

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

11

Meeting Date: MARCH 17 2015

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution Consideration Approval Other

SHORT TITLE A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$166,125.00 FOR STREETScape IMPROVEMENTS ON NE 1ST STREET BETWEEN NE 26^{TRH} AVENUE AND NE 28TH AVENUE, PURSUANT TO THE AGREEMENTS FOR ARCHITECTURE AND DESIGN SERVICES AND ENGINEERING SERVICES BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND BERMELO, AJAMIL & PARTNERS, INC.; 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 Work Authorization No. 6 to Bermello, Ajamil & Partners, Inc. ("BA") to provide professional services for proposed improvements on NE 1 Street between NE 26 and NE 28 Avenues (see Location Map Exhibit "A"). Work Authorization #6 will allow BA to provide professional design services consisting of the following tasks:

- Task 1 - DESIGN DEVELOPMENT,**
- Task 2 - PERMITTING, and**
- Task 3 - CONSTRUCTION MANAGEMENT.**

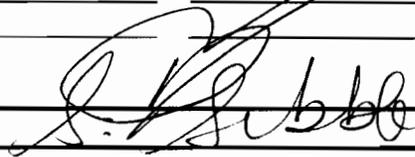
These tasks are fully described in Exhibit "B."

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: Streetscape Account No. 314-7519-589-65-12

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	1/29/2015	Approval	2015-500

- CRA Executive Director
- Director Finance Department



ACTION PREVIOUSLY TAKEN BY CRA BOARD: None

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>

CRA

POMPANO BEACH

MEMORANDUM

DATE: February 5, 2015

TO: CRA Board

THRU: Kim Briesemeister, CRA Executive Director
Chris Brown, CRA Executive Director
Dennis Beach, City Manager

FROM: Horacio Danovich, CRA Engineer



Issue

The Community Redevelopment Agency ("CRA") is seeking CRA Board approval of a Resolution to execute Work Authorization #6 pertaining to a Consulting Agreement for a Continuing Contract for Architectural and Engineering Design Services entered into on December 21, 2009 and January 25, 2010, respectively (Resolutions 2010-33 and 2010-34), to Bermello Ajamil & Partners, Inc. ("BA") for professional services for a proposed streetscape improvements project on NE 1 Street between NE 26 and NE 28 Avenues in the amount of \$166,125.00.

Recommendation

The CRA staff recommends Approval of the Resolution.

Background

The CRA is seeking CRA Board authorization to execute a Resolution for Work Authorization #6 pertaining to proposed streetscape improvements project on NE 1 Street between NE 26 and NE 28 Avenues in the amount of \$166,125.00. The proposed Work Authorization will allow BA to provide landscape architecture, engineering and site planning services related to modifications to NE 1 Street between NE 26 and NE 26 Avenues (See Location Map, Exhibit "A"). These modifications will result in a more suitable traffic circulation pattern, 99 new parking spaces (compared to 80 existing), lush landscape material similar to that within Harbor Village and the recently completed section of Atlantic Boulevard, new pedestrian lighting, etc. The project will add more shade trees and a wider sidewalk area along the south side and make the area pedestrian friendly and attractive in support of local merchants and upcoming redevelopment (See Exhibits "B-D"). The design proposal takes into consideration numerous discussions with City Departments and includes

CRA

POMPANO BEACH

adequate funding for construction administration. For details of the proposed scope of work, please refer to "Exhibit E."

Funding for this project has been allocated in a recently approved CRA bond. The design team and Staff plan to reach out to local residents, properly inform them about the project, and seek their input prior to finalizing the design. Staff envisions construction to begin in late 2015 subject to securing necessary approvals and permits from various government agencies.

Staff recommends approval.



City Attorney's Communication #2015-500
January 29, 2015

TO: Horacio Danovich, Pompano Beach CRA Engineer
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney 
RE: Work Authorization No. 6 – Bermello, Ajamil & Partners, Inc.

As requested in your e-mail of January 28, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$166,125.00 FOR STREETScape IMPROVEMENTS ON NE 1ST STREET BETWEEN NE 26TH AVENUE AND NE 28TH AVENUE, PURSUANT TO THE AGREEMENTS FOR ARCHITECTURE AND DESIGN SERVICES AND ENGINEERING SERVICES BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND BERMELLO, AJAMIL & PARTNERS, INC.; FOR PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/cra/2015-500

Attachment

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 6 IN THE AMOUNT OF \$166,125.00 FOR STREETScape IMPROVEMENTS ON NE 1ST STREET BETWEEN NE 26TH AVENUE AND NE 28TH AVENUE, PURSUANT TO THE AGREEMENTS FOR ARCHITECTURE AND DESIGN SERVICES AND ENGINEERING SERVICES BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND BERMELLO, AJAMIL & PARTNERS, INC.; FOR PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That Work Authorization No. 6 pursuant to the Agreements for Architecture and Design Services and Engineering Services between the Pompano Beach Community Redevelopment Agency and Bermello, Ajamil & Partners, Inc., a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Work Authorization between the Pompano Beach Community Redevelopment Agency and Bermello, Ajamil & Partners, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

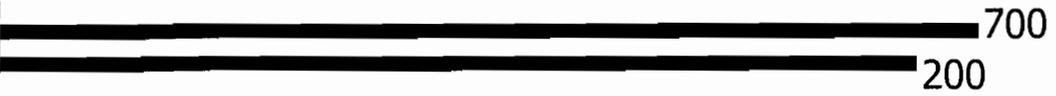
MARGARET GALLAGHER, SECRETARY

LOCATION MAP - EXHIBIT "A"

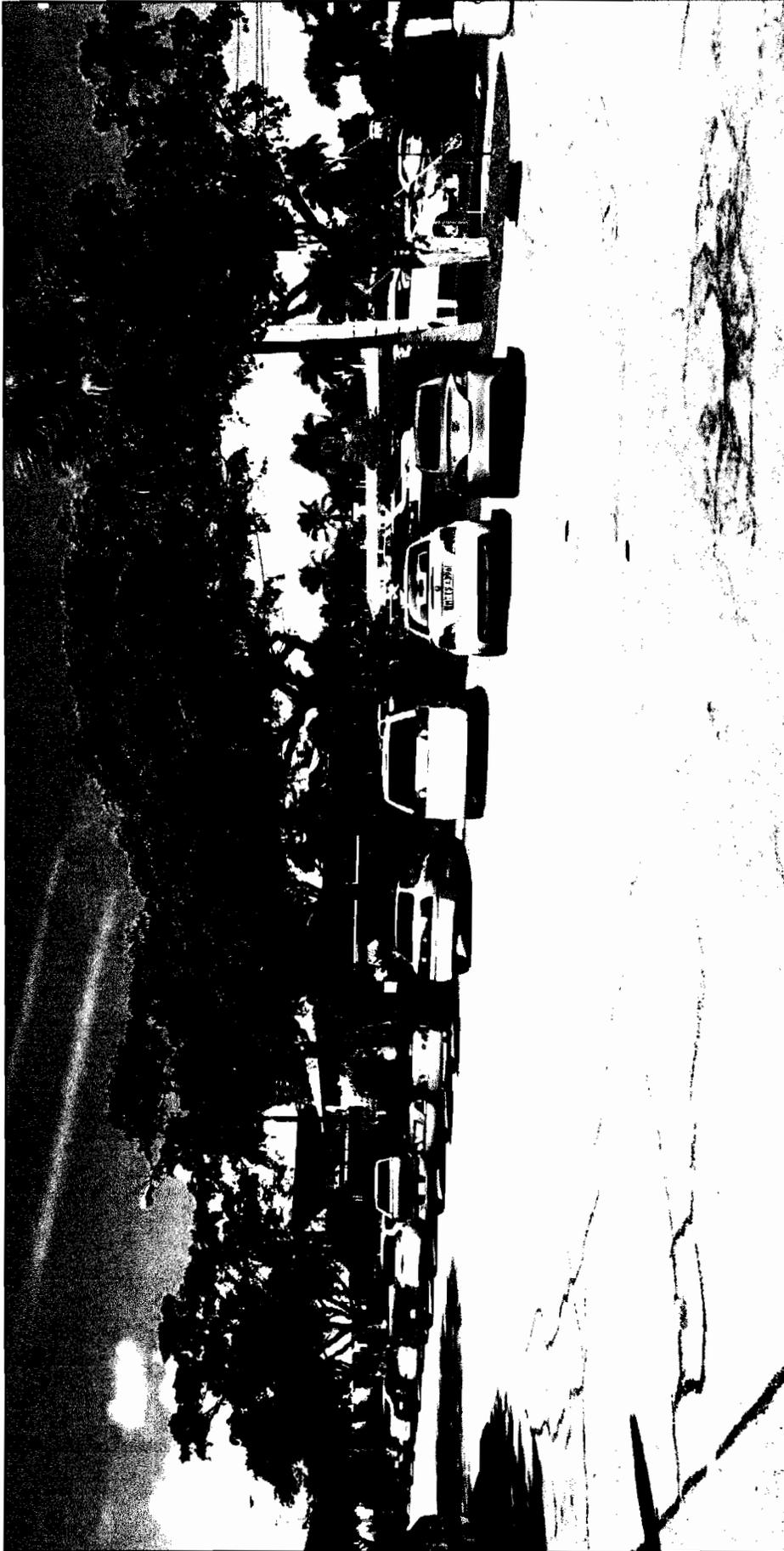


Google earth

feet
meters



EXISTING CONDITIONS - EXHIBIT "B"



ba
Barmilio Ajamil & Partners, Inc.

CRA
POMIANO BLACH

Existing N.E. 1st Street Parking

Date: January 25, 2015

PROPOSED CHANGES - EXHIBIT "C"



N.E. 1st Street Parking Improvements

Date: January 27, 2015



Work Authorization No. 6

NE 1 Street Parking Improvements

Additional Professional Services

Pursuant to two (2) contracts between Bermello, Ajamil & Partners, Inc. (CONSULTANT) and the Pompano Beach Community Redevelopment Agency (CRA) dated December 21, 2009 and January 25, 2010, respectively (Resolutions 2010-33 and 2010-34), this Work Authorization No. 6, when executed, shall authorize CONSULTANT to perform design and improvements as requested by the CRA acting on behalf of the City of Pompano Beach. All the terms and conditions of the prior agreements are incorporated herein.

I. PROJECT DESCRIPTION

It is the Pompano Beach CRA's intention to conduct streetscape improvements on Ne 1 Street between NE 26 and NE 28 Avenues and to incorporate features including, but not limited to, a landscape theme, new sidewalks, street lighting, a new parking layout, etc. These improvements are funded by the CRA. It is the CRA's desire to hire CONSULTANT to provide all architectural and engineering design consulting services. Due to unforeseen field conditions, the CONSULTANT will be tasked with some modifications to the approved site plan.

II. SCOPE OF WORK

The scope of work identifies the level of effort that will be performed by CONSULTANT in designing and assisting the CRA in implementing this improvement project. The services to be *provided* by CONSULTANT to the CRA under this task order will consist of the following tasks:

Task 1 - DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTS

The design shall include compiling the following drawings (construction documents).

1. Demolition Plan
2. Horizontal Control Plan
3. Pavement Marking and Signage Plan
4. Paving, Grading & Drainage Plan
5. Reclaimed Water Tap Plan for Irrigation
6. Storm water Pollution Prevention Plan
7. Paving, Grading & Drainage Details
8. Civil Specifications
9. Tree Value Assessment Plan
10. Existing Tree Disposition Plan and Mitigation Tables
11. Landscape Planting Tabulations and Plan
12. Irrigation Plan
13. Dimensioned Paving Patterns and Construction Details for hardscape areas

14. Site Furniture Plan
15. Landscape and Hardscape Outline Product Specifications (on sheets)
16. Landscape Lighting Fixture Selections and Plan
17. Roadway Electrical Plan
18. Roadway Electrical Details, Demand Calculations and Specifications
19. Photometric Plan

Deliverables for DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTS Task

- Necessary plans for submittal including PDF and CADD copies of all plans.

TASK 2 – PERMITTING

The services included in this phase are for the permitting aspects of the roadway and its electrical, landscape, civil and hardscape systems only.

1. Preparation of detailed agency applications and associated support material, calculations and plans as required by governmental agencies.
2. Revisions to the plans or calculations as required by any governmental agency
3. Coordination, correspondence and permit follow through after each submittal to any governmental agency
4. Coordination of meetings with sub-consultants
5. Coordination of meetings with City
6. One Pre-application meeting shall be scheduled and held with Broward County

CONSULTANT shall provide the above services with the following PERMITTING AGENCIES

1. City of Pompano Beach’s Engineering Department
2. City of Pompano Beach’s Building Department
3. Broward County’s Environmental Protection Division (EPD) for Drainage

Deliverables for PERMITTING Task

- Necessary plans for approval including PDF and CADD copies of all plans (if applicable).

Task 3 – CONSTRUCTION MANAGEMENT

CONSULTANT shall assist the CRA with the following:

1. Bidding and Contractor Selection Assistance
2. Pre-Construction Meeting
3. Site Visits
4. Site Inspections
5. Submittals

- 6. Requests for Information (RFI's)
- 7. Pay Applications
- 8. Substantial Completion Walkthrough

Deliverables for CONSTRUCTION ADMINISTRATION Task

- Necessary plans/reports/memos/shop drawings for submittal including PDF and CADD copies of all plans (if applicable).

III - PROJECT SCHEDULE

Tasks 1-3: +/-12-15 months (depending on construction activities)

IV. COMPENSATION

CONSULTANT will provide the above described services on a lump sum basis, to be billed on a monthly basis. Lump sum fee shall be as follows, plus out of pocket expenses.

Task 1 DESIGN DEVELOPMENT	\$85,600.00 Lump Sum
Task 2 PERMITTING	\$12,500.00 Lump Sum
Task 3 CONSTRUCTION MANAGEMENT	\$65,325.00 Lump Sum
Reimbursable Expenses Budget	\$ 2,700.00 Lump Sum
TOTAL ALL TASKS	\$166,125.00 Lump Sum

"CONSULTANT"

Witnesses:

Joshua RAK

JOSHUA RAK
Printed Name

Ry R

Reynaldo Garcia
Printed Name

Bermello, Ajamil & Partners, Inc.

By: *[Signature]*
Signature

Randy Hollingworth
Name Printed

Title: Partner/Vice President

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 6 day of February 2015 by Randy HOLLINGWORTH, as PARTNER / VP of Bermello, Ajamil & Partners, Inc., who is personally known to me or who has produced _____

(type of identification) as identification.

NOTARY'S SEAL:



Nina White
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

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

Print Name: _____

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

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

Print Name: _____

By: _____
Kim Briesemeister, President

and

Print Name: _____

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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 _____, 2015, 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

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, 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



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

January 23, 2015

Mr. Horacio Danovich
Community Redevelopment Agency
City of Pompano Beach
100 West Atlantic Boulevard
Room 276
Pompano Beach, Florida 33060

**RE: Preparation of Construction Documents and Permitting
for NE 1st Street Parking Improvements
Pompano Beach, Fl.**

Dear Horacio,

As requested, Bermello Ajamil & Partners (B&A) has assembled a fee proposal and scope of services for the construction drawings for NE 1st Street within the area described below. This proposal is based on utilizing an approved conceptual layout plan and does not include any conceptual design development or planning of the site area. It is understood that full construction documents must be completed and prepared for bidding (NIC) with the assistance of the City's Purchasing Department.

The limits of the project are understood to be NE 1st Street bounded on the West by NE 26th Avenue (Harbor Drive) and on the East by NE 28th Avenue, between the limits of the north and south rights-of-way for NE 1st Street. B&A shall act as project manager and coordinate and organize all phases of design. This includes hiring the Civil Engineer, Electrical Engineer and Irrigation Designer as subconsultants. The services included in this proposal are for detailed design of the roadway, landscape and hardscape areas only. Also included in this proposal is the design of the electrical system and street lighting including the photometric plan of the lighting system. This proposal does not include any construction related services. Time for all normal and customary meetings are included in this proposal.

B&A shall provide the following **DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTS**

The design shall include the following drawings (construction documents).
(Some sheets may be combined as to reduce the overall number of sheets depending on the presentation of the designs).

1. Demolition Plan
2. Horizontal Control Plan
3. Pavement Marking and Signage Plan

4. Paving, Grading & Drainage Plan
5. Reclaimed Water Tap Plan for Irrigation
6. Storm water Pollution Prevention Plan
7. Paving, Grading & Drainage Details
8. Civil Specifications
9. Tree Value Assessment Plan
10. Existing Tree Disposition Plan and Mitigation Tables
11. Landscape Planting Tabulations and Plan
12. Irrigation Plan
13. Dimensioned Paving Patterns and Construction Details for hardscape areas
14. Site Furniture Plan
15. Landscape and Hardscape Outline Product Specifications (on sheets)
16. Landscape Lighting Fixture Selections and Plan
17. Roadway Electrical Plan
18. Roadway Electrical Details, Demand Calculations and Specifications
19. Photometric Plan

This proposal only includes that information indicated above and does not include any items not explicitly described above. If any additional items are required, not explicitly mentioned above, a separate agreement shall be entered into.

B&A shall provide the CRA with progress construction drawings at the 60%, 90% and 100% completion level. B&A shall only proceed with the following stage of drawing development upon written approval from the CRA of previous phase work. B&A shall provide three (3) sets of 24"X36" drawings and one digital file of the plans to the CRA at the completion of each phase.

For components associated with the selected site plan, CONSULTANT shall provide outline Technical Specifications on the drawing plans that define materials and methods appropriate for construction. This proposal does not include the preparation of a project specification manual.

PERMITTING

The services included in this phase are for the permitting aspects of the roadway and its electrical, landscape, civil and hardscape systems only.

1. Preparation of detailed agency applications and associated support material, calculations and plans as required by governmental agencies.
2. Revisions to the plans or calculations as required by any governmental agency

3. Coordination, correspondence and permit follow through after each submittal to any governmental agency
4. Coordination of meetings with sub-consultants
5. Coordination of meetings with City
6. One Pre-application meeting shall be scheduled and held with Broward County

B&A shall provide the above services with the following PERMITTING AGENCIES

1. City of Pompano Beach's Engineering Department
2. City of Pompano Beach's Building Department
3. Broward County's Environmental Protection Division (EPD) for Drainage

ADDITIONAL SERVICES

The CRA may establish an allowance for additional services requested by the CRA and for unforeseen circumstances, which shall be utilized at the sole discretion of the CRA. The following services are not included in the basic services:

1. Water and Sewer
2. Any construction as-builts, record drawings, easement sketches and descriptions or construction staking or layout
3. Any other off-project area design or permitting
4. Any County, City or regulatory agency building permit fees, application fees, County or City plan review fees or impact fees
5. Any courier or printing costs
6. Any additional scope of services that may arise out of the CRA's, County's or City's plan review processes
7. The design of the lighted pedestrian crosswalk signals or the electrical system for the pedestrian signals, signal poles, etc.
8. Any traffic signal design, traffic counts or traffic studies
9. Any Bidding or Construction Management Services (Start of Construction shall after permitting is complete)
10. CPTED Plan and or Narrative
11. Pompano Beach Development Review Committee Submittals or Approvals
12. Pompano Beach AAC Submittals or Approvals
13. Pompano Beach Planning and Zoning Submittals or Approvals
14. Survey or mapping services
15. Any architectural or structural services
16. Rerouting of underground lines or to buildings
17. Presentation graphics or plan renderings
18. Any coordination with DOT.

COMPENSATION

All reimbursable expenses shall be billed at cost plus 10%. It is assumed that the project shall be carried out until completed. If the project is canceled by the CLIENT during or after the design phase, or put on hold for any length of time, the pro-rated contract amount is still owed. Mileage shall not be charged for this project. B&A shall provide the civil engineering, electrical and landscape architecture services for a lump sum fee of \$99,300.00.

The City of Pompano Beach shall pay B&A for these services, broken down as follows.

Construction Documents for NE 1 Street:	\$ 85,600.00
Permitting Services	\$ 12,500.00
Reimbursable Expenses:	\$ 1,200.00

B&A shall invoice according to the continuing services contract. This proposal is not transferable and is valid for 60 days from the date of the proposal.

Regards,



Randy P. Hollingworth
Partner / Director Landscape Architecture Studio, Planning, Urban Design



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

January 23, 2015

Mr. Horacio Danovich
Community Redevelopment Agency
City of Pompano Beach
100 West Atlantic Boulevard
Room 276
Pompano Beach, Florida 33060

RE: Construction Management Services
for NE 1st Street Parking Improvements
Pompano Beach, Fl.

Dear Horacio,

As requested, Bermello Ajamil & Partners (B&A) has assembled a fee proposal and scope of services for the Construction Management Services for the construction of NE 1st Street, bounded on the West by NE 26th Avenue (Harbor Drive) and on the East by NE 28th Avenue, between the limits of the north and south rights-of-way for NE 1st Street. B&A shall act as project manager and primary contact during the construction phase and final approval of this project. This includes Landscape CA services from B&A, Civil Engineering CA services from Munson Design and Consulting and Electrical Engineering CA services from, Delta G Engineering. The services included in this proposal are for detailed design of the roadway, landscape and hardscape areas only. Also included in this proposal is the design of the electrical system and street lighting including the photometric plan of the lighting system. This proposal does not include any construction related services. All time for meetings outlined below are included in this proposal. Additional meetings shall be billed on a time and materials basis.

I. PROJECT DESCRIPTION

The Pompano Beach CRA is in the process of developing construction documents for a two block area on NE 1st Street in Pompano Beach. (Boundaries defined above) The new streetscape includes new landscaping, sidewalks, roadway, angled parking and lighting. It is the CRA's desire to hire CONSULTANT to provide all landscape architectural and engineering construction administration services as outlined below for the duration of the project's construction phase.

II. SCOPE OF WORK

The scope of work identifies the level of effort that will be performed by CONSULTANT in administering the construction phase of this project. The services to be provided by CONSULTANT to the CRA under this task order will consist of the following tasks:

Bidding and Contractor Selection Assistance – the CONSULTANT shall provide the CRA with assistance during the contractor selection phase with RFI requests, preliminary budget estimates and up to two (2) meetings at the CRA offices.

Pre-Construction Meeting – Consultant's Landscape Architect and Civil Engineer shall attend and participate in a pre-construction meeting with the CRA and the selected contractor. The intent of the meeting is to help familiarize the contractor with the proposed improvements and to point out critical elements that require special attention. The CRA shall be responsible for organizing the meeting and reserving a meeting space.

Site Visits – CONSULTANT's Civil Engineer shall attend one (1) construction site meeting every week, from the time construction commences to the completion of construction. The CONSULTANT'S Landscape Architect shall attend one (1) site construction meeting every two (2) weeks from the time construction commences to the completion. (The construction time frame utilized to determine the time and fees for this work is twenty six (26) weeks. Should the construction period for this project be longer than twenty six (26) weeks, additional meetings will be billed on an hourly basis. In addition, the COMNSULTANT shall attend up to three (3) additional site meetings to address specific conflict issues.

Site Inspections – The CONSULTANT's Civil Engineer shall make two (2) site inspections per week for the duration of the construction period. (Assuming twenty six (26) weeks) and the CONSULTANT's Landscape Architect shall attend one site inspection meeting per week for the duration of the construction period. As with the site visits, the hours and time for this work is based on a twenty six (26) week construction period.

Submittals – CONSULTANT shall review and comment on shop drawings, samples, and other data and reports, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the Construction Drawings. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. CONSULTANT shall respond to submittals within seven working days of their receipt. It is assumed that the shop drawings shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange).

Requests for Information (RFI's) – CONSULTANT shall respond to and provide clarifications and interpretations of the Construction Drawings as needed and requested by the selected Contractor, CRA or City. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange). CONSULTANT shall respond to RFI's within five working days of receipt.

Pay Applications – The CONSULTANT shall review contractor pay applications and forward to City with recommendations for payment.

Substantial Completion Walkthrough – The CONSULTANT Civil Engineer, Electrical Engineer and Landscape Architect shall visit the site one (1) time to conduct/complete a Substantial Completion Site Inspection to determine if the completed work by the Contractor is in general accordance with Construction Drawings and shall provide a punch list of outstanding issues that need to be completed/corrected.

Final Completion Inspection – CONSULTANT shall visit the site one (1) time to conduct/complete a Final Completion Inspection to determine if the completed work by the Contractor is in general accordance with Construction Drawings and that all punch list items have been resolved. CONSULTANT shall provide a Final Completion Notice to the CRA once the project is deemed to be in full accordance with the Construction Drawings. Additional inspections or walk-throughs required due to contractors inability to complete all punch list items the first time shall be billed to the client on an hourly basis.

- Two (2) 24" X 36" black and white signed and sealed sets of final construction drawings
- One (1) 8 ½" X 11" black and white PDF Minutes from Pre-Construction Meeting
- Ten (10) reviewed submittals
- Responses to RFI's (as required)
- One (1) 8 ½" X 11" black and white PDF Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white PDF Final Engineering Certification
- One (1) 8 ½" X 11" black and white PDF Final Completion Notice

III. COMPENSATION

All reimbursable expenses will be billed at cost plus 10%. It is assumed that the project will be carried out until completed. If the project is canceled by the CLIENT during or after the construction phase, or put on hold for any length of time, the pro-rated contract amount is still owed. Mileage will not be charged for this project. B&A will provide the civil engineering, electrical and landscape architecture services for a lump

sum fee of \$ 65,325.00 plus \$1,500.00 to cover reimbursable expenses for a total lump sum fee of \$66,825.00

B&A will invoice according to the continuing services contract. This proposal is not transferable and is valid for 60 days from the date of the proposal.

IV. ADDITIONAL SERVICES

The CRA may establish an allowance for additional services requested by the CRA and for unforeseen circumstances, which shall be utilized at the sole discretion of the CRA. The following services are not included in the basic services:

1. Bid forms and bid document preparation
2. Contractor submittal review and recommendations
3. Nursery visits to review plant materials
4. Pre Bid meetings
5. City permitting and associated tasks
6. As built plans
7. Coordination with D.O.T.

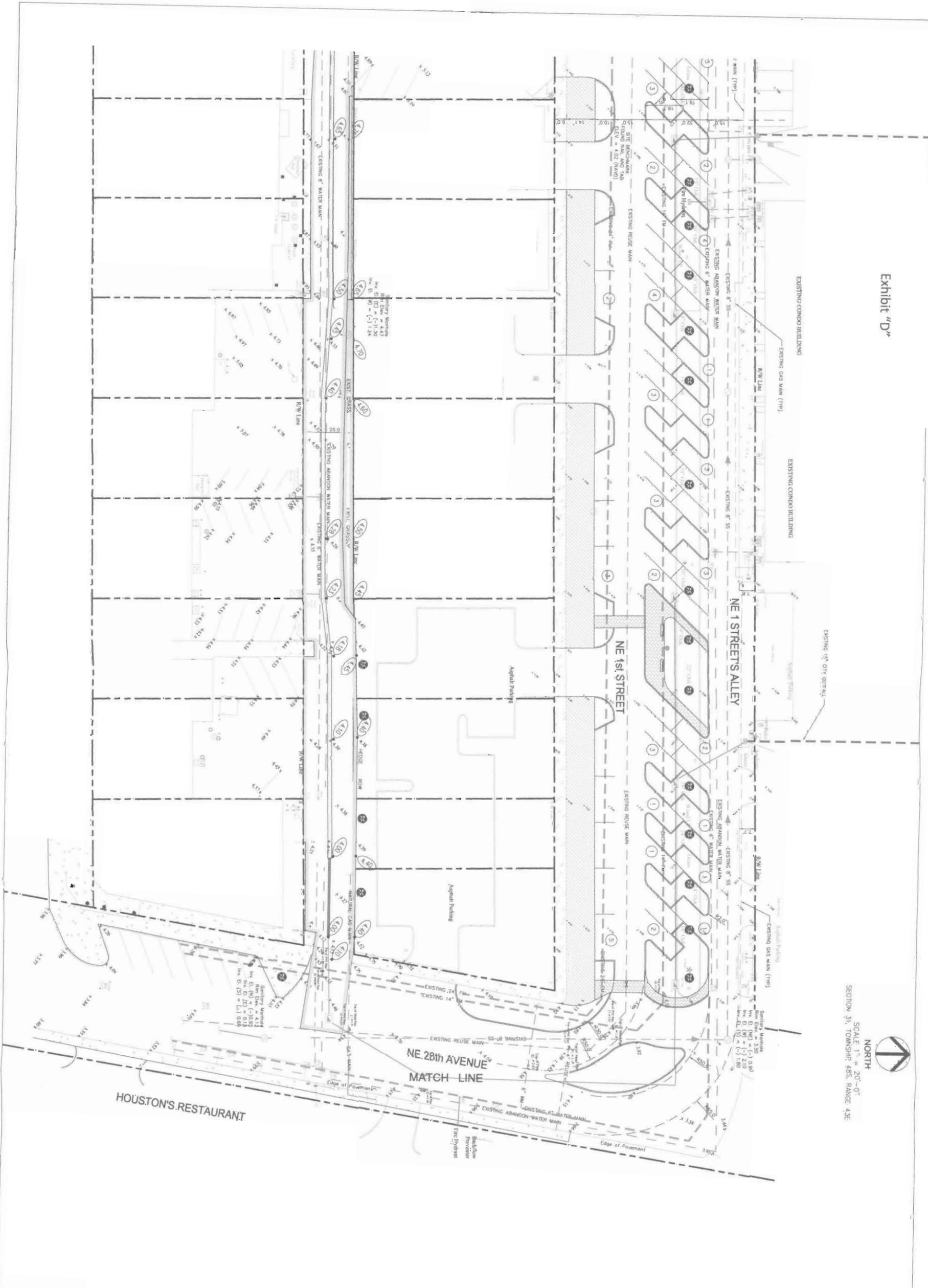
Regards,

A handwritten signature in black ink, appearing to be 'Randy P. Hollingworth', with a large, sweeping flourish at the end.

Randy P. Hollingworth
Partner / Director Landscape Architecture Studio, Planning, Urban Design

Exhibit "D"

NORTH
SCALE 1" = 20'-0"
SECTION 31, TOWNSHIP 49S, RANGE 43E



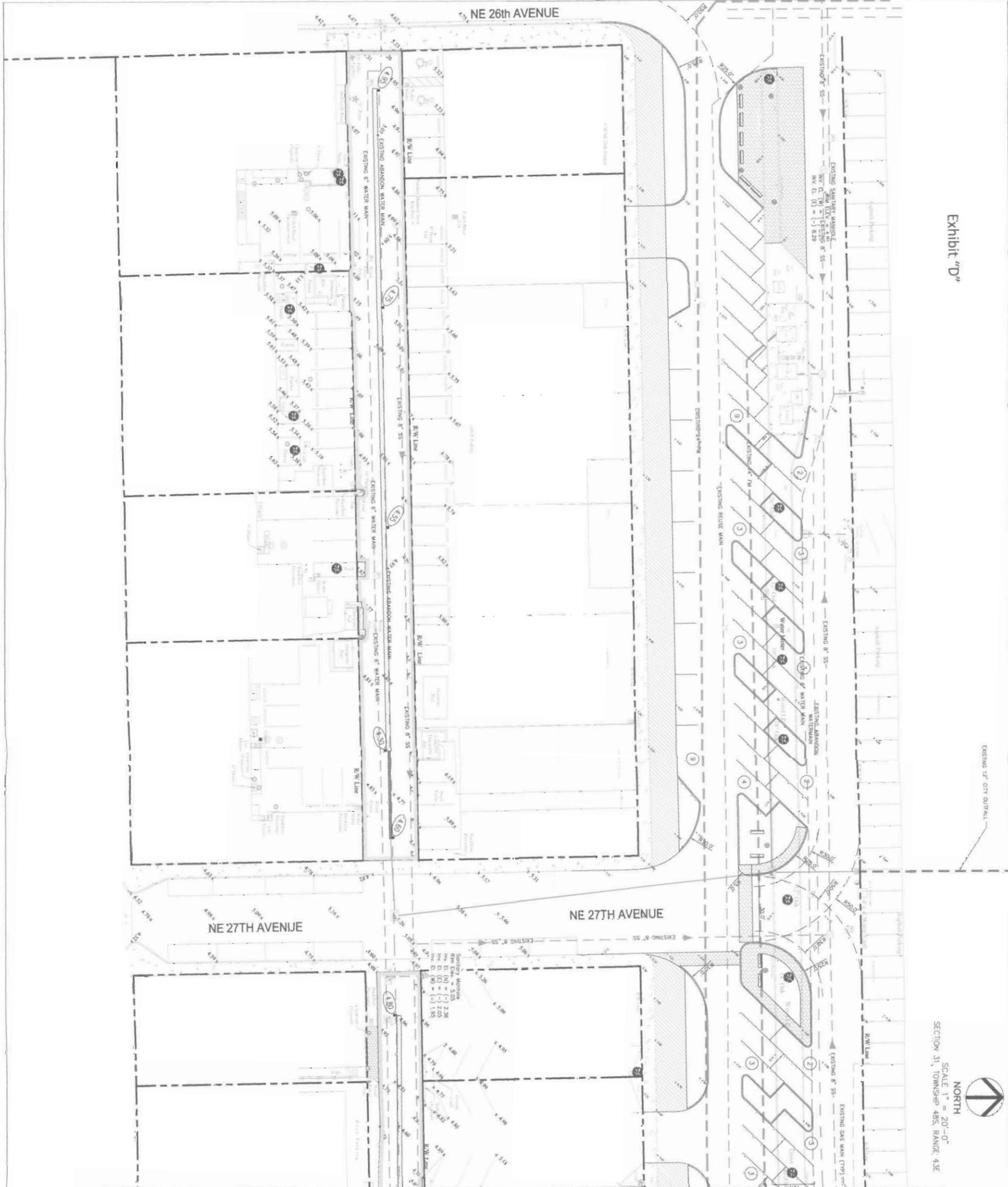
MDC
MANION DESIGN AND CONSULTING, INC.
8810 N.W. 21 COURT
CORAL SPRINGS, FL 33071
TEL: 954.343.4200
FAX: 954.343.4201
AUTH. NO. 827 & 7955

PAVING, GRADING AND DRAINAGE PLAN
STORMWATER POLLUTION PREVENTION PLAN

HARBOR VILLAGE ALLEYWAY DRAINAGE IMPROVEMENTS
FOR THE CITY OF POMPANO BEACH
PROJECT ADDRESS
HARBOR VILLAGE ALLEY BETWEEN NE 28th AVENUE AND NE 29th AVENUE
POMPANO BEACH, FL

SIGNATURE AND SEAL	
Scale: 1" = 20'	
Job No. 2013-600	Sheet No.
Date: 07/04/2013	C2
Drawn By: SM	Rev. Date: 09/17/2013
App. By: MD	2 of 4

Exhibit "D"



NORTH
SCALE 1" = 20'-0"
SECTION 31, TOWNSHIP 48S, RANGE 43E

Harbor Village Alley Location

SITE

LOCATION SKETCH

LEGEND:

- EXISTING TREE
- EXISTING FIRE HYDRANT
- EXISTING WOOD LIGHT POLE
- EXISTING MANHOLE
- EXISTING CLEAN OUT
- EXISTING SIGN
- EXISTING ANCHOR
- EXISTING POWER POLE
- EXISTING WATER WATER
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- DIRECTION OF SURFACE DRAINAGE
- PROPOSED ELEVATION
- EXISTING UTILITY MAIN
- PROPOSED CATCH BASIN
- EXISTING WATER VALVE
- UNITS OF REMOVAL AND OVERLAY

SURVEYOR'S NOTES:

BOUNDARY REFERENCE: USED AS SHOWN ON THE PLAT. ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE SLOPE OF THIS SURVEY IS TO SHOW THE EXISTING HORIZONTAL AND VERTICAL CONDITIONS OF THE LANDS SHOWN HEREON AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

SITE DATA:

ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 CITY: POMPANO BEACH
 ZONING: CITY 8001--R-1MAY
 BROWARD COUNTY 100 YEAR FLOOR ELEVATION: 5.43 (MMVD)
 SEASONAL HIGH WATER ELEVATION: UNDER TIDEAL INFLUENCE: 9.43 (MMVD)
 F.P.M.A.: THIS PROPERTY LIES IN HAZARD ZONE AS ELEVATION: 10.00 (-10.03)MMVD
 WATER SYSTEM AUTHORITY: CITY OF POMPANO BEACH
 WASTEWATER SYSTEM AUTHORITY: CITY OF POMPANO BEACH

PAVING, GRADING AND DRAINAGE NOTES:

CONTRACTOR SHALL PROVIDE A MINIMUM 8" OF UNWEEDED BACULITE AND 1 1/2" OF TYPE 5-1 ASPHALT FOR ROAD SURF. FOR ALL DRIVEWAYS, DRIVEWAYS AND ALTERNATE RESURFACING. CONTRACTOR SHALL PROVIDE THE MATERIAL NUMBER (MINIMUM LABORATORY EVIDENCE IN CONTRACTOR SHALL PAY FOR ALL COSTS ASSOCIATED WITH AND PROVIDE A COPY OF THE FIELD DENSITY TESTS FOR THE ASPHALT (DISCREPANCY TESTS) IN ORDER TO VERIFY THE QUALITY OF THE MATERIAL. ALL LUG ASPHALT SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY PER THE METHOD, 1997.
 CONTRACTOR SHALL PROVIDE FITNESS CERTS, LABOR AND MATERIALS, ETC. IN ORDER TO VERIFY THE QUALITY OF THE MATERIAL. CONTRACTOR SHALL PROVIDE THE METHOD, 1997.
 ALL INTERSECTIONS AND CONNECTIONS SHALL FOLLOW THE CITY'S PAVING, GRADING AND DRAINAGE STANDARDS. CONTRACTOR SHALL PROVIDE THE METHOD, 1997.
 THE CONTRACTOR SHALL REMOVE ALL WEED AND/OR GRAVING MATERIAL FROM THE LIMITS OF THE DRIVEWAY WORK.
 ALL PERMITS SHALL BE INSTALLED IN LOTS AND BE COMPLETED TO 80% OF 450/10
 ALL CONCRETE SIDEWALKS SHALL BE 150MM AT 28 DAYS.
 NEW SIDEWALKS SHALL NOT HAVE MORE THAN A 2% CROSS SLOPE.
 ALL STREWS SHALL BE APPROVED LATEX PAINT.

SWPP NOTES:

SOIL SCREENS, Silt Bait or OTHER SEDIMENT CONTROL MEASURES SHALL BE INSTALLED DURING CONSTRUCTION. THESE MEASURES SHALL BE INSTALLED AROUND ALL PROPERTY LINES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. CONTRACTOR SHALL PROVIDE DAILY CLEAN UP OF ALL SEDIMENT AND PROVIDE DAILY SOFT CONTROL MEASURES.

MDC
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REVISIONS:

HARBOR VILLAGE ALLEYWAY DRAINAGE IMPROVEMENTS FOR THE CITY OF POMPANO BEACH
 PROJECT ADDRESS: HARBOR VILLAGE ALLEY BETWEEN NE 26th AVENUE AND NE 26th AVENUE POMPANO BEACH, FL

DATE: 07/24/2013
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: 1" = 20'
 SHEET NO: C1
 TOTAL SHEETS: 1 of 4