provider to be FDOT certified to conduct CEI services. The Educational Corridor runs from MLK Jr. Blvd/Hammondville Rd. from FL Turnpike to SR-845/Powerline Road.

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

1. Construction Services

- Attend one (1) pre-construction meeting at Municipality location; record / prepare / distribute meeting minutes. Pre-con meeting to be conducted by others (City / Engineer of Record).
- Schedule, attend and conduct bi-weekly construction progress meetings at Municipality location for the duration of the construction project (assumed effort at 15 meetings @ 2 hours per meeting); prepare and distribute meeting minutes.
- Coordinate and conduct a pre-construction meeting with FDOT, City, Contractor and Local Agency Program (LAP) Oversight representative(s); record / prepare / distribute meeting minutes.

- Request / obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (LAPIT) and Equal Opportunity Compliance (EOC).
 - Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports.
 - Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents.
 - Prepare, coordinate and submit (for FDOT approval) construction changes orders.
 - Schedule and conduct a final inspection with FDOT LAP representatives.
 - Assist the City with preparation and submittal of FDOT LAP close-out package ('Blue Folder').
 - Coordinate and assist the City with reimbursement package submittal.
 - Construction quality control inspections.
 - Review and monitor compliance with drawings and technical specifications (e.g., bid schedule, project manual);
 - Receive, and coordinate interpretations and clarifications of the Contract Documents (RFI responses, plan revisions, and Work Change Directives). In connection therewith, assist in the review and processing of any work change directives or change orders requested by the City.
 - Receive and coordinate the review and processing of shop drawings, samples and other data, which the Contractor is required to submit.
 - Make periodic / daily observations (estimated at four (4) hours per day) of Field / Resident Project Representative services for compliance with plans and specifications; provide copies of observation reports to the City on a weekly basis. Make interim inspections for substantial and final completion(s) to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
 - Attend close-out inspections with City, Contractor and permitting agencies; prepare and distribute punch-list(s).
 - Perform initial reviews of as-builts supplied by the Contractor; coordinate final reviews with City and other governing agencies.
 - Assist in obtaining information from the Contractor to process close-out packages. Prepare and submit permit close-out documents and certification(s).
 - Review, coordinate required revisions, and approve and payment application requests; processing of applications by City.
 - Attend and participate in meetings with the City, Contractor, and appropriate regulatory agencies when requested by the City and necessary for consultation and conferences in regard to construction of the project.
 - Receive, review and process Contractor's construction schedule (s), and schedule of values.
2. Landscaping and Irrigation Construction Observation Services
- Conduct periodic inspections as deemed applicable for LAP approval.
 - Assist City inspectors with compliance of applicable standards.
3. LAP Coordination

- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Review and approve updated boundary survey, site evaluation or closing assistance work, if necessary.

Service provider to be FDOT certified to conduct CEI services.

B. Tasks/Deliverables

In general, the engineering firm will provide CEI services as described above. Task/Deliverables shall be in accordance with LAP certification requirements established by FDOT.

C. Small Business Enterprise Program

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

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

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

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

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE

firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

D. 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/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

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

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

E. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound proposal and four (4) 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. Include copies of all SBE certifications for firms listed on these forms.

Local Businesses:

Completed Local Business program forms, Exhibits E-H.

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.

F. 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.

1. 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.
2. Liability Insurance
 - a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - b) 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	
— explosion & collapse hazard		property damage
— underground hazard		_____
— products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
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)		
		bodily injury (each accident)		
XX	comprehensive form			
XX	owned	property damage		
XX	hired	bodily injury and property damage		
XX	non-owned	combined		

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

		bodily injury and property damage		
XX	umbrella form	combined	\$2,000,000.	\$2,000,000.
XX	other than umbrella			

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.

G. 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:	0-50
	a. Number of similar FDOT LAP-certified projects	
	b. Complexity of similar projects	
	c. References from past projects performed by the firm	
	d. Previous projects performed for the City	
	e. Litigation within the past 5 years arising out of firm's performance	

2.	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-15
3.	Technical approach to perform the tasks described in the Scope of Services: a. Level of effort b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources.	0-30
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)	0-5
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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Standard Provisions

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Public Records

- a. 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:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - ii. 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;
 - iii. 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
 - iv. 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.

- b. . 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.

V. 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.

W. 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 "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 percentage of work.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

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 percentage of work.

_____	_____
_____	_____
_____	_____

8. Other comments: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

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

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE
E-56-15
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE
EDUCATIONAL CORRIDOR

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 _____



FOR MLK BLVD. ROADWAY IMPROVEMENTS
FROM NW 31st AVE. TO POWERLINE ROAD

CITY/CRA PAY ITEM NO.	FDOT PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY CALCULATED	UNIT PRICE	TOTAL AMOUNT
HARD COSTS & CONSTRUCTION COSTS						
		SECTION 0001 ROADWAY (K&A)				
1	101-1	MOBILIZATION	LS	1	\$150,000.00	\$150,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$200,000.00	\$200,000.00
3	104-10-1	SYNTHETIC BALES	LF	170	\$89.40	\$15,198.00
4	104-11	FLOATING TURBIDITY BARRIERS	LF	200	\$25.00	\$5,000.00
5	104-13-1	STACKED SILT FENCE	LF	18,220	\$1.50	\$27,330.00
6	110-1-1	CLEARING AND GRUBBING	AC	11.84	\$3,850.00	\$45,584.00
7		PAVEMENT WIDENING (SAWCUT ASPHALT/COMPACTED SUBGRADE/OPTIONAL BASE GROUP 11 (12" LIMEROCK BASE)1" SP-9.5/1" FC-9.5	SY	5,923	\$42.50	\$251,727.50
8	327-70-1	MILLING EXISTING S-3 ASPHALT PAVEMENT (1" AVG. DEPTH)	SY	33,724	\$2.75	\$92,741.00
9	337-7	ASPHALT RESURFACE - FC-9.5 (1")	SY	33,724	\$10.00	\$337,240.00
10	425-1	CATCH BASIN (TYPE 'C') (DITCH BOTTOM INLET)	EA	23	\$4,032.00	\$92,736.00
11	425-1-20	CURB INLETS (TYPE P-9) (<10')	EA	7	\$5,152.00	\$36,064.00
12	425-1-36	CURB INLETS (TYPE P-6) (<10')	EA	1	\$5,152.00	\$5,152.00
13	425-1-46	CURB INLETS (TYPE J-6) (<10')	EA	1	\$6,057.67	\$6,057.67
14	425-2	STORM MANHOLE (5' X 5')	EA	3	\$4,256.00	\$12,768.00
15		YARD DRAIN W/ MH RIM	EA	1	\$1,500.00	\$1,500.00
16	425-11	DRAINAGE STRUCTURE MODIFY - REPLACE TOP	EA	1	\$1,250.00	\$1,250.00
17	425-5-1	EXISTING MANHOLE TOPS (ADJUST)	EA	10	\$575.00	\$5,750.00
18	425-6	EXISTING VALVE BOXES (ADJUST)	EA	43	\$275.00	\$11,825.00
19		STORMWATER PIPE CUT-INTO EXISTING STRUCTURE	EA	2	\$550.00	\$1,100.00
20	430-1-171-125	18" STORMWATER PIPE (RCP) WITH BACKFILLING AND PAVEMENT RESTORATION	LF	542	\$98.50	\$53,387.00
21		18" STORMWATER PIPE (HDPE)(SOLID) WITH BACKFILLING AND PAVEMENT RESTORATION	LF	101	\$98.50	\$9,948.50
22		18" STORMWATER PIPE (HDPE) PERFORATED W/ EXFILTRATION TRENCH WITH BACKFILLING AND PAVEMENT RESTORATION	LF	302	\$145.00	\$43,790.00
23		FDOT TRENCH DRAIN (TYPE 1 - 15" HDPE) AND CONCRETE ENCASEMENT	LF	920	\$145.00	\$133,400.00
24	1050-11222	4" PVC C-900	LF	100	\$30.00	\$3,000.00
25		TIDEFLEX STORMWATER CHECK VALVE	EA	1	\$8,500.00	\$8,500.00
26	430-344	PIPE DESILTING (ANY SIZE)	LF	2,861	\$85.00	\$243,185.00
27	520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	6,618	\$20.00	\$132,360.00
28		MODIFIED CONCRETE CURB AND GUTTER (ALONG FDOT TRENCH DRAIN)	LF	920	\$25.00	\$23,000.00
29	522-2	CONCRETE SIDEWALK (6" THICK - NON-REINFORCED)	SF	36,682	\$4.75	\$174,239.50
30	522-2	THICKENED EDGE CONCRETE SIDEWALK (NON-REINFORCED)	SF	2,659	\$15.00	\$39,885.00
31	520-5-11	CONCRETE SEPARATOR (4' WIDE)	LF	637	\$20.00	\$12,740.00
32	120-1	REGULAR EXCAVATION	CY	3,389	\$20.00	\$67,780.00
33		FINE GRADING OF SWALE AREA	SY	8,000	\$2.75	\$22,000.00
34		IMPORTED PEAT FOR 80/20 SOIL MIX IN MEDIANS (IN-PLACE/COMPACTED)	CY	760	\$32.00	\$24,320.00
35		MIX AND PLACE UNIFORM 80/20 SOIL MIX IN MEDIANS (IN-PLACE/COMPACTED)	CY	3,785	\$17.00	\$64,345.00
36		HAULING-OFF EXCESS EXCAVATED MATERIAL	CY	1,804	\$15.00	\$27,060.00
37	515-1-2	HANDRAILS (ADJACENT TO SIDEWALK FOR DROP-OFF CONDITION	LF	240	\$80.00	\$19,200.00
38	536-1-11	FDOT GUARDRAIL WITH END ANCHORAGE TYPE II	LF	100	\$33.00	\$3,300.00
SUBTOTAL						\$2,404,463.17



FOR MLK BLVD. ROADWAY IMPROVEMENTS
FROM NW 31st AVE. TO POWERLINE ROAD

CITY/CRA PAY ITEM NO.	FDOT PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY CALCULATED	UNIT PRICE	TOTAL AMOUNT
		SECTION 0002 O/H UTILITY ADJUSTMENTS BY OTHERS OR NOT APPLICABLE				
		SUBTOTAL				\$0.00
		SECTION 0003 WATER AND SEWER MAJOR UTILITY ADJUSTMENTS (CRA/CITY) - BY OTHERS OR NOT APPLICABLE				
		SUBTOTAL				\$0.00
		SECTION 0004 SIGNALIZATION MODIFICATIONS NOT APPLICABLE				
		SUBTOTAL				\$0.00
		SECTION 0005 SIGNING & MARKING (K&A)				
1		TEMPORARY PAVEMENT MARKINGS	LS	1	\$4,500.00	\$4,500.00
2	700-40	COMPLETE F & I SIGN (SINGLE POST AND PANEL(S))	AS	24	\$350.00	\$8,400.00
3	700-40	COMPLETE F & I SIGN (SINGLE POST AND MULTIPLE PANELS)	AS	33	\$350.00	\$11,550.00
4	700-2-13	COMPLETE F& I SIGN (MULTIPLE POST AND PANEL) 30 SF	AS	1	\$1,500.00	\$1,500.00
5	700-46-21	RELOCATE EXISTING SIGN (SINGLE POST AND PANEL(S))	AS	13	\$350.00	\$4,550.00
6	700-46	REMOVE EXISTING SIGN (SINGLE POST AND PANEL(S))	AS	18	\$275.00	\$4,950.00
7	711-4	DIRECTIONAL ARROWS THERMOPLASTIC	EA	39	\$150.00	\$5,850.00
8	711-33	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) 10-30 SKIP W/ RPMS	LF	7,384	\$2.75	\$20,306.00
9	711-33	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) 6-10 SKIP	LF	619	\$2.00	\$1,238.00
10	711-33	TRAFFIC STRIP SKIPE (THERMOPLASTIC) (WHITE) 2-4 SKIP	LF	4,232	\$2.00	\$8,464.00
11		TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) 6-10 SKIP	LF	690	\$2.00	\$1,380.00
12	711-35-61	TRAFFIC STRIPE SOLID (THERMOPLASTIC)(WHITE)(6")	LF	8,563	\$2.50	\$21,407.50
13		TRAFFIC STRIPE SOLID (THERMOPLASTIC)(WHITE) (8")	LF	1,389	\$3.00	\$4,167.00
14	711-35-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12")	LF	483	\$3.50	\$1,690.50
15	711-36	TRAFFIC STRIPE SOLID (THERMOPLASTIC)(WHITE) (18")	LF	265	\$5.50	\$1,457.50
16	711-35-241	TRAFFIC STRIPE SOLID (THERMOPLASTIC)(WHITE)(24")	LF	728	\$7.50	\$5,460.00
17	711-36-181	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YL)(18")	LF	705	\$5.50	\$3,877.50
18	711-35-61	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	11,169	\$2.50	\$27,922.50
19		TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (8")	LF	303	\$3.00	\$909.00
20		BICYCLE MARKINGS	EA	14	\$450.00	\$6,300.00
		SUBTOTAL				\$145,879.50



FOR MLK BLVD. ROADWAY IMPROVEMENTS
FROM NW 31st AVE. TO POWERLINE ROAD

CITY/CRA PAY ITEM NO.	FDOT PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY CALCULATED	UNIT PRICE	TOTAL AMOUNT
		SECTION 0006 LANDSCAPE/IRRIGATION (IBI GROUP)				
1		EXISTING TREES TO RELOCATE	EA	0		\$0.00
2		TREE PROTECTION FOR EXISTING TREES TO REMAIN	LS	27	\$250.00	\$6,750.00
3		LARGE ACCENT PALMS (PHOENIX SYLVESTRIS, SYLVESTER PALM, 8' GW)	EA	13	\$1,500.00	\$19,500.00
4		PALMS: (SABAL PALMETTO, SABAL PALM, 10', 14', 18 CT., STAGGERED HEIGHTS	EA	67	\$275.00	\$18,425.00
5		LARGE TREES: (QUERCUS VIRGIANA, LIVE OAK 'HERITAGE', 65 GAL.)	EA	4	\$1,250.00	\$5,000.00
6		SMALL ORNAMENTAL TREES: (CONOCARPUS ERECTUS, GREEN BUTTONWOOD, 45 GAL.)	EA	45	\$175.00	\$7,875.00
7		ACCENT SHRUBS (ZAMIA FLORIDIANA, COONTIE, 3 GAL.)	EA	50	\$1.50	\$75.00
8		ACCENT SHRUBS (CODIACUM VARIEGATUM, MAMMY CROTON, 1 GAL.)	EA	1,598	\$1.50	\$2,397.00
9		SHRUBS/GROUNDCOVER (SPARTINA ALTERNIFLORA, CORDGRASS, 3 GAL.)	EA	316	\$12.50	\$3,950.00
10		SHRUBS/GROUNDCOVER (FICUS MICROCARPA, GREEN ISLAND FICUS, 3 GAL.)	EA	875	\$12.50	\$10,937.50
11		SHRUBS/GROUNDCOVER (TRACHELOSPERMUM ASIATICUM, JASMINE 'TEXAS LONG LEAF, 1 GAL.)	EA	6,286	\$6.50	\$40,859.00
12		MULCH (EUCALYPTUS)	CY	185	\$40.00	\$7,400.00
13		SODDING (EMPIRE ZOYSIA)	SY	9,419	\$3.60	\$33,908.40
14		IRRIGATION SYSTEM	SF	105,502	\$1.75	\$184,628.50
		SUBTOTAL				\$341,705.40
		SECTION 0007 ELECTRICAL/LIGHTING (BY CITY/CRA)				
1		CONDUCTORS - #8 THWN WIRE	CLF	177	\$8.50	\$1,504.50
2		CONDUCTORS - #1 THWN WIRE	CLF	8	\$15.00	\$120.00
3		CONDUIT UNDERGROUND PVC, SCH 40) 1-1/2"	LF	5,890	\$12.00	\$70,680.00
4		TYPE SB (LIGHT FIXTURES)	EA	23	\$3,500.00	\$80,500.00
5		TYPE SA (LIGHT FIXTURES)	EA	8	\$3,500.00	\$28,000.00
6		DECORATIVE LIGHT POLE	EA	0	\$3,000.00	\$0.00
7		PULL BOX	EA	40	\$550.00	\$22,000.00
8		EQUIPMENT RENTAL	EA	1	\$100.00	\$100.00
9		METER	EA	2	\$1,500.00	\$3,000.00
10		TIME CLOCK (TC)	EA	2	\$650.00	\$1,300.00
11		LIGHTING CONTRACTOR (LC)	EA	2	\$2,500.00	\$5,000.00
12		PANEL BOARD	EA	2	\$4,500.00	\$9,000.00
13		STAINLESS STEEL PANEL ENCLOSURE	EA	2	\$5,500.00	\$11,000.00
14		GROUNDING SYSTEM	EA	2	\$2,000.00	\$4,000.00
		SUBTOTAL				\$236,204.50



FOR MLK BLVD. ROADWAY IMPROVEMENTS
FROM NW 31st AVE. TO POWERLINE ROAD

CITY/CRA PAY ITEM NO.	FDOT PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY CALCULATED	UNIT PRICE	TOTAL AMOUNT
		SUBTOTAL HARD COSTS & CONSTRUCTION COST				\$3,128,252.67
		CONTINGENCY (15%) (NOT LAP)				\$469,237.89
		TOTAL HARD COSTS & CONSTRUCTION COST				\$3,597,490.46
		SOFT COSTS				
		FDOT IN-HOUSE DESIGN SUPPORT				\$5,000.00
		FDOT IN-HOUSE CONSTRUCTION SUPPORT				\$5,000.00
		CONSTRUCTION MANAGEMENT AND CEI (12%)				\$431,698.85
		TOTAL SOFT COST				\$431,698.85
		GRAND TOTAL				\$4,029,189.31

NOTES (MLK Boulevard):

1. All Quantities are approximate and are based on recently updates plans dated 1/2015 (Delta #4).
2. Plans are pending ALL required permits/approvals and are subject to change.
3. The locations and sizes of the existing utilities are based on best available information and cannot be guaranteed for their accuracy. No utility designation or utility test holing has been performed.
4. The estimate (whole or partial) is for infomational and preliminary budget purposes only and it is non-binding.
5. The unit prices considered in this estimate were obtained from various sources (including FDOT Item Avg. Costs and recent City and other Municipal projects) Unit Prices are not guaranteed.
6. Geotechnical Report. Available Geotechnical Survey Report completed by Geoverse dated 12/2002.

SECTION 0001 - ROADWAY

7. Clearing and Grubbing item includes removal of existing sidewalk, curb and gutter, vegetation, pipes (limited), drainage structures (limited), etc.
8. Roadway Milling and Resurfacing line items include milling 1" of asphalt and resurfacing with 1" FC-9.5 Asphalt.
9. Drainage Items do not consider replacing any of the existing drainage infrastructure near the west end of the project. However, pipe desilting is included.

SECTION 0002 - O/H UTILITY ADJUSTMENTS FOR UTILITY POLE/ANCHOR RELOCATIONS

10. Per previous conversations w/ the CRA it was determined that no funding is available for O/H to U/G conversion of existing utilities.
11. Per previous conversations w/ the CRA it was determined that no funding is available for hardening (wood to concrete pole replacement) of O/H existing utilities.
12. Existing Utility Pole and Guy Anchor Adjustments/Relocations required. Coordination/arrangements for the removal/relocation or modification of existing guy anchor (s) have been made with FPL.
13. Utility Work Schedules from all UAO's with existing utility infrastructure requiring adjustments were obtained by 12/17/2014. However, none of the UAO's have identified a cost associated with any of these adjustments.

SECTION 0003 - WATER AND SEWER UTILITY ADJUSTMENTS

14. Water Main Improvements - Not Applicable. Unknown at this time.
15. Sewer Main Improvements - Not Applicable. Unknown at this time.

SECTION 0004 - SIGNALIZATION

16. Not Applicable - Per previous conversations w/ the CRA it was determined that no funding is available for Signalization Improvements as part of the current project.

SECTION 0005 - SIGNING AND MARKING

17. Signing and Marking item breakdowns and quantities shown are based on most recent updates per BCTED comments 7/2014.

SECTION 0006 - LANDSCAPING AND STREETSCAPING

18. All Landscape and Streetscape items/quantities and unit prices were provided by IBI.

SECTION 0007 - ELECTRICAL/LIGHTING

19. All Lighting/Electrical items/quantities and unit prices were provided by Hammonds.

