

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

10

Meeting Date: July 21, 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 AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

OR MOTION: _____

Summary of Purpose and Why:

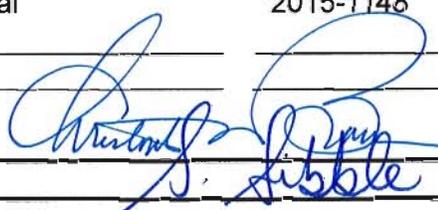
Staff is seeking CRA Board approval of a Resolution to enter into an Interlocal Agreement with the City to allow the agency to manage all aspects of replacing overhead light fixtures on Atlantic Boulevard from US 1 to the Atlantic Boulevard Bridge. This task was removed from the CRA's contract with Burkhardt Construction, Inc., due to lack of funds. The City is making the funds available through its CIP program and Staff is recommending approval of this Resolution to enable the CRA to manage this task to continue to redevelop and improve Atlantic Boulevard.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Pompano Beach CRA
- (2) Primary staff contact: Horacio Danovich, CIP/CRA Engineer Ext. 7834
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$320,688.85 (accounts 302-7509-530-65-11 - \$260,260
302-7509-530-65-20 - \$15,000; 302-7453-65-20 - \$40,000
302-7453-65-05 - \$5,428.85)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney's Off.	06/23/2015	Approval	2015-1148

- 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> _____
_____	_____	_____
_____	_____	_____



MEMORANDUM

July 7, 2015

TO: CRA Board

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

FROM: Horacio Danovich, CIP Engineer

Issue

Staff is seeking CRA Board approval to execute an Interlocal Agreement with the City of Pompano Beach ("City") to install new lights on Atlantic Boulevard.

Recommendation

Staff recommends Approval.

Background

Staff is seeking CRA Board approval to enter into an Interlocal Agreement with the City. On March 10, 2015, the City Commission approved a resolution to enter into a construction agreement with FDOT. This agreement was executed to allow the City to replace existing COBRA heads and light poles on Atlantic Boulevard from US 1/Federal Highway to the Atlantic Boulevard Bridge (see Location Map). Previously, the City had entered into a Joint Partnership Agreement (JPA) with FDOT. This agreement allowed the City to make substantial improvements to Atlantic Boulevard including relocating curbs, replacing and widening sidewalks, adding new landscape, etc. One of the design elements sought after by Staff was the replacement of COBRA heads with decorative lights (see Exhibits "A" and "B"). These lights are identical to fixtures selected by FDOT for Broward Boulevard (among other locations). Staff believed these lights are ideally suited as a complement to the rest of the design. However, insufficient funding prevented the CRA and City from completing this work. The City has made available funding for this activity through the City's CIP program. Staff negotiated a Change Order contract (see Exhibit "C") with the contractor responsible for all other streetscape work (Burkhardt Construction, Inc.), necessitating this Interlocal Agreement to allow the CRA to complete the project with City funds. Staff recommends approval of this resolution.



City Attorney's Communication #2015-1148

June 23, 2015

TO: Horacio Danovich, CIP Engineer
FROM: Gordon B. Linn, City Attorney
RE: Resolutions – Interlocal Agreement

Pursuant to your e-mail dated June 22, 2015, attached please find the following captioned resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/engr/2015-1148

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 AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That an Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency, 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 City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2015, by and between the

CITY OF POMPANO BEACH, a municipal corporation organized under the laws of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY")

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CRA").

WHEREAS, the City Commission of the CITY has, pursuant to Part III, Chapter 163, Florida Statutes ("Redevelopment Act") created a Community Redevelopment Agency for the public purpose of carrying out redevelopment in community redevelopment areas located in the CITY; and

WHEREAS, the CITY desires to have a certain improvement, installation of light poles, made to Atlantic Blvd. from Federal Highway to A1A, hereinafter, "Improvements;" and

WHEREAS, CRA is willing to make the Improvements desired by the CITY if it is reimbursed for the costs of the requested Improvements; and

WHEREAS, CRA has entered into an agreement with Burkhardt Construction, Inc., hereinafter "CONTRACTOR," to provide certain construction on Atlantic Blvd., including the Improvements desired by CITY; and

WHEREAS, CRA presently does not have the funding to pay CONTRACTOR to make the said Improvements; and

WHEREAS, in accordance with the provisions of this Agreement, the CITY is willing to provide the funding if CRA has CONTRACTOR make the Improvements.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and CRA agree as follows.

**ARTICLE 1
RECITALS INCORPORATED**

The recitals set forth in the "Whereas" clauses above are hereby accepted by the parties and incorporated into this Agreement.

**ARTICLE 2
CRA DUTIES**

The CRA agrees to enter into and be legally bound to the Agreement with CONTRACTOR to perform construction for the Improvements; a copy of said Agreement is attached hereto and made a part hereto.

The CRA will invoice the CITY monthly for all costs determined by CONTRACTOR to be owing, in accordance with the Contract for Improvements.

**ARTICLE 3
CITY DUTIES**

The CITY agrees to pay the costs to CRA as required by and in accordance with the Contract in the sum of \$320,688.85 for the Improvements.

The CITY will assign an engineer to oversee the complete administration of the Contract and acknowledges there will not be CRA staff members available to administer the construction. The CITY's Finance Department staff will coordinate with CRA staff to ensure proper accounting procedures are followed.

**ARTICLE 4
PLEDGE OF COOPERATION**

The parties recognize it will be necessary for both CITY and CRA staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore, each party pledges said cooperation.

**ARTICLE 5
TERM**

This Agreement shall take effect as provided in Article 16 of this Agreement and continue in effect until the Improvements are completed. The parties may amend this Agreement by mutual agreement in writing.

Neither the CITY nor CRA may terminate this agreement after the commencement of the Improvements unless CRA is released from the Contract.

ARTICLE 6 INDEMNIFICATION

To the extent permitted by law, the CITY and the CRA shall at all times indemnify, hold harmless and defend, one another, including each other's respective agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the service(s) to be performed, including costs, reasonable attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof.

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that their entering into this Agreement shall constitute good and valuable consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in Section 768.28, Florida Statutes.

ARTICLE 7 INDEPENDENT CONTRACTOR

The CITY and the CRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement.

ARTICLE 8 ASSIGNMENT

This Agreement, or any interest therein is not assignable and both the CITY and CRA agree not to assign, transfer, merge or otherwise convey any of their respective interest, right, or obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the other party

ARTICLE 9 AMENDMENTS

Both parties agree that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by both parties.

**ARTICLE 10
NOTICE**

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

For CRA:

Executive Director
Pompano Beach CRA
P.O. Box Drawer 1300
Pompano Beach, FL 33061

For CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

CRA Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

City Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

**ARTICLE 11
BINDING AUTHORITY**

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

**ARTICLE 12
SEVERABILITY**

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

**ARTICLE 13
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

**ARTICLE 14
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**ARTICLE 15
INTERPRETATION**

This Agreement shall be interpreted as drafted by both parties hereto equally.

**ARTICLE 16
FILING AND EFFECTIVE DATE**

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It will become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year written first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

_____ BY: _____
Lamar Fisher, Mayor

_____ BY: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

Approved as to Form:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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 _____, 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

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

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

GBL/jrm
6/25/15
l:agr/cra/2015-1147

City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

From: **Burkhardt Construction, Inc.**
 Attn: Marc Kleisley, Vice President of Operations
 1400 Alabama Ave., #20
 West Palm Beach, FL 33401
 Ph: (561) 659-1400
 Fax: (561) 659-1402

Owner: **City of Pompano Beach**
 Attn: Mr. Horacio Danovich
 100 W. Atlantic Blvd., Suite 276
 Pompano Beach, FL 33060
 TEL: (954) 786-7834
 FAX: (954) 789-7836

Architect: **Cartaya & Associates Architects, P.A.**
 Attn: Mr. Michael Docurro
 2400 E. Commercial Blvd., Suite 415
 Fort Lauderdale, FL 33308
 TEL: (954) 771-2724
 FAX: (954) 776-4280

Project: **Light Pole Replacement, City of Pompano Beach**
 Atlantic Blvd. / US 1 to Intracoastal Bridge

Plans: 100% Permit Plans (No. 2014-C-491-0010) and Bid Documents
 Complete Plan Log attached

Location: East Atlantic Blvd. / US 1 to Intracoastal Bridge

Date: June 4, 2015

Direct Construction Costs	\$ 260,984.50
General Conditions	\$ 25,122.05
Construction Phase Management Fee	\$ 10,305.40
Profit	\$ 21,500.00
Contingency	\$ 10,000.00
Direct Owner Purchase Material Tax Savings	\$ (7,223.10)
Total Guaranteed Maximum Price (G.M.P.)	\$ 320,688.85



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

GENERAL CONDITIONS

From: Burkhardt Construction, Inc.
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave., #20
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Pompano Beach
Attn: Mr. Horacio Danovich
100 W. Atlantic Blvd., Suite 276
Pompano Beach, FL 33060
TEL: (954) 786-7834
FAX: (954) 789-7836

Architect: Cartaya & Associates Architects, P.A.
Attn: Mr. Michael Docurro
2400 E. Commercial Blvd., Suite 415
Fort Lauderdale, FL 33308
TEL: (954) 771-2724
FAX: (954) 776-4280

Project: Light Pole Replacement, City of Pompano Beach
Atlantic Blvd. / US 1 to Intracoastal Bridge

Plans: 100% Permit Plans (No. 2014-C-491-0010) and Bid Documents
Complete Plan Log attached

Location: East Atlantic Blvd. / US 1 to Intracoastal Bridge

Proposal Date: June 4, 2015

Table with 2 columns: Item Description, Amount

BASED ON A 2 MONTH DURATION

Table with 6 columns: Item Description, Unit, Rate, Multiplier, Duration, Amount. Rows include MOBILIZATION (move-in, move-out), TRANSPORT, EQUIPMENT, and SUBCONTRACTOR MOBILIZATION(S).



PROJECT FIELD OFFICE						\$13,270.00
OFFICE	\$1,000.00 /	mo.	x	2		\$2,000.00
YARD	\$1,000.00 /	mo.	x	2		\$2,000.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	2		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	2		\$400.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	2		\$1,000.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	2		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	2		\$0.00
COMPUTERS	\$300.00 /	mo.	x	2		\$600.00
PROCORE MANAGEMENT SOFTWARE	\$500.00 /	mo.	x	2		\$1,000.00
SUBMITTAL SOFTWARE	\$4,000.00 /	ls	x	0		\$0.00
COPY MACHINE	\$350.00 /	mo.	x	2		\$0.00
FAX MACHINE	\$100.00 /	mo.	x	2		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	2		\$0.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	2		\$1,000.00
TELEPHONE	\$150.00 /	mo.	x	2		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	2		\$200.00
POSTAGE	\$50.00 /	mo.	x	2		\$100.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	2		\$220.00
JOB PHOTOS	\$50.00 /	wk	x	2		\$100.00
PRE-CONSTRUCTION VIDEO	\$1,500.00 /	ls	x	1		\$1,500.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	2		\$400.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	2		\$100.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	2		\$100.00
WATER SERVICE	\$35.00 /	mo.	x	2		\$0.00
SANITARY SERVICE	\$50.00 /	mo.	x	2		\$0.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	2		\$0.00
GARBAGE SERVICE	\$25.00 /	mo.	x	2		\$0.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	2		\$1,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	2		\$1,000.00
ICE	\$275.00 /	mo.	x	2		\$550.00
BONDS						\$4,008.75
GENERAL BOND	\$320,700.00		x	1.25%		\$4,008.75
SUBCONTRACTORS BONDS						
PARTNERING INITIATIVES						\$0.00
NOTICES, LETTERS, INFORMATION MEETINGS						NOT INCLUDED
INSURANCE						\$6,093.30
GENERAL INSURANCE	\$320,700.00		x	1.90%		\$6,093.30
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Idemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSURED	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS
SANITARY SERVICES						\$250.00
JOB TOILET (1ea.)	\$125.00 /	mo.	x	2		\$250.00
TESTING COSTS						\$0.00
DENSITIES						
PRESSURE						
PROCTORS						
BACTERIOLOGICAL						



CONCRETE CYLINDERS
 ENGINEERING & REPORTING
 TYPING OF INSTALLED LINES

FEES							\$0.00
	COPB BUILDING DEPT. PERMIT/REVISION			x	2.00%		NOT INCLUDED
	PERMIT SUBMISSION AND EXPEDITING						\$0.00
	FDOT GENERAL USE PERMITS						NO FEE ANTICIPATED
SURVEYING							\$1,500.00
	LAYOUT & ASBUILTS	AVIROM	\$1,500.00	LS	x	1.00	\$1,500.00
	ALLOWANCE FOR RESTAKING & DRAFTING		\$0.00 /	LS	x	1	\$0.00
SMALL HAND TOOLS/EQUIPMENT RENTAL							\$0.00
	ALLOWANCE (GENERAL)						\$0.00
	HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS						INCL. IN DIRECT COST
	GENERAL CONDITIONS TOTAL						\$25,122.05



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave., #20
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **City of Pompano Beach**
Attn: Mr. Horacio Danovich
100 W. Atlantic Blvd., Suite 276
Pompano Beach, FL 33060
TEL: (954) 786-7834
FAX: (954) 789-7836

Architect: **Cartaya & Associates Architects, P.A.**
Attn: Mr. Michael Docurro
2400 E. Commercial Blvd., Suite 415
Fort Lauderdale, FL 33308
TEL: (954) 771-2724
FAX: (954) 776-4280

Project: **Light Pole Replacement, City of Pompano Beach**
Atlantic Blvd. / US 1 to Intracoastal Bridge

Plans: 100% Permit Plans (No. 2014-C-491-0010) and Bid Documents
Complete Plan Log attached

Location: East Atlantic Blvd. / US 1 to Intracoastal Bridge

Proposal Date: June 4, 2015



Item Description	Quantity	(Hrs./Week)	Wks.	Rate/Hr.	Amount
Project Principal	0	Hrs./Wk.	8.66	\$ 150.00	\$ -
Senior Project Manager	0	Hrs./Wk.	8.66	\$ 150.00	\$ -
Project Manager	5	Hrs./Wk.	8.66	\$ 120.00	\$ 5,196.00
Assistant Project Manager	0	Hrs./Wk.	8.66	\$ 75.00	\$ -
Construction Field Manager	5	Hrs./Wk.	8.66	\$ 100.00	\$ 4,330.00
Merchant/Resident Liaison	0	Hrs./Wk.	8.66	\$ 75.00	\$ -
Project Accountant	1	Hrs./Wk.	8.66	\$ 90.00	\$ 779.40
Administrative Assistant	0	Hrs./Wk.	8.66	\$ 50.00	\$ -
Field Office Clerk	0	Hrs./Wk.	8.66	\$ 45.00	\$ -
Total Construction Phase Management Fee					\$ 10,305.40



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

June 4, 2015

Exceptions & Clarifications

- 1) Scope of work and quantities are based on East Atlantic Blvd. Street Lighting plan sheets dated 4/17/14. Complete plan log attached.
- 2) GMP is based on this project being a stand alone construction timeline with no other projects overlapping.
- 3) GMP includes all sales tax on materials. Should the owner decide to direct Owner purchase certain materials, the sales tax savings will revert to the owner.
- 4) GMP includes a 4% Owner contingency.
- 5) GMP does not include costs for removal/remediation of any cement asbestos pipe.
- 6) GMP is based on a 2 month construction duration.
- 7) GMP does not include any permit fees, capital improvement fees, connection fees, or impact fees.
- 8) GMP does not include any temporary lighting.
- 9) The design plans do not include a subsurface soils report. The GMP does not include removal or replacement of any unsuitable subsoils.
- 10) GMP is based on assumption that a lane will be closed to vehicular traffic during construction. Daily access to residences and businesses will be provided.
- 11) GMP does not include premium time/overtime work hours.
- 12) GMP does not include additional insurance premium for naming individual property owners as "additional insured."
- 13) GMP is based on the assumption that all permits required to perform the work are issued prior to commencement of the project. In addition, all Construction easements shall be executed prior to commencement of the project.
- 14) Cleaning of existing storm drainage lines is not included in the GMP.
- 15) The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.

City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

June 4, 2015

Exceptions & Clarifications

- 16) Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.

- 17) GMP does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

- 18) GMP does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)

- 19) The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, TECO and/or their subcontractors.

- 20) GMP does not include an annual maintenance agreement.



City of Pompano Beach

East Atlantic Blvd. Street Lighting

G.M.P. Based on 100% Permit & Bid Submittal Documents

PLAN LOG

	TITLE	DESCRIPTION	DWG DATE	REVISION DATE	RCVD DATE	REMARKS
1		COVER SHEET	4/17/14	11/19/2014	02/25/15	
2	E-1	ELECTRICAL SITE PLAN	7/9/14	9/18/2014	02/25/15	
3	E-2	POLE DETAILS	7/9/14	9/18/2014	02/25/15	
4	E-3	ELECTRICAL DETAILS, SPECS AND NOTES	7/9/14	9/18/2014	02/25/15	
5	E-4	PHOTOMETRIC SITE PLAN - PROPOSED CONDITION	7/9/14	10/22/2014	02/25/15	
6	E-5	PHOTOMETRIC SITE PLAN - EXISTING CONDITION	7/9/14		02/25/15	
7	S1.1	STRUCTURAL NOTES AND FOUNDATION DETAIL	4/17/14	2/6/2015	02/25/15	



C. R. Dunn, Inc.
Electrical Construction
1202 Pope Lane / Lake Worth, Fl. 33460
(561) 585 2155 / fax (561) 585 1233
EC 0001097

PROPOSAL

To: Burkhardt Construction
Attn: Brandon Rhodes

Date: 3/11/15

Project: Atlantic Blvd. Light Pole Replacement

We submit the following proposal to you on a confidential basis, the information in this proposal is not to be shared with any other person without our written permission. Proposal pertains to the following plans and specifications.

The following prices includes furnishing and installing poles, arms, fixtures, pole bases, pole cable distribution, and pull boxes. Also included in these prices are costs for the removal of the existing poles and the removal and reinstallation of the pole mounted electrical service and city antenna enclosure.

Price per Schedule of Values

Excluded from this price are costs permit fees, utility fees, bond premium, MOT (both lane and side walk closures), concrete disposal, spoils disposal, temporary lighting, temporary sidewalk materials, and final restoration.

Notes:

- It is our intent to first remove the existing poles and bases, then install all of the new pole bases and pull boxes, and lastly install and wire the new poles and fixtures.
- Pricing for new composite pull boxes has been included due to the fact that the existing pull boxes are concrete and probably will break during concrete removal.
- A lay down area that is in close proximity to the job site will be required for storage of the poles, pole base, spoils, and customer supplied dumpster.
- Lead time for the poles and fixtures is 8-10 weeks after approval of submittals.

This proposal is to remain confidential. This proposal is accepted by you in any of the following methods: A) Utilizing our prices And or value engineering ideas for any purpose, including but not limited to sharing or shopping our price or ideas with any other Person. B) Requesting us to proceed with any of the work for this project. C) Written acceptance of this proposal including letter of intent to enter into a contract.

Respectfully submitted

By: Malcolm Rogers

CR Dunn, Inc.

1202 Pope Ln. Lake Worth, FL 33460

East Atlantic Blvd Pole Replacement

Base Bid

Item	Description	Quantity	Unit	Cost	Total
1	Pole Removal	15	EA	\$ 869.00	\$ 13,035.00
2	Pole Installation	15	EA	\$ 3,426.85	\$ 51,402.75
3	Pull Boxes	15	EA	\$ 592.00	\$ 8,880.00
4	Pole Mounted Service Point-Remove & Re-Install	1	EA	\$ 994.00	\$ 994.00
5	Pole Mounted Antenna Point-Remove & Re-Install	1	EA	\$ 994.00	\$ 994.00
6	Poles, Arms, Fixtures, and Bases	15	EA	\$ 9,145.25	\$ 137,178.75
				Base Bid Total	\$ 212,484.50

Add Alternates

Item	Description	Quantity	Unit	Cost	Total
1	Concrete Pole and Pole Base Disposal	15	EA	\$ 120.00	\$ 1,800.00
2	Transport Pole to Owners Facilities	15	EA	\$ 120.00	\$ 1,800.00
3					
4					

6/4/15 - POLE/FIXT COST = \$120,385 + TAX
 PLACED THEIR M/U = \$9570.⁶⁵



May 27, 2015

Brandon Rhodes
Burkhardt Construction, Inc.
1400 Alabama Avenue Suite 20
West Palm Beach, Florida 33401

RECEIVED



By brandon at 2:47:17 PM, 5/28/2015

RE: Pompano Light Pole Replacement along Atlantic Blvd.

Dear Brandon:

Davco Electrical Contractors Corp. is pleased to submit the following quotation for electrical work on the above referenced project. Our proposal is based on electrical drawings E-1 through E-5 (5 sheets) and S1.1 dated 9-18-2014, as prepared by Cartaya & Associates Architects.

Scope of Work:

- Provide and installed Decorative Street Lighting Fixtures and Poles
- Switchgear, wiring, pull boxes and control are existing
- Demolition of existing poles, bases, sidewalks. Pole located between 23rd and 24th avenue in front of the Bank America Building will have to be saw cut at the top to be remove as the overhang of the building covers to top of the pole. The pole located between 24th and 25th avenue is located very close to the building. This location need to check very carefully as not to eneroach into the sidewalk to reduce required clearance.
- Engineering for new pole and base
- Our job is based on installing all of the new poles and bases first, connecting the new poles and bases to existing circuiting. Once all of the new poles are connected we would come back and demo all of the existing poles. We are proposing that all of the new poles be installed within 5' of the existing poles. All poles will moved in the same direction which would make little or no change in the photometric.

Qualifications:

- Proposal is offered subject to parties agreeing to mutually acceptable contract terms
- Price is valid for thirty (30) days from this date; this is contingent on commodity market pricing fluctuation
- This proposal shall become part of the contract
- We did conduct a site visit
- All work to be done during normal 40 hour work week during daytime business hours
- Participation / or inclusion of *any* form of minority business enterprise is excluded

In addition to the above, we have also included in our price:

- Tax
- One year warranty
- Excavation and backfill for our work only as required

We have excluded:

- Utility and municipal company fees
- Permit fees
- Bond
- Required MOT for road and sidewalk closing

Page 1 of 2

Commercial • EC673 • Industrial

Boynton Beach: (561) 732-3434 • Boca Raton: (561) 338-6847 • Fax: (561) 732-3414 • www.davcoelectric.com
4885 Park Ridge Blvd. • Boynton Beach, Florida 33426-8316

RE: Pompano Light Pole Replacement along Atlantic Blvd.

RECEIVED



By brandon at 2:47:24 PM, 5/28/2015

- Dumpster for disposal of concrete
- Plant restoration
- Paver brick restoration
- Sidewalk concrete restoration
- Any other required site restoration
- Cost associated with unforeseen subsurface conditions
- Dewatering of ground water conditions
- Code and/or specification upgrades to all existing to remain electrical installations
- Premium time or shift work
- Liquidated damages or costs for delays caused by others

Total price for this project is:	Base	\$ 284,778.00
To keep 9---55' poles and take them to a location in Pompano Add (1 pole has to be cut to removed it from its presence location)		\$ 4,500.00

Davco Electrical Contractors Corp. would like to thank you for the opportunity to quote this project and is looking forward to hearing from you soon. If you have any questions regarding the specifics of this proposal, please contact our office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph C Goater Sr".

Joseph C Goater Sr
Senior Estimator

City of Pompano Beach

East Atlantic Blvd. Street Lighting

DIRECT CONSTRUCTION COSTS

100% Permit Plans (No. 2014-C-491-0010) and Bid Documents

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC										
				\$12,500.00						
MOT PLAN	1	LS							12500	12500
WORK ZONE SIGNS	1	LS								0
BARRICADE TEMP. TYPE I, II, VP & DRUM	1	LS								0
ADVANCE WARNING ARROW PANEL	1	LS								0
CONES	1	LS								0
STEADY BURN &/OR FLASHING LIGHTS	1	LS								0
HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	1	LS								0
VARIABLE MESSAGE BOARD	1	LS								0
POST MOUNTING FOR ADVANCE WARNING SIGNS	1	LS								0
SALES TAX FOR MOT DEVICES	1	LS								0
ORANGE SAFETY FENCE AND POSTS	1	LS								0
MOT / SAFETY DEVICE SET-UP & MAINTENANCE	1	LS								0
TEMPORARY PEDESTRIAN BOARDWALKS	1	LS								0
CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1	LS								0
DEMOLITION/CLEARING & GRUBBING										
				\$14,000.00						
NPDES	1	LS	\$2,500.00	\$ 2,500.00			BCI	2500		2500
CONCRETE SIDEWALK REMOVAL & DISPOSAL	1500	SF	\$2.00	\$ 3,000.00			BCI	3000		3000
SAWCUTTING	1000	LF	\$1.00	\$ 1,000.00			BCI	1000		1000
PRIVATE PROPERTY RESTORATION	1	LS	\$5,000.00	\$ 5,000.00			BCI	5000		5000
ROLL OFF DUMPSTER	5	PUL	\$500.00	\$ 2,500.00					2500	2500
EARTHWORK AND GRADING										
				\$5,700.00						
GRADE / COMPACT FOR SIDEWALK RESTORATION	170	SY	\$5.00	\$ 850.00			BCI	850		850
LOAD / HAUL / DISPOSE OF SURPLUS FILL	55	CY	\$15.45	\$ 850.00					850	850
FINAL DRESSING AND FINISH GRADING	1	LS	\$1,500.00	\$ 1,500.00			BCI	1500		1500
FINAL CONSTRUCTION CLEAN	1	LS	\$2,500.00	\$ 2,500.00			BCI	2500		2500
STREET LIGHTING / ELECTRICAL										
				\$216,784.50						
CITY FURNISHED LIGHTPOLE/FIXTURE/BASE	15	EA	\$8,507.21	\$ 127,608.10				120385	7223.10	127608.1
PULL BOXES	15	EA	\$592.00	\$ 8,880.00			CR DUNN	8880		8880
INSTALL LIGHTPOLE/FIXTURE INCLUDING ALL WIRE, GROUND RODS, FOUNDATIONS (IF REQUIRED), BULBS, GFI RECEPTACLES, ANCHOR BOLTS, HANDHOLES, AND WIRE FOR A COMPLETE WORKING SYSTEM	15	EA	\$4,064.89	\$ 60,973.40			CR DUNN	60973.4		60973.4
POLE REMOVAL/DISPOSAL OR DELIVERY	15	EA	\$989.00	\$ 14,835.00			CR DUNN	14835		14835
SIGNED / SEALED WIND LOAD CALCULATIONS	1	LS	\$2,500.00	\$ 2,500.00			CR DUNN	2500		2500
REMOVE / RE-INSTALL POLE MOUNTED SERVICE POINT COMPLETE	1	EA	\$994.00	\$ 994.00			CR DUNN	994		994
REMOVE / RE-INSTALL POLE MOUNTED ANTENNA POINT COMPLETE	1	EA	\$994.00	\$ 994.00			CR DUNN	994		994
CONCRETE CONSTRUCTION										
				\$7,500.00						
CONCRETE SIDEWALK RESTORATION	1500	SF	\$5.00	\$ 7,500.00			BCI	7500		7500
BRICK PAVERS										
				\$4,500.00						
PAVER RESTORATION	750	SF	\$6.00	\$ 4,500.00			BCI	4500		4500

Total Direct Construction Costs

\$260,984.50

0

0

0

237911.4

23073.1

260984.5



LOCATION MAP



US 1 / Federal Hwy

814

Atlantic Boulevard

NE 26 Avenue

Harbor Village

Intracoastal Waterway

Google earth

feet
meters



Google earth

EXHIBIT "A"



Google earth

feet 10
meters

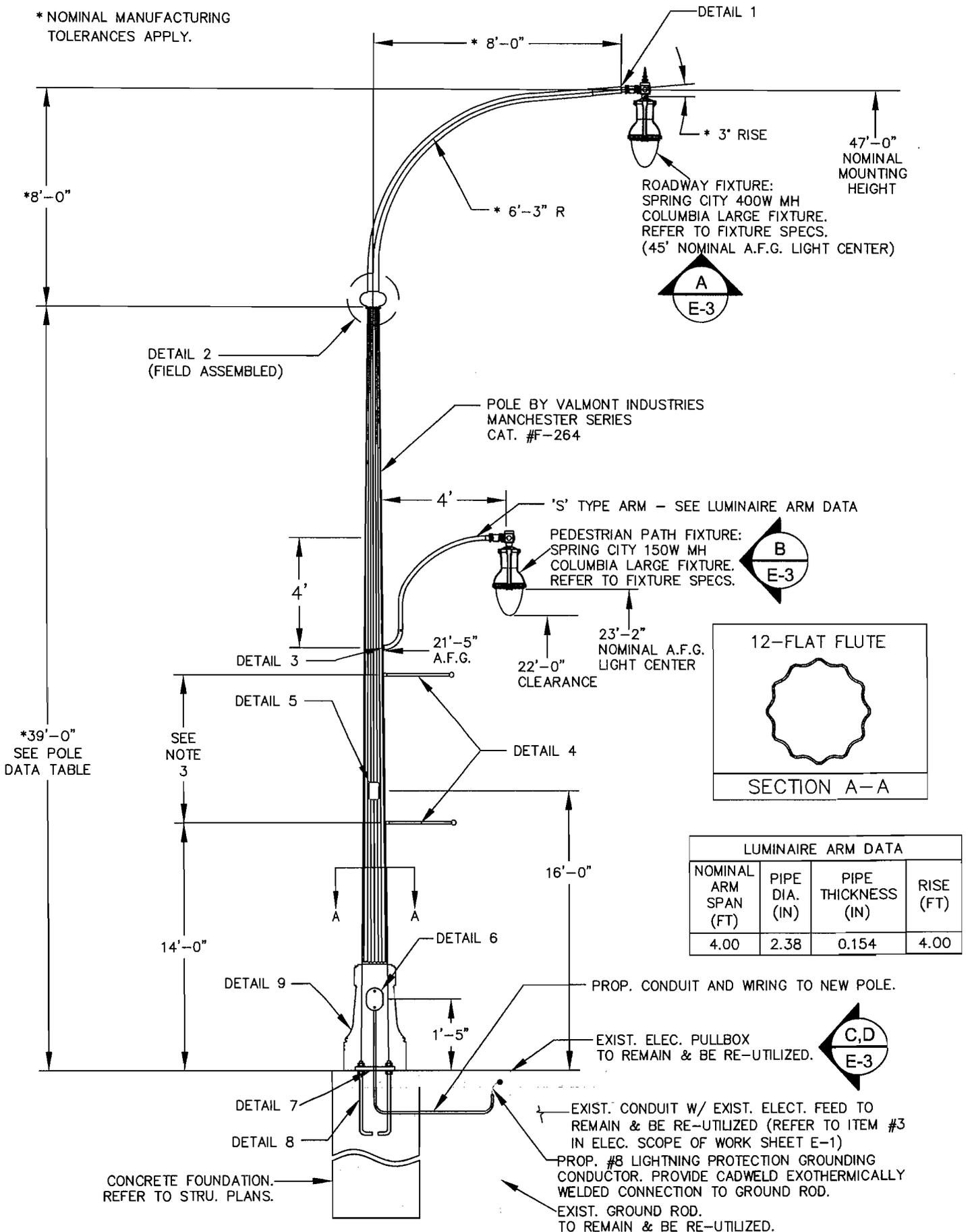
5



Google earth

EXHIBIT "B"

* NOMINAL MANUFACTURING TOLERANCES APPLY.



NOTE: THIS DETAIL IS FOR REPRESENTATION PURPOSES ONLY, ITS SOLE PURPOSE IS TO GIVE A GENERAL OVERVIEW OF HOW THE FINAL PRODUCT WILL APPEAR AFTER MANUFACTURING. DETAIL IS NOT TO SCALE.