

Meeting Date: November 10, 2009

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION APPROVING AND AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 40 WITH KEITH AND ASSOCIATES, INC. IN THE AMOUNT OF \$28,430.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR GOLF COURSE DECORATIVE FENCING.

Summary of Purpose and Why:

This project consists of the design and construction of decorative fencing along the east boundary of the municipal golf course starting from the access road to Galuppi's restaurant, 0.23 miles north of NE 10th Street, and extending northward for approximately 2,600 linear feet to the Re-use Water Treatment Plant. The fencing will be aluminum picket fencing with decorative concrete columns at appropriate intervals along Federal Highway. This work authorization provides for survey and design services.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Helen Gray, PE, City Eng. Clayton Young Ext. 4738 /4029
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Funds will be available in 482-7371-530.65-03 with the CIP amendment

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---------------------------|----------------|-----------------------------|---|
| City Engineer | <u>11/2/09</u> | <u>APPROVE</u> | <u>Helen Gray</u> |
| Finance | <u>11/3/09</u> | <u>APPROVE</u> | <u>Clayton Young</u> |
| Budget | <u>11/2/09</u> | <u>APPROVE</u> | <u>[Signature]</u> |

- Advisory Board
- Development Services Director
- City Manager, Interim

[Signature]

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|-------------------|-------------------|----------------|----------------|
| 1st Reading _____ | 1st Reading _____ | Results: _____ | Results: _____ |
| 2nd Reading _____ | _____ | _____ | _____ |

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 WORK AUTHORIZATION NO. 40, IN THE AMOUNT OF \$28,430.00, PURSUANT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND KEITH AND ASSOCIATES, INC. FOR TOPOGRAPHIC SURVEY SERVICES ASSOCIATED WITH FENCING ALONG THE GOLF COURSE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a work authorization pursuant to the Agreement for Professional Services between the City of Pompano Beach and Keith and Associates, Inc. for topographic survey services associated with fencing along the golf course, a copy of which work authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said work authorization between the City of Pompano Beach and Keith and Associates, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2009.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

**WORK AUTHORIZATION PURSUANT TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN
THE CITY OF POMPANO BEACH
AND KEITH & ASSOCIATES, INC.**

DATE: October 8, 2009

WORK AUTHORIZATION NO. # 40

PROJECT NO. 07020.40 (K&A)

TITLE: Fencing along Golf Course

SCOPE OF SERVICES

PHASE I –Data Collection

Task 001 Topographic Survey:

CONSULTANT shall prepare a Topographic Survey of a 75-foot strip adjacent to and on the west side of U.S. 1 (State Road No. 5) from the Access Road 0.23 miles north of N.E.10th Street north to the south side of the existing water treatment plant. Topographic features collected will include all above ground improvements including trees and shrubs within the survey corridor from the face (pavement side) of the sidewalk along U.S. 1 extending 75-feet west into the golf course. Elevations will be obtained on a 50-foot grid including obvious high and low sections. Vertical Datum will be tied to National Vertical Datum of 1929 (NGVD 1929) as established using Broward County Engineering Department benchmarks. Horizontal datum will be tied to NAD 1983/NRS 2007 (North American Datum of 1983 with the National Spatial Reference System of 2007 applied). The Topographic Survey shall conform to the Minimum Technical Requirements as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

The Lump Sum Fee for this task shall be..... \$7,500.00

Task 002 Title Report (Sub-consultant –Paramount Title):

The **Sub-consultant** (Paramount Title) shall supply an Ownership and Easement report covering the above referenced 100-foot strip excluding the U.S. 1 right-of-way.

The Lump Sum Fee for this task shall be.....\$500.00

**TASK 003 Existing Utility Data Collection /Horizontal Designation Services
(Sub-consultant –EDM):**

Consultant/Sub-consultant shall contact all utility providers in the area of the site and obtain available record as-builts and plans of existing utilities. The **sub-consultant** shall perform horizontal designation services using standard electromagnetic techniques and ground penetrating radar (GPR) if required.

The Lump Sum Fee for this task shall be.....\$1,100.00

Task 004 Vacuum Excavations (Sub-Consultant(if required))

Consultant shall select the proposed test hole locations (if required) and provide **Sub-consultant** plans depicting the existing utilities and the proposed test hole locations. **Sub-consultant** shall notify the Sunshine State One-Call system in accordance with State law and perform vacuum excavations. **Sub-consultant** shall coordinate all fieldwork with the **Consultant** and provide documentation as to the vertical depths to be added to the survey document. It is estimated that Three (3) test holes may be needed.

Vacuum Excavation Test Hole \$ 290.00 each Fee –Total fee (3).....\$870.00

PHASE II–Design Phase / Final Construction Documents

TASK 005 Construction Plans and Specifications

1. **Consultant** shall attend a kickoff meeting with **City** staff and project team members to review project requirements, goals, deliverables and milestone dates. A project implementation schedule indicating all critical design, permitting and construction milestones shall be prepared in advance of the kickoff meeting.
2. **Consultant** shall attend a kickoff meeting with **City** staff and project team members to review project requirements, goals, deliverables and milestone dates. A project implementation schedule indicating all critical design, permitting and construction milestones shall be prepared in advance of the kickoff meeting
3. **Consultant** shall field review (walk) the proposed fence line corridors with the objective of identifying and documenting features that may affect decisions on the placement of the proposed fence line including noteworthy conditions to be considered during construction.

4. Based on the topographic survey, utility markings and all information collected, a conceptual alignment shall be prepared to graphically present the recommended alignment. The conceptual plan shall be submitted to the **City**
5. **Consultant** shall coordinate and obtain existing utility records for **City** and non-**City** owned utilities within the project limits. Coordinate field location of utilities by the appropriate utility authority.
6. **Consultant** shall prepare 90% construction plans and technical specifications and an engineer's opinion of probable construction cost and submit two (2) plan sets with specifications to the **City** for review.
7. Upon receipt of the reviewed 90% plans by City staff, The **Consultant** shall finalized plans to 100% Construction plans within 30 calendar days of written request of additions and/or corrections to the Construction plans.

The Lump Sum Fee for this task shall be.....\$9,860.00

TASK 006 Engineering Permitting

It is not anticipated that County or State permits will be required for the construction of the decorative fence; however, should a permit exemption through the County be required the **Consultant** shall prepare and submit a request through the County.

It is anticipated that the Contractor will be responsible for submitting shop drawings including signed and sealed wind load calculations for the decorative fence and apply for the Construction permit through the City of Pompano Beach.

TASK 007 Bid Assistance

It is not anticipated that the **City** will require assistance with bidding this project, however, should bid assistance be requested the **Consultant** shall provide professional services on a time and material basis in accordance with our professional fee schedule.

PHASE III– Construction Administration

TASK 008 Construction Engineering and Inspections

The **Consultant** shall provide construction observation services in order to ensure the integrity of the design intent, and certify to the **City** and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

1. Shop Drawings: The **Consultant** shall review shop drawings, samples and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and

compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. Also determine the acceptability, subject to **City** approval, of substitute materials and equipment proposed by contractors.

2. Periodic Site Visits and Construction Observation: The **Consultant** shall visit the Project at intervals appropriate to the various stages of construction, as the **Consultant** deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. The **Consultant** shall coordinate and attend one (1) Pre-construction Meetings. This task includes construction observation services for an anticipated construction period of one (1) month. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached).
3. Issue Clarifications: **Consultant** shall Issue all instructions of the City to contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the City and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. **Consultant** shall render all interpretations or decisions in good faith and in accordance with the requirements of the contract documents.
4. As-builts Review: **Consultant** will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. The **Consultant** will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance to the comments.
5. Final Inspections – **Consultant** shall participate, with the City's representative, in a Pre-Final Inspection for the purpose of determining if the project is substantially complete, and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the **City**, participate in a final inspection together with **City** and contractor representatives to assure that all "Punch List" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.
6. Final Certification: **Consultant** will prepare the final certification and process record drawings for the design from the survey information to be supplied by the contractor or by other means agreed to by both **Consultant** and **City** and certified to the appropriate agencies. Partial Certifications are included in the agreement as an Optional Task.

The Lump Sum Fee for this task shall be.....\$8,600.00

Schedule

Subsequent to the execution of this Agreement, the Consultant shall commence work on the project. We anticipate completing the services and tasks included Phase I and Phase II in this agreement within Three to Four months from the fully executed Agreement.

City's Responsibility

The **City** shall assist **Consultant** with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for **Consultant** to enter upon public lands as required at no additional cost to perform surveys, observations, or other necessary services under this Agreement.
- C. Make available to **Consultant** all of its existing information which may in any way be pertinent to the project.

Additional Services

Consultant shall not perform any additional services without the written consent of the **City**. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the **City** as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

Compensation

Consultant shall invoice the **City** for services rendered under this Agreement on a lump sum basis and in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Keith & Associates, Inc., dated February 24th 2009 and approved by City Resolution #2009-115.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
Phyliss Korab
INTERIM CITY MNGR

Attest:

(SEAL)

MARY L. CHAMBERS
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

_____, 2008 by **LAMAR FISHER**, as Mayor of the City of
Pompano Beach, a municipal corporation, on behalf of the municipal corporation and
who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(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 _____, 2008 by **PHYLLIS KORAB**, as interim City Manager of the City
of Pompano Beach, a municipal corporation, on behalf of the municipal corporation and
who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(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 _____, 2008 by **MARY L. CHAMBERS**, as City Clerk of Pompano
Beach, a municipal corporation, on behalf of the municipal corporation and who is
personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Witnesses:

[Signature]

[Signature]

KEITH & ASSOCIATES, INC.

By: [Signature]

Dodie Keith,
President
301 East Atlantic Blvd.
Pompano Beach, FL 33060

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day
of _____, 2008 by Dodie Keith as President of Keith & Associates,
Inc., a Florida corporation, on behalf of the corporation and who is personally known to
me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number