

RESOLUTION NO. 2017-_____

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 REINSTATEMENT AND FIRST AMENDMENT TO THE PROFESSIONAL CONSULTANT DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BRIDGE DESIGN ASSOCIATES, INC. N/K/A BDA, 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 a Reinstatement and First Amendment to the Professional Consultant Design Services Agreement between the City of Pompano Beach and Bridge Design Associates, Inc. n/k/a BDA, Inc. for the Pompano Beach Pier Replacement, a copy of which Amendment 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 Reinstatement and Amendment between the City of Pompano Beach and Bridge Design Associates, Inc. n/k/a BDA, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 20__.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CLS/jrm
12/1/16
l:reso/2017-24

**REINSTATEMENT AND
FIRST AMENDMENT**

**THIS IS A REINSTATEMENT AND FIRST AMENDMENT TO THE
AGREEMENT** dated the _____ day of _____, 2016, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

BRIDGE DESIGN ASSOCIATES, INC. n/k/a BDA, INC., a Florida corporation, having its office and place of business at 1402 Royal Palm Beach Blvd., Building 200, Royal Palm Beach, Florida 33411, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties entered into a Contract for Consulting/Professional-Design Services for the Pompano Beach Pier Replacement on January 23, 2015, ("Original Agreement"), and approved by City Resolution No. 2015-144; and

WHEREAS, the Original Agreement was for a time period as provided for in the Contract Schedule, with services commencing on January 31, 2015 and continuing through December 31, 2015; and

WHEREAS, the period of time for completion of services as provided for in the Contract Schedule, has lapsed not due to any fault of CONSULTANT but rather due to excusable delays considered not to be the fault of the Consultant, which were beyond its control due to permit approval delays from the authorized state and county agencies; and

WHEREAS, pursuant to Article 15, "Excusable Delays," of the Original Agreement, the parties desire to reinstate and to amend the Contract Schedule and term of the Original Agreement for an additional one year time period due to the permit approval delays caused by the authorized state and county agencies considered beyond the control of CONSULTANT.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and CONSULTANT, dated January 23, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to reinstate and amend the Contract Schedule and any affected provisions or terms of the Original Agreement for one (1) additional one-year period, ending December 31, 2016.

4. Article 17 – Disclosure and Ownership of Documents of the Original Agreement is hereby amended as follows:

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).~~

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

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.

5. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the reinstatement, extension and amendment hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the reinstatement and extension had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

Witnesses:

**BRIDGE DESIGN ASSOCIATES, INC.
n/k/a BDA, INC., a Florida corporation**

Kim E. Droggos
KIM E. DROGGOS

By: [Signature]
BRIAN C. RHEULT, PRESIDENT

Print Name

[Signature]
LATHANAH KISHOLE
Print Name

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of DECEMBER, 2016, by BRIAN C. RHEULT as President of BRIDGE DESIGN ASSOCIATES, INC. n/k/a BDA, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Kim E. Droggos
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledged Party Printed or Stamped)
KIM E. DROGGOS
MY COMMISSION EXPIRES: MARCH 2, 2016
Bonded Thru Notary Public Underwriters

Commission Number

fjm
12/1/16
L:agr/cip/2017-64