

RESOLUTION NO. 2015- 144

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND BRIDGE DESIGN ASSOCIATES, INC. INC. FOR THE POMPANO BEACH PIER REPLACEMENT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an agreement between the City of Pompano Beach and Bridge Design Associates, Inc. for the Pompano Beach Pier Replacement, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of January, 2015.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/18/14
l:reso/2015-145

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 23rd day of January, 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and Bridge Design Associates, Inc. () 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 City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

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

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI [or RFP] No. H46-13 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Brian C. Rheault

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on January 31, 2015 and complete all services by December 31, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit B.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will complete the services specified in Exhibit A during the term of this Agreement set forth in Article 2, above.

B. Price Formula. City agrees to pay Consultant for the services set forth in this Agreement as follows:

~~Payment of a Fixed Fee of \$ _____ per month.~~

[OR]

[Payment of a Lump Sum Fee of \$ 647,576.50.]

[OR]

[Payment of an Hourly Rate of \$_____]

C. The total amount to be paid by the City under this Contract for all services and materials including "out of pocket" expenses (specified in Paragraph E below) and also including any approved subcontracts shall not exceed a total contract amount of Six hundred forty seven thousand five hundred seventy six dollars and 50.100 Dollars (\$ 647,576.50). The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department 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 City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed 0 Dollars (\$ 0) and as provided for in Paragraph C of this Article. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

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 City. 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 City. 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 City 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 City's Representative, in the event of substantial failure by the City 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 City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City'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 City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City 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 City.
- 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 City. 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 City. 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 City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

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 City'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 City with the prior written approval of the City's Representative. The City 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 City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City 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 City, nor is the Consultant authorized to use the City'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 City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

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, 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 City. 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 and be part of the **Florida Insurance Guarantee Association Act**.

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 City. 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 thereunder 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 D.

The City 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 City 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

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services under this contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These

provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

4. The City agrees that to the extent permitted by § 558.0035, Florida Statutes, an individual employee or agent of Consultant may not be held liable for negligence.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

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

ARTICLE 14 – CONFLICT OF INTEREST

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

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

option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its 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 City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 – CONTINGENT FEES

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

ARTICLE 19 – ACCESS AND AUDITS

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

ARTICLE 20 – NONDISCRIMINATION

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

ARTICLE 21 – INTERPRETATION

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

ARTICLE 22 – AUTHORITY TO PRACTICE

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

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of 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 City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

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

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

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

ARTICLE 26 – NOTICE

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

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Brian C. Rheault
Bridge Design Associates, Inc.
1402 Royal Palm Beach Blvd., #200
Royal Palm Beach, Florida 33411

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 City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

Shelly J. Fischer
Shelly R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR
By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
for MARY L. CHAMBERS
CITY CLERK

(SEAL)

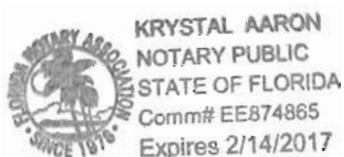
Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of January, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, 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:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

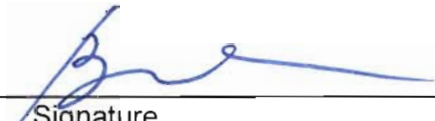
"CONSULTANT"

Witnesses:

Bridge Design Associates, Inc.


Signature

David Mizelle
Name Typed, Printed or Stamped

By: 
Signature

Brian C. Rheault
Name Typed, Printed or Stamped

Title: President

Address: 1402 Royal Palm Beach Blvd., #200


Signature

Christopher LaForte
Name Typed, Printed or Stamped

Royal Palm Beach, Florida 33411

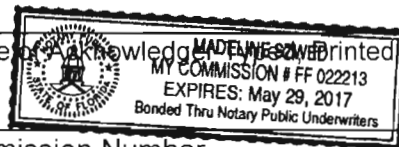
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, 2014 by Brian C. Rheault, as _____ of Bridge Design Associates, Inc., a Florida corporation. He/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 Acknowledged Party Printed or Stamped)



Commission Number

L:\agr\engr\form master contract
(single project)

EXHIBIT "A"

POMPANO BEACH PIER REPLACEMENT

RLI H46-13

I PROJECT DESCRIPTION

Based on our various meetings with the City departments, the CRA and our pre-application meetings with the environmental permit agencies, we understand the City would like to pursue replacing the existing pier with a new pier and observation tower.

The new pier will be 864'-0 long. Near the west end, or entrance to the pier, a 40'-0 tall observation tower has been proposed. The pier walkway will form a circle around the tower and continue east. The pier walking surface will remain approximately 20'-0 wide until the mean high water mark.

Once past the mean high water line, the deck of the pier will be widened to 30'-0 foot to the east end of the pier. In lieu of the current octagon shaped end, the structure will be design to represent the head of a pompano fish, similar to the city logo.

The new pier and tower will be supported by concrete pile foundations with a concrete pile cap. The walking surface / deck will be constructed utilizing concrete beams with wood decking in between, similar to the existing pier.

The railings for the pier will be a combination of wood and aluminum with concrete light bollards at each pile bent.

Amenities on the pier will include two shade structures, electrical outlets for maintenance staff, fresh water hose bibs, a dry fire line for fire safety and (2) fish gutting stations.

The tower will be supported on concrete piles with a concrete base slab.

The observation deck is proposed to be a 40'-0 diameter concrete deck with round concrete support columns with an aluminum staircase. Above the observation deck will be an aluminum canopy.

The railing around the observation deck will be acrylic or aluminum.

Live video feed cameras on observation deck with a kiosk placed at the base of the tower is to provide "equivalent facilitation" as an alternate method to comply with the intent of the Florida Accessibility Code requiring vertical accessibility.

Based on recommendations from various environmental permit agencies, the new pier will be citted in the existing sovereign land lease from the west end to the mean high water line to avoid the taking of the existing turtle habitat. Once west of the mean high water line, the new pier will be widened south and the proposed end terminus will extend south to minimize and mitigate current hard bottom impacts. Mitigation for impacts at the pier head will be required.

All proposed lighting on the pier will meet the requirements for sea turtle friendly lighting.

Environmental education signs will also be required on the pier.

EXHIBIT "B"

II SCOPE OF WORK

The Bridge Design Associates, Inc. team will provide the following engineering, architectural, surveying, and environmental permitting services for the project.

Please note, although all aspects of the proposed pier and tower outlined above have been discussed with the various environmental permitting agencies, obtaining the necessary permits is not guaranteed. Permit agency review times and acceptance cannot be determined until complete construction plans and applications are submitted.

Task 1:

ENVIRONMENTAL PERMITTING SERVICES, BENTHIC IMPACT ASSESSMENT, AND WAVE FORCE ANALYSES.

1. **Pompano Pier Benthic Impact Assessment** A detailed impact assessment of the proposed footprint of the pier will be performed by marine biologists. Based on a preliminary pile layout, the benthic resources that may be impacted by the piles and by the shading of the pier will be identified. This data will be used to support the UMAM analysis to estimate the mitigation requirements. CB&I will conduct an *in situ* benthic assessment within the survey area on the hardbottom habitat based on the aerial delineation. This will use a transect approach and will employ quadrats for quantitative benthic documentation as well as line-intercept for sediment and sediment depth interval measurements. Video will also be conducted along the length of each transport.
2. **FDEP Application** We will apply for a JCP permit application from the Florida Department of Environmental Protection. The application will identify the proposed pier and the proposed pier construction schedule to identify potential impacts.
3. **USACE Application** We will apply for a permit application from the US Army Corps of Engineers. The application will identify the proposed pier and the proposed pier construction schedule to identify potential impacts. The application will include a National Marine Fisheries Service impact assessment form.
4. **Broward County** We will apply for a license from Broward County. The application will identify the proposed pier and the proposed pier construction schedule to identify potential impacts.
5. **FDEP Processing** We will respond to the Florida Department of Environmental Protection requests for additional information and notice to proceed requests based on existing information.
6. **USACE Application** We will respond to the US Army Corps of Engineers and the federal resource agencies request for additional information. These responses exclude developing a draft biological assessment which may be required to expedite the processing. We will coordinate with the USACE to get to public notice as soon as possible. We will follow up with the USACE and the federal resource agencies to encourage a responsible review time.

7. **Broward County** We will respond to Broward County's request for additional information based on existing information.
8. **Extreme Wave Analysis and Forcing** We will perform a site specific wave analysis during hindcasted waves up to a 50 and 100 year return period event. We will estimate wave forces based on schematic pile and pier designs (provided by you). A report of findings will be provided.
9. **State Lease Modification** We will request a modification of the existing lease to support the new pier design. This will include submission of new surveys (by others). We will respond to State comments and assist in the processing and signature of the lease.

Task 2: **MAIN PIER DESIGN**

1. General Meetings and coordination with City, permit agencies and consultants.
2. The fishing pier will be designed to meet applicable sections of the Florida Building Code and Florida Administrative Code. A minimum design criteria for erosion, scour and loads will meet or exceed a 20 year storm event.
3. Wave height and load analysis
4. Wind load analysis for the pier components
5. Railing and deck design
6. Architectural components including railing configuration, canopy and amenities.
7. Electrical, mechanical, fire safety lighting designs for maintenance of the pier, life safety and applicable building and environmental permitting codes.
8. Analysis and component design for "top-down" construction methods.
9. Analysis and cost comparison study to determine appropriate corrosion protection for various components. Considering alternate materials including epoxy, galvanized and cathodic protection and pile jacketing to enhance life span.
10. Technical specifications prepared and formulated to comply with the City's front end documents.
11. Plans including cover and key sheets, plan views, sections, details and notes.
12. Cost estimates of probable costs for the proposed design including a spread sheet summarizing quantities and unit prices.
13. Preparation of computation books summarizing design criteria and analysis for submittal to D.E.P. and the Building Department as required.

Task 3 **OBSERVATION TOWER DESIGN**

1. General meetings and coordination with City permit agencies and consultants.
2. The observation tower will be designed to meet applicable sections of the Florida Building Code and Florida Administrative Code. A minimum design criteria for erosion, scour and loads will meet or exceed a 20 year storm event.
3. Wave height and load analysis
4. Wind load analysis for the tower components.
5. Railing and stair design
6. Architectural components including stairs, railings, canopies, surface finishes, art work and ADA compliance.
7. Electrical, mechanical, fire safety lighting designs for maintenance of the tower, life safety and applicable building and environmental permitting codes.
8. Analysis and cost comparison study to determine appropriate corrosion protection for various components. Considering alternate materials including epoxy, galvanized and cathodic protection and pile jacketing to enhance life span.
9. Technical specifications prepared and formulated to comply with the City's front end documents.
10. Plans including cover and key sheets, plan views, sections, details and notes.
11. Cost estimates of probable costs for the proposed design including a spread sheet summarizing quantities and unit prices
12. Preparation of computation books summarizing design criteria and analysis for submittal to D.E.P. and the Building Department as required

Task 4 **SURVEY SERVICES**

Prepare sketch and legal description of new Sovereign Submerged Land Lease (Per DEP Req) Prepare boundary and bathymetric survey to include:

1. Plot deeds of City owned property and existing Sovereign Submerged Land Lease
2. Locate pier footprint (i.e. top elevation and overall limits)
3. Locate existing building at base of pier.
4. Locate vegetation and dunes
5. Establish MHW, Erosion Control Line, CCCL, SHW Line
6. Establish Geodetic Control Monuments as required by DEP
7. Provide bathymetry past pier location
8. Plot "hard pan" areas as provided by consultant (CBI)
9. All work to be completed in NAVD 88 Datum

III COMPENSATION

Based on the outlined descriptions of the proposed fishing pier and observation tower our fees are as follows:

Task 1 Environmental Permitting Services			\$107,500.00
Task 2 Main Pier Design			
Bridge Design Associates, Inc. (structural)	\$329,716.50		
ArchitectureGreen LLC	\$ 40,000.00		
EGD (Electrical / Mechanical)	<u>\$ 16,000.00</u>	\$385,716.50	
Task 3 Observation Tower Design			
ArchitectureGreen LLC	\$60,000.00		
Bridge Design Associates, Inc. (structural)	\$68,500.00		
RGD (Electrical / Mechanical)	<u>\$ 6,500.00</u>	\$135,000.00	
Task 4 Survey Services			\$ 19,360.00
	TOTAL		\$647,576.50

DELIVERABLES

Progress Submittals at 50% and 90% / 10 sets 11x17 & electronic pdf format

Biddable plans and specifications

 10 sets 11x17 signed & sealed

 10 sets 24x36 signed & sealed

 Electronic pdf and DWG format

S:\2013-Jobs\13-599 Pompano Beach Fishing Pier\01 Admin\Proposals\New Agreement 2014\contract 11-19-14 with slides 12-01-14.docx

EXHIBIT "C"

PROJECT SCHEDULE

January 31, 2015	Notice to Proceed
February 27, 2015	Drawings 50% complete Permit applications to FDEP / ACOE and Broward County prepared for city review
March 15, 2015	City of Pompano Review Complete Permit Applications Submitted
May 9, 2015	Design drawings 90% complete DEP application submittal requirements (drawings, structural analysis) complete. Survey completed Geotechnical investigation complete.
September 15, 2015	DEP / Broward County permit process completed. Plans & specifications, cost estimate complete. ACOE permit processing. Project ready for bidding
October 15, 2015	Project out to Bid ACOE permit processing
December 31, 2015	ACOE permit granted Construction contract awarded

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EXHIBIT "D"

COST ESTIMATES

CONCEPT DRAWING

CERTIFICATES OF INSURANCE

Cost Estimate

Item Description	Unit	Qty	Unit Cost	Ext Cost
1.00 Mobilization	LS	1	\$ 150,000	\$ 150,000
2.00 MOT, Access, Staging, Vibration Monitoring	LS	1	\$ 40,000	\$ 40,000
3.00 Demolition	LS	1	\$ 150,000	\$ 150,000
4.00 Wood Deck	LS	1	\$ 464,040	\$ 464,040
5.00 Beams	LS	1	\$ 1,065,960	\$ 1,065,960
6.00 Pile Caps	LS	1	\$ 1,502,500	\$ 1,502,500
7.00 Piles	LS	1	\$ 1,300,000	\$ 1,300,000
8.00 Railing	LF	1,741	\$ 150	\$ 261,150
9.00 Bollards	EA	75	\$ 1,000	\$ 75,000
10.00 Bollard Lighting	EA	75	\$ 500	\$ 37,500
11.00 Estimated Pier Only Cost Subtotal				\$ 5,046,150
10% Contingency				\$ 504,615
Total Estimated Cost				\$ 5,550,765
12.00 Amenities	LS	1	\$ 75,000	\$ 75,000
Fish Cleaning Stations				
Benches				
Canopies				
13.00 Tower & Foundation	LS	1	\$ 1,350,000	\$ 1,350,000
Artistic Panels				
Coverings				
Canopy				
Railings				
14.00 Projected Total Cost				\$ 6,975,765

SEASONAL HIGH WATER ELEVATION 4.14 FEET NAVD83

MEAN HIGH WATER ELEVATION 0.30 FEET NAVD83

ATLANTIC OCEAN

TS 1

TS 2

TS 3

TS 4

LIMITS OF BEACH DUNE GRASSES

EROSION CONTROL LINE MISC. MAP BOOK 7, PAGE 6, BROWARD

SOVEREIGNTY SUBMERGED LANDS LEASE (ORB 49465, PAGE 159.3)

20'-0" WIDE CONCRETE AND WOOD PIER

30'-0" WIDE CONCRETE AND WOOD PIER

PROPOSED TOWER FOUNDATION

CITY OF POMPAÑO BEACH 1959 DUNE VEGETATION LINE

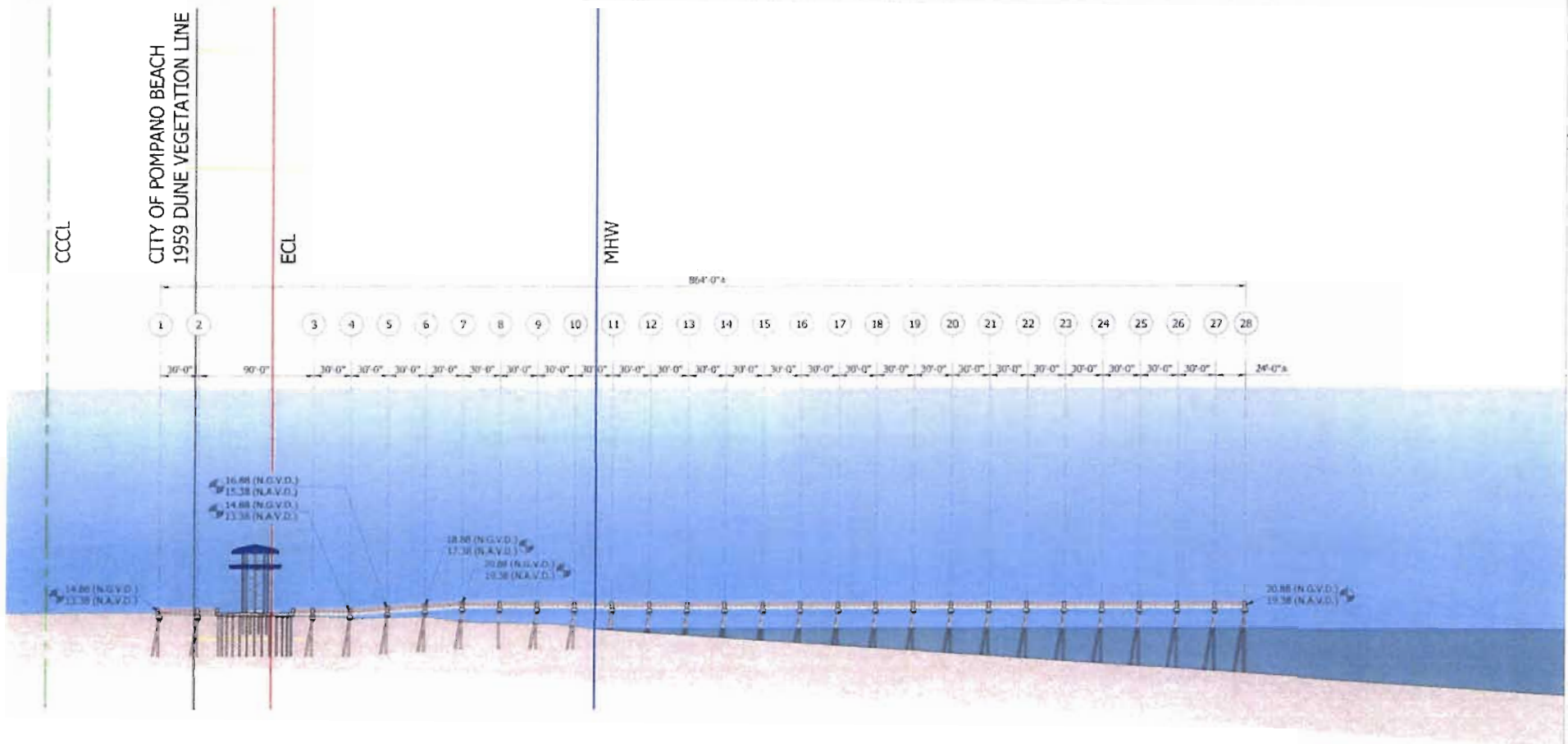
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

PLAN VIEW

pompano beach

Florida's Warmest Welcome

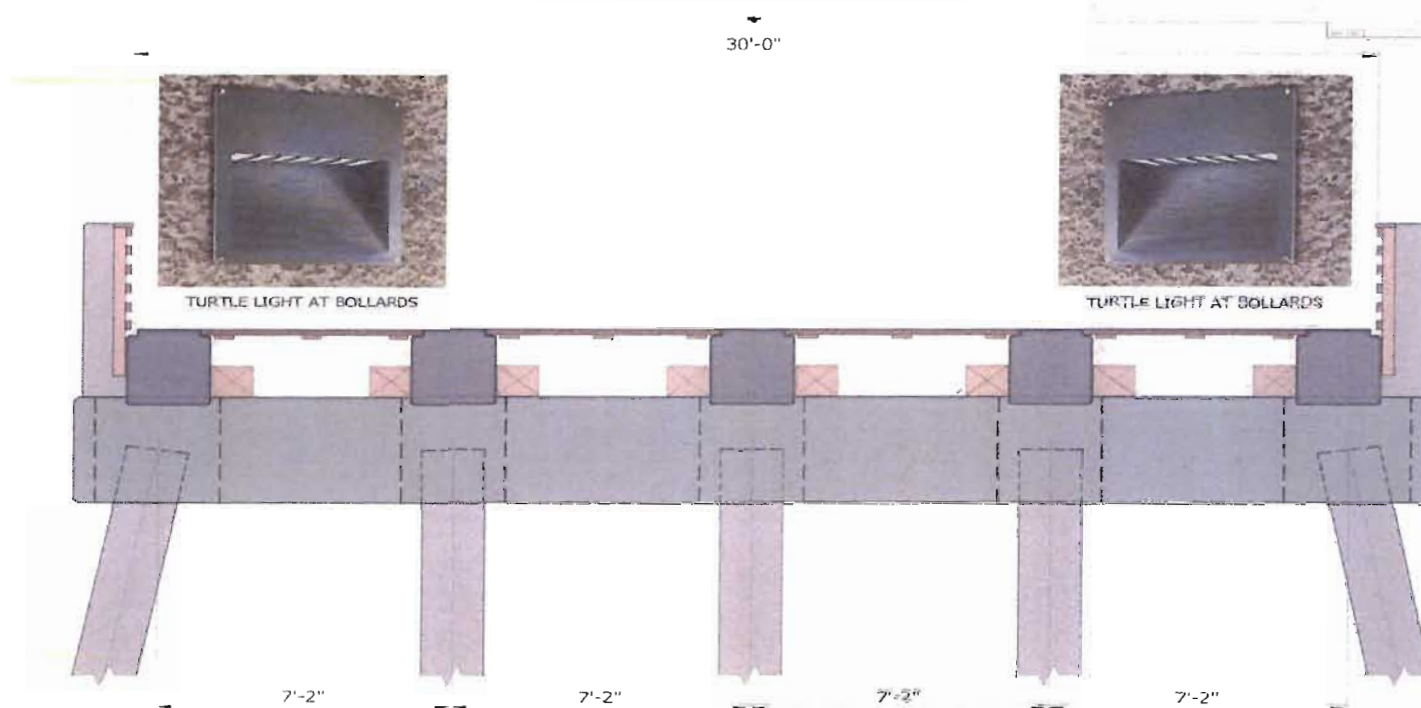
Pier Elevation



ELEVATION VIEW



Pier Cross Section



TYPICAL CROSS SECTION

BRIDGE DESIGN ASSOCIATES, INC.



ARCHITECTURE GREEN LLC





CERTIFICATE OF LIABILITY INSURANCE

OP ID: BH

DATE (MM/DD/YYYY)

04/08/2014

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

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

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley		Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BRIDG-2
INSURED Bridge Design Associates, Inc. 1402 Royal Palm Beach, Bldg 200 Royal Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Insurance Company		22357
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		84SBWPG2904	05/25/2014	05/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	PROFESSIONAL LIAB EXCL					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		84UEGAU0584	05/25/2014	05/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				\$	
	<input type="checkbox"/> NON-OWNED AUTOS				\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	84SBWPG2904	05/25/2014	05/25/2015	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	84WEGBR0658	05/25/2014	05/25/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

When required by written contract: City of Pompano Beach is included in favor of additional insured for above coverages except WC. 30 days notice of cancellation will be given to the certificate holder per policy endorsement.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BRIDDES-01 MCDANIELT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2014

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

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

PRODUCER Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Carolyn Fowler		
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No): (561) 776-0670	
	E-MAIL ADDRESS: Carolyn.Fowler@ioausa.com		
INSURED Bridge Design Associates, Inc 1402 Royal Palm Beach Blvd Royal Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Catlin Insurance Company (UK) Ltd		NA
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

A Professional Liab **AED6920171115** **11/27/2014** **11/27/2015** **Occ \$1,000,000/ Agg** **2,000,000**

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

This policy covers the professional services of the Named Insured for all projects & the limits of liability shown shall not be construed to be applied to a particular project.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 1201 NE 5th Avenue Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>C. Ray Dorsey III</i>

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