# POMPANO BEACH
# COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: 02/17/2015 Agenda Item 6

REQUESTED CRA BOARD ACTION:

X Resolution ____ Consideration X Approval ____ Other

SHORT TITLE A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND KEITH AND ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR VARIOUS CRA PROJECTS; FOR PROVIDING AN EFFECTIVE DATE.

OR MOTION:

Summary of Purpose and Why:

The Community Redevelopment Agency ("CRA") is seeking CRA Board approval of a Resolution to execute a contract for professional continuing services with Keith and Associates, Inc. ("KA"). This contract will allow KA to provide continuing professional engineering services (civil, traffic, electrical, and surveying) for various CRA projects. Staff recommends approval.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Pompano Beach CRA
(2) Primary staff contact: Horacio Danovich, CIP Engineer Ext. 7769
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: No impact at this time.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER |
|---|---|---|---|
| City Attorney | 1/28/2015 | Approval | 2015-499 |
| | | | |

X CRA Executive Director
X Director Finance Department

ACTION PREVIOUSLY TAKEN BY CRA BOARD: None

| Resolution | Consideration | Other: |
|---|---|---|
| Results: | Results: | Results: |
| | | |

CRA
POMPANO BEACH

**MEMORANDUM**

February 5, 2015

TO: CRA Board

THRU: Kim Briesemeister, CRA Executive Director
Chris Brown, CRA Executive Director

FROM: Horacio Danovich, CRA Engineer

**Issue**

Approval of a Contract for Consulting/Professional Services with Keith and Associates, Inc. to provide professional engineering services as outlined in RFQ PB-CRA-02-15 "CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR VARIOUS COMMUNITY REDEVELOPMENT AGENCY PROJECTS" (see Exhibit "A").

**Recommendation**

The CRA staff recommends approval of a Continuing Contract with Keith and Associates, Inc.

**Background**

The Community Redevelopment Agency ("CRA") published a Request for Qualifications seeking professional services from Engineering firms (RFQ PB-CRA-02-15) on December 19, 2014. There were 5 responses to this RFQ. On January 20, 2015 Staff received CRA Board authorization to negotiate pricing with the top three ranked firms (see attached memorandum dated 01/09/2015, Exhibit "B").

Staff and Keith and Associates, Inc. have completed negotiations and have agreed to a fee structure (see Contract for Consulting/Professional Services). Staff is recommending approval to the contract and fee structure.

**City Attorney's Communication #2015-499**
January 28, 2015

**TO:** Horacio Danovich, Pompano Beach CRA Engineer

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Gordon B. Linn, City Attorney

**RE:** Resolutions – Contract for Consulting/Professional Services

As requested in your e-mail to me of January 27, 2015, I have prepared and attached hereto Resolutions for Consulting/Professional Services contracts for engineering services with the following entities:

1. Keith and Associates, Inc.;
2. Calvin, Giordano & Associates, Inc.;
3. Mathews Consulting, Inc.

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

JILL R. MESOJEDEC

/jrm
l:cor/cra/2015-499

Attachments

**RESOLUTION NO. _____**

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND KEITH AND ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR VARIOUS CRA PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:**

**SECTION 1.** That an Agreement between the Pompano Beach Community Redevelopment Agency and Keith and Associates, Inc. for engineering services for various CRA projects, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper officials are hereby authorized to execute said Agreement between the Pompano Beach Community Redevelopment Agency and Keith and Associates, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

_____
**MARGARET GALLAGHER, SECRETARY**

GBL/jrm
1/28/15
I:reso/cra/2015-178

Exhibit "A"

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# CITY OF POMPANO BEACH
# REQUEST FOR QUALIFICATIONS
# PB- CRA-02-15

## CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR VARIOUS COMMUNITY REDEVELOPMENT AGENCY PROJECTS

**RFQ OPENING: December 4, 2014 2:00 P.M.**
**AT THE OFFICE OF THE COMMUNITY REDEVELOPMENT AGENCY**
**100 W. ATLANTIC BOULEVARD, ROOM 276**
**POMPANO BEACH, FLORIDA 33060**

# REQUEST FOR QUALIFICATIONS ("RFQ")

## TABLE OF CONTENTS


| | |
|---|---|
| Section I – RFQ Schedule | Page 2 |
| Section II – Introduction | Page 3 |
| Section III - Scope of Work | Page 7 |
| Section IV - Evaluation / Selection Process | Page 8 |
| Section V - Submittal Format | Page 10 |
| Project Team Form | Page 12 |
| Attachments | Page 13 |


Proposers shall submit written sealed responses ("Proposals") to this RFQ to the Pompano Beach Community Redevelopment Agency ("CRA") no later than the date, time and at the location indicated on Page 11 of this RFQ. Submittal of Proposals by fax is not acceptable. Proposals shall be submitted as ONE (1) original and FIVE (5) copies.

## SECTION I - RFQ SCHEDULE

| | |
|---|---|
| Release of RFQ | 11/02/2014 |
| Last day for questions | 11/21/2014 |
| **PROPOSALS DUE PRIOR TO 2:00 PM)** | **12/04/2014** |
| Proposals reviewed, shortlisted and selected by Evaluation Committee | 1/6/2014 |
| CRA Board approval to negotiate with first-ranked Proposer | 01/20/2015 |

The CRA reserves the right to issue multiple awards under this RFQ and revise foregoing selection and negotiation schedule. Negotiations with the first ranked Proposer shall commence after formal approval/directive by the CRA Board. If the CRA is unable to negotiate a contract with the first ranked Proposer, at a price the CRA determines to be fair, competitive and reasonable, negotiations with that Proposer shall be formally terminated. The CRA shall then undertake negotiations with the second-ranked Proposer. If those negotiations fail, the CRA shall undertake negotiations with the third-ranked Proposer. **All ranked Proposers shall be required to complete E-Plan training provided by the City of Pompano Beach's Building Department.**

## SECTION II - INTRODUCTION

### 1. GENERAL

The Pompano Beach Community Redevelopment Agency ("CRA") has identified major redevelopment projects and programs within its boundaries in an effort to promote private sector investment, economic growth and activity therein. The intent of this Request for Qualifications ("RFQ") is to select one or more firms with whom to negotiate a continuing contract for environmental engineering services for known or subsequently identified redevelopment activities (the "Project") in accordance with the Consultants Competitive Negotiations Act set forth in Chapter 287.055, Florida Statutes.

### 2. ELIGIBILITY

Proposers are required to have an office physically located within the tri-county area of Miami-Dade, Broward or Palm Beach County to ensure they can be readily available for required meetings, discussions and tours. This office must be an active facility from which consultant services are routinely provided and not simply the office of a representative agent, a post office box or other type of mail drop facility. The CRA reserves the right to inspect Proposer's designated office to insure compliance with this requirement.

### 3. SMALL BUSINESS ENTERPRISE PROGRAM

The CRA has established a voluntary Small Business Enterprise ("SBE") Program to encourage and foster participation of small businesses in its procurement of goods and services. In accordance with Chapter 288.703(1), Florida Statutes, a SBE is any Florida-based business entity that has a Small Business Administration 8(a) Certification or is independently owned and operated with 200 or less permanent full-time employees that, together with its affiliates, has a net worth that does not exceed $5 million. With regard to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

**The CRA has set a five percent (5%) voluntary SBE Small Business Enterprise ("SBE") goal for this Project.** SBE Forms are included in this solicitation package and Proposers **must return** a response of participation or non-participation in order to be considered. Appropriate responses are the SBE Participation Form (Attachment "A") and the Letter of Intent Form (Attachment "B"). Proposers should utilize SBEs certified by the State of Florida, Broward County and/or other local government jurisdictions with similar certification criteria. Firms who are unable to meet the recommended voluntary goals should instead provide the SBE Unavailability Form and Good Faith Effort Report (Attachments "C" and "D").

Proposers are encouraged to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified SBEs include the Broward County Small Business Development Division and the State of Florida Office of Supplier Diversity. Links to these organizations can be accessed from the City's website at www.mypompanobeach.org.

## 4. CONTRACT AWARD

The initial contract term is for one (1) year and is expected to begin on or about March 1, 2015. The CRA reserves the right to issue one-year contracts to more than one Proposer and to also extend the contract(s) for four (4) additional one year terms providing both parties agree to the extension; all terms, conditions and specifications remain the same; and such extension is approved by the CRA Board.

## 5. INSURANCE

The insurance requirements for the Project are summarized below. While it is not necessary for Proposers to have this coverage in effect at the time of submittal, certificates indicating that the Proposer already possesses the requisite coverage or a letter from the Carrier indicating upgrade ability will speed the evaluation process. The successful Proposer shall not commence operations, construction and/or installation of improvements until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the City's Risk Manager.

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

5.2 Liability Insurance

a) Naming the CRA as an additional insured on the General Liability Insurance policy only for work performed under this contract.

b) Such General Liability insurance shall include the checked types of insurance and minimum policy limits indicated on the checklist that follows on Page 5 herein.

5.3 Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment, supplies and temporary structures (e.g. cofferdams, retaining walls, etc.) at the job site and for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

## LIMITS OF LIABILITY

| Type of Insurance | | Each occurrence | Aggregate |
|---|---|---|---|
| **GENERAL LIABILITY** | | | |
| XX comprehensive form | | | |
| XX premises - operations | bodily injury | $1,000,000 | $2,000,000 |
| XX explosion & collapse hazard | property damage | $1,000,000 | $2,000,000 |
| XX underground hazard | | | |
| XX products/completed operations hazard | bodily injury and property damage combined | $1,000,000 | $2,000,000 |
| XX contractual insurance | | | |
| XX broad form property damage | | | |
| XX independent contractors | | | |
| XX personal injury | personal injury | $1,000,000 | $2,000,000 |
| **AUTOMOBILE LIABILITY** | bodily injury (each person) | $1,000,000 | |
| XX comprehensive form | bodily injury (each accident) | $1,000,000 | $1,000,000 |
| XX owned | property damage | $1,000,000 | $1,000,000 |
| XX hired | bodily injury and property damage combined | $1,000,000 | $1,000,000 |
| XX non-owned | | | |
| **REAL & PERSONAL PROPERTY** | | | |
| XX comprehensive form | | Proposers must show proof of this coverage | |
| **EXCESS LIABILITY** | | | |
| XX umbrella form | bodily injury and property damage combined | $2,000,000 | $2,000,000 |
| XX other than umbrella | | | |
| **PROFESSIONAL LIABILITY** | | $1,000,000 | $1,000,000 |
| XX (Pollution/Environmental Coverage) | | | |

The certification or proof of insurance must contain a provision for written notification to the CRA thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish the certification or proof of insurance required above within ten (10) days after notification of award of contract.

## 6. GOVERNING LAW

Proposers must agree that any contracts awarded under this RFQ shall be governed by the laws of the State of Florida, both as to interpretation and performance; that they submit to the jurisdiction of state and federal courts in Florida; that the proper venue for any suit at law or in equity hereunder shall be in a court of competent jurisdiction in Broward County, Florida; and that such dispute shall be heard by a judge, not a jury.

## 7. CONFLICT OF INTEREST

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

## 8. LOBBYING PROHIBITED

Proposers shall not lobby any City or CRA officials, officers or personnel related or involved with this RFQ. All oral and written inquiries shall be directed to the Procurement Contact referenced in Paragraph 11 of this Section. Any violation of this condition may result in rejection and/or disqualification of the Proposal.

## 9. DRUG FREE WORKPLACE

Selected Proposers shall be required to verify they operate a "Drug Free Workplace" as outlined in Chapter 287.087, Florida Statutes.

## 10. PUBLIC ENTITY CRIMES

Following a conviction for a public entity crime and in accordance with Chapter 287, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida's Department of General Services, 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 a proposal to lease real property to a 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 of $35,000.00 for CATEGORY TWO purchasing categories as defined therein for a period of 36 months from the date of being placed on the Convicted Vendor List.

## 11. CONTACT INFORMATION

For additional information regarding this RFQ, please contact Horacio Danovich, Engineer for the CRA, at (954) 786-7834 or horacio.danovich@copbfl.com.

## SECTION III- SCOPE OF WORK

### 1. SERVICES

Work to be accomplished under this contract will include, but not be limited to, various, but not as yet identified, civil and traffic engineering related projects in which construction costs do not exceed $2,000,000; and engineering study activity when the fee for such professional service does not exceed $200,000 as mandated by Florida Statutes.

A. Utility infrastructure, water main and wastewater systems
B. Gravity sewer main or force main construction projects
C. Roadway, street design or streetscape projects
D. Parking lot or structure construction/re-construction projects
E. Storm water/drainage improvement projects
F. Parks and recreational facilities
G. Opinions of probable construction cost
H. Programming, estimating, scheduling
I. Identification of alternative funding sources and mechanisms
J. Topographic, design, boundary, right-of-way and specific purpose surveys,
K. Preparation of legal descriptions
L. Property/right-of-way acquisition strategies
M. Community interaction / facilitation of development projects
N. Prepare preliminary design reports and/or design alternative recommendations including various types of utility modeling, surveying and field data analysis
O. Preparation of scoping drawings and technical packages for solicitation of design-build companies or joint ventures
P. Management of projects using design-build contracting.
Q. Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required
R. Attend pre-bid conference; prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting and/or construction services
S. Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City)
T. Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements,

certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications

U. Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

V. Traffic/Transportation Engineering Services (all aspects). This service can be provided by an approved subconsultant as a pass-thru service whereas prime contractor shall be entitled to administrative fees not to exceed 10% of subconsultant's fees.

W. Electrical Engineering Services (all aspects). This service can be provided by an approved subconsultant as a pass-thru service whereas prime contractor shall be entitled to administrative fees not to exceed 10% of subconsultant's fees.

All services performed must comply with applicable statutes, regulations, and guidelines as set forth by regulatory agencies having jurisdiction. Selected Proposers shall hold all applicable, valid local, state and federals licenses for the various tasks in compliance with all agencies having jurisdiction.

## 2. COMPOSITION OF PROJECT TEAM

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the CRA will be required for any such diversion or substitution.

## 3. LICENSE

Firms must have previous municipal experience and must be licensed to practice Professional Environmental Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

## SECTION IV - SELECTION/EVALUATION PROCESS

An Evaluation Committee ("Committee") shall be responsible for selecting the most qualified Proposer(s) and presenting their findings to the CRA Board who, upon formal approval, shall direct CRA staff to negotiate a contract with the most qualified Proposer(s).

The Committee will rank responses based upon the following criteria:

| | | |
|---|---|---|
| A. | Prior experience with projects of similar size and complexity in an urban environment with an emphasis on community redevelopment areas:<br>a. Number of similar projects<br>b. Complexity of similar projects | 0-30 points |

c. References from past projects

| | | |
|---|---|---|
| B. | Qualifications of personnel including sub consultants:<br>a. Number of technical staff<br>b. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff | 0-20 points |
| C. | Availability of personnel:<br>a. Current work load/staff participation<br>b. Organization of the team | 0-15 points |
| D. | Is the firm a certified minority business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? | 0-5 points |
| E. | Experience with government agencies, review boards and Community Redevelopment Agencies | 0-30 points |
| | | Total 100 points |

The Committee will have the option to use the above criteria for the initial ranking to shortlist Proposers and to use an ordinal ranking system to finalize the shortlisted Proposers with a score of "1" assigned to the shortlisted Proposer(s) deemed most qualified by the Committee.

Each Proposer shall submit documents that provide evidence of capability to provide the services required for the Committee's review for shortlisting purposes. The shortlisted firms may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services. When more than three Proposals are received, the Committee shall submit to the CRA Board for approval, a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the engineering services.

The CRA Board reserves the right to approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; review Proposals and/or request oral presentations to determine a ranking order that may be the same or different from that of the Committee, and take other such action as it deems appropriate based on the circumstances..

## SECTION V - SUBMITTAL FORMAT

Proposals should be limited to the following and identified with the corresponding letter under this Section:

A. Letter of Interest. In your letter, include the complete corporate name of the primary firm responding, address, telephone, fax number, and name of the person who the CRA should contact regarding your Proposal.

B. Statement of Skills and Experience of Project Team. Describe the experience of the firm or project team as it relates to the types of projects listed in the Scope of Services Section herein. Describe any experience in redevelopment districts in an urban environment and include the experience of the prime consultants as well as other members of the 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 previously performed similar projects.

C. 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. Provide an organizational structure of the team assigned to this project and availability of team members. If firms are situated outside the local area of Broward, Palm Beach, and Miami Dade counties, includes a brief statement as to whether or not the firm will arrange for a local office during the term of the contract.

D. Proposers shall submit their technical approach to providing environmental engineering services in an urban environment or a redevelopment district including how their firm proposes to maintain time schedules and cost control.

E. Specify previous or current projects Proposer completed for the City or CRA and the total value of work awarded to facilitate an equitable distribution among qualified Proposers provided such distribution does not violate selection of the most highly qualified firm.

F. Completed SBE Program Forms attached as Exhibits A-D. On Attachment A, list all participating SBE or M/W/DBE firms, including the prime consultant if applicable. Include copies of all SBE and/or M/W/DBE certifications for the prime and sub consultants. State the percentage of work to be performed by each firm listed on Attachment A. It is the CRA's intent to encourage minority and women owned firms to participate in the process. The method by which this is accomplished should be developed and presented by the Proposer(s) in their submissions.

G. Resumes of key personnel.

H. References for completed municipal projects in the South Florida area emphasizing those in redevelopment districts or tied to redevelopment plans. Identify the contact person that was actively involved in project oversight from the public sector.

I. Completed "Project Team" form.

Interested Proposers should submit one (1) original and five (5) copies of all materials which indicate interest and qualifications. Please identify the original as "original."

Submittal packages should be marked on the exterior RFQ PB-CRA-02-15 Continuing Contract For Civil and Traffic Engineering Services For Various Community Redevelopment Agency Projects, and addressed to City of Pompano Beach CRA 100 W. Atlantic Blvd., Room 276, Pompano Beach, Florida 33060.

**SUBMITTALS MUST BE RECEIVED NO LATER THAN THE DATE SPECIFIED IN THE RFQ SCHEDULE IN SECTION I ABOVE.**

## PROJECT TEAM FORM

RFQ NUMBER _____

Federal I.D.#_____

Is Prime Consultant a
Certified SBE firm YES__ NO__

**PRIME**

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

**SUB-CONSULTANT (if any)**

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

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

RFQ Number & Title: _____ _____

Contractor's Name: _____

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

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

ATTACHMENT "B"
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ # _____

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: _____

ATTACHMENT "C"
SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

RFQ #_____

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.

ATTACHMENT "D" - GOOD FAITH EFFORT REPORT

RFQ #_____

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

_____

_____

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

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

_____

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

_____

_____

8. Other comments: _____

_____

Note: Please attach the unavailability letters with this report.

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Exhibit "B"

**MEMORANDUM**

January 9, 2015

TO: CRA Board

THRU: Kim Briesemeister, CRA Executive Director
Chris Brown, CRA Executive Director

FROM: Horacio Danovich, CRA Engineer

**Issue**

A team was assembled to evaluate submittals in response to a Request for Qualifications for Continuing Contract for Engineering Services for Various Community Redevelopment Agency projects (RFQ PB-CRA-02-15) (See Exhibit "A").

The Community Redevelopment Agency ("CRA") is seeking CRA Board approval of the ranking compiled by the team based on the reviews of the various packages submitted by the applicants. Upon receiving CRA Board approval, the CRA will begin negotiating contracts to provide services as described in the RFQs.

**Recommendation**

The CRA staff recommends approval of the ranking and authorization to prepare contracts and negotiate prices with the top three (3) firms.

**Background**

To secure the services of qualified construction professionals to assist, the CRA issued a Request for Qualifications (RFQ) to provide continuing services from engineering professionals. A bid notice was placed in the Sun-Sentinel and on the CRA's website. A total of five (5) responses were received.

To continue with implementation of the Strategic Finance Plan, CRA staff recommends approval to prepare contracts and subsequently negotiate pricing for specific tasks with the top three (3) ranked firms. Upon successful resolution of the pricing issues, staff will seek approval from the Board to enter into contracts with the top three ranked firms, as well as any future work authorizations that exceed $25,000.00 in cost.

To evaluate submittals, a review criteria was prepared whereas each one of the reviewers had the opportunity to consider Applicants' prior experience with similar type services, qualifications of their personnel and their availability to service the CRA, whether the firm and/or subconsultants were certified minority enterprises, and the Applicants' experience dealing with government agencies.

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The team responsible to evaluate the packages for RFQ PB-CRA-02-15 was comprised of Adriane Esteban (Project Manager), Nguyen Tran (Director NWCRA), Juan Ayala (Program Manager), and Horacio Danovich (CRA and CIP Engineer).

The firms that responded to the RFQ, rankings, and scores, as compiled by the respective team, are as follows. The highlighted firms, followed by ranking and scores, denote the top score(s) for the RFQ, and therefore recommended for subsequent negotiations:

**Continuing Contract for Engineering Services for Various Community Redevelopment Agency projects RFQ PB-CRA-02-15**

Keith & Associates, Inc. (#1, 35 points)
Calvin, Giordano & Associates, Inc. (#2, 352.5 points)
Mathews Consulting, Inc. (#3, 325 points)
IBI Group (Florida), Inc. (#4, 297.5 points)
Metric Engineering, Inc. (#5, 278.5 points)

Attached for your review and further consideration are the following documents:

**Exhibit "B"** – Selection Committee Memo.
**Exhibit "C"** – Conflict of Interest Forms.
**Exhibit "D"** – Evaluation Committee Scoring Sheets.
**Table S-1** – Review Committee Scores

Staff recommends approval of the rankings.

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20__, by and between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a municipal corporation of the State of Florida, hereinafter referred to as "CRA", and _____ ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

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

**WHEREAS**, the Community Redevelopment Authority Board has authorized the negotiation of contractual terms and approved the recommendation that Consultant be employed by the CRA and

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

## ARTICLE 1 – SERVICES/CONSULTANT AND CRA REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RFQ PB-CRA-02-15 titled CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR VARIOUS COMMUNITY REDEVELOPMENT AGENCY PROJECTS, which is included by reference, and as set forth in Exhibit A (Consultant's response to the RFQ) and Exhibit C (Scope of Work), both of which are incorporated herein in their entirety.

The Consultant's representative shall be Dodie Keith-Lazowick

The CRA's representative shall be the CRA Director, Kim Briesemeister, of the firm Redevelopment Management Associates, LLC or designee.

## ARTICLE 2 – SCHEDULE

The CONSULTANT shall adhere to the schedule given in the work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the Scope of Work as negotiated.

The Term of this Agreement shall be for a period of five (5) years from the date of execution by both the CRA and the Consultant, unless the CRA and the Consultant choose to terminate this agreement in accordance with the provisions listed in ARTICLE 5.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. CRA agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the CRA in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. CRA agrees to pay Consultant as negotiated in the Scope of Work to be performed and the fees for said services. Each task order or work authorization shall specifically identify the scope of work to be performed and the fees for said services.

C. Fee Determination. The total amount to be paid by the CRA under this contract for all services and materials including "out of pocket" expenses (specified in Paragraph C below) and also including any approved subcontracts shall not exceed a total contract amount of two hundred thousand Dollars ($200,000.00) per project in compliance with Consultants Competitive Negotiation Act (CCNA) Guidelines, unless otherwise agreed in writing by both parties. The Consultant shall notify the CRA's Representative in writing when 90% of the "not to exceed amount" has been reached. The Consultant will bill the CRA on a monthly basis, or as otherwise provided. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of CRA's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in the Scope of Work.

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

E. This section intentionally left blank.

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

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the CRA's Representative, in the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the CRA, with or without cause, immediately upon written notice from the CRA's Representative to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the CRA's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is

acknowledged, is given as specific and independent consideration of the CRA's right to terminate this Contract for convenience. Termination for cause by the CRA shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the CRA as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the CRA the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the CRA.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

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

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

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

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

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

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to CRA with the prior written approval of the CRA's Representative. The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CRA's acceptance of a subcontractor shall not be

unreasonably withheld. The Consultant is encouraged to seek small business enterprises for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

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

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

## ARTICLE 9 – AVAILABILITY OF FUNDS

The CRA's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the CRA as are normally approved.

## ARTICLE 10 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

## ARTICLE 11 – INDEMNIFICATION

To the fullest extent permitted by Florida law, the Consultant agrees to indemnify and hold harmless the City, its officers, directors, agents and employees from and against any claims, losses, damages or expenses (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of or resulting from any negligence, recklessness, or intentionally wrongful act or omission of Consultant, its agents, servants, or employees, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, in the performance of Consultant's services (b) any breach by the Consultant of this Contract; (c) any misconduct by the Consultant; and (d) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein.

Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

## ARTICLE 13 – REMEDIES

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

## ARTICLE 14 – CONFLICT OF INTEREST

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

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

## ARTICLE 15 – EXCUSABLE DELAYS

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

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

## ARTICLE 16 – DEBT

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

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

Contract for or at the CRA's expense shall be and remain the CRA's property and may be reproduced and reused at the discretion of the CRA.

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

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:

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

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;

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

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.

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.

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

## ARTICLE 18 – CONTINGENT FEES

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

## ARTICLE 19 – ACCESS AND AUDITS

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

## ARTICLE 20 – NONDISCRIMINATION

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

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

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

## ARTICLE 23 – SEVERABILITY

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

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

## ARTICLE 26 – NOTICE

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

**FOR CRA:**

Community Redevelopment Agency
Attn: Kim Briesemeister, Director
100 West Atlantic Blvd., Room 276
Pompano Beach, Florida 33060

**FOR CONSULTANT:**

Keith and Associates, INC.
ATTN: Dodie Keith-Lazowick
301 E Atlantic Blvd
Pompano Beach, FL 33060

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**
**[SIGNATURE PAGES FOLLOW]**

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

_____

Print Name:_____

By:_____
Lamar Fisher, Chairman

_____

Print Name:_____

ATTEST:

_____
Margaret Gallagher, Secretary

**EXECUTIVE DIRECTOR:**
Redevelopment Management Associates, LLC
a Florida limited liability company

_____

Print Name:_____

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: _____
Kim Briesemeister, President

_____

Print Name:_____

and

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"**CONSULTANT**"

Keith and Associates
(Name of Consultant)

Witnesses:

Signature

Signature

By: Signature

MICHAEL M. MOSSEY
Name Typed, Printed or Stamped

Eliot Lazowick
Name Typed, Printed or Stamped

Title: Executive Vice-President

Address: 301 East Atlantic Blvd.
Pompano Beach, FL 33060

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Eliot Lazowick, on behalf of Keith and Associates He/she is personally known to me or who has produced _____(type of identification) as identification.

NOTARY'S SEAL:

BRYAN STEPHEN KUBIK
MY COMMISSION # EE171223
EXPIRES June 12, 2016
(407) 398-0153 FloridaNotaryService.com

NOTARY PUBLIC, STATE OF FLORIDA

Bryan Kubik
(Name of Acknowledger Typed, Printed or Stamped)

EE171223
Commission Number

EXHIBIT A

CONSULTANT'S RESPONSE TO THE RFQ
IS INCLUDED BY REFERENCE

EXHIBIT B

INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project by the CRA. 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 shall not commence operations, construction and/or installation of improvements 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 Pompano Beach CRA 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.

3. Real & Personal Property Insurance

   The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

**LIMITS OF LIABILITY**

| Type of Insurance | | Each occurrence | Aggregate |
|---|---|---|---|
| **GENERAL LIABILITY** | | | |
| comprehensive form | | | |
| premises - operations | bodily injury | $1,000,000. | $1,000,000. |
| explosion & collapse hazard | property damage | $1,000,000. | $1,000,000. |
| underground hazard | | | |
| products/completed operations hazard | bodily injury and property damage combined | $1,000,000. | $1,000,000. |
| contractual insurance | | | |
| broad form property | | | |

| | | | |
|---|---|---|---|
| damage | | | |
| independent contractors | | | |
| personal injury | personal injury | $1,000,000. | $1,000,000. |
| **AUTOMOBILE LIABILITY** | bodily injury (each person) | $1,000,000. | |
| comprehensive form | bodily injury (each accident) | $1,000,000. | $1,000,000. |
| owned | property damage | $1,000,000. | $1,000,000. |
| hired | bodily injury and | | |
| non-owned | property damage combined | $1,000,000. | $1,000,000. |
| **REAL & PERSONAL PROPERTY** | | | |
| comprehensive form | | Organization must show proof they have this coverage. | |
| **EXCESS LIABILITY** | | | |
| umbrella form | bodily injury and property damage | | |
| __ other than umbrella | combined | $2,000,000. | $2,000,000. |
| **PROFESSIONAL LIABILITY** | | $2,000,000. | $2,000,000. |

The certification or proof of insurance must contain a provision for notification to the CRA ten (10) days in advance of any material change in coverage or cancellation.

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

EXHIBIT C

SCOPE OF WORK
AND FEE SCHEDULE
TO BE INCLUDED

**EXHIBIT A**
**PROFESSIONAL SERVICE FEE SCHEDULE**

| | Hourly Rate |
|---|---|
| 01 Administrative Assistant | $50.00 |
| 15 Technician | $70.00 |
| 16 CAD Technician | $80.00 |
| 30 Associate Planner | $85.00 |
| 31 Planner AICP | $95.00 |
| 32 Senior Planner | $95.00 |
| 33 Landscape Designer | $80.00 |
| 34 Senior Landscape Designer | $100.00 |
| 35 Landscape Architect (RLA) | $110.00 |
| 36 GIS Specialist | $100.00 |
| 50 Project Engineer | $100.00 |
| 51 Senior Project Engineer | $105.00 |
| 52 Professional Engineer (PE) | $115.00 |
| 53 Senior Professional Engineer | $120.00 |
| 54 Field Representative | $90.00 |
| 55 Senior Inspector | $95.00 |
| 56 Junior Field Inspector | $85.00 |
| 60 Project Manager | $125.00 |
| 70 Principal | No Charge |
| 72 Expert Witness | $300.00 |
| 78 Project Surveyor | $95.00 |
| 80 Professional Surveyor & Mapper (PSM) | $115.00 |
| 81 Survey Party (2) person | $110.00 |
| 82 Survey Party (3) person | $125.00 |