

Meeting Date: 1-10-12

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE OR MOTION: APPROVAL OF A RESOLUTION, WAIVING FORMAL COMPETITIVE BIDS TO EXPEDITE INSTALLATION OF THE REQUIRED UPGRADED AESTHETIC ENHANCEMENT IMPROVEMENTS TO THE NE 27<sup>th</sup> TERRACE BRIDGE AND REDUCE COSTS FOR A PROJECT TO INSTALL SAID ENHANCEMENTS, AND ALL RELATED ARCHITECTURAL, CIVIL & STRUCTURAL DESIGN TASKS; AWARDING THE CONTRACT VALUED AT \$176,047.00 TO CONE & GRAHAM INC.; APPROVING & AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT BETWEEN THE CITY & CONE & GRAHAM, INC.; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The original project referenced here in, consists of the demolition and full replacement of the NE 27<sup>th</sup> Terrace bridge along with providing aesthetic enhancements, designed to reflect the theme of the neighborhood.

These enhancements are over and above that which was presented and accepted in Cone & Graham's response to RFP H-31 -10 and approved under previous commission action dated 2/8/11.

The Design/ Build team headed by the Contractor CONE & GRAHAM, Inc has agreed to perform this work as outlined in the attached Construction Contract inclusive of Exhibits 'A' through 'D' for a total price of \$176,047.00 and will require a total time extension of 60 days.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Rob McCaughan, PW. Dir., Clayton Young Ext. 4097/4029
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: Funding will be available in CIP #05-883, project account 301-7279-530.65-12

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>12-2-11</u>	<u>Approved</u>	<u>[Signature]</u>
Public Works	<u>12/2/11</u>	<u>APPROVED</u>	<u>[Signature]</u>
Finance	<u>12/5/11</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>12/2/11</u>		
City Attorney	<u>11/29/11</u>	<u>APPROVED</u>	<u>CA MEMO # 2011- 2012-245</u>

Advisory Board  
 Development Services Director  
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



**City Attorney's Communication #2012-245**

November 29, 2011

**TO:** Clayton O. Young, Civil Engineer II

**FROM:** Gordon B. Linn, City Attorney

**RE:** Construction Contract – Cone & Graham, Inc.  
NE 27<sup>th</sup> Terrace Bridge Replacement

Pursuant to your memorandum dated October 26, 2011, received in our office on November 28, 2011, Engineering Department Memorandum No. 12-007, I have prepared and attach the following form of Resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FORMAL COMPETITIVE BIDS TO EXPEDITE INSTALLATION OF THE REQUIRED UPGRADED AESTHETIC ENHANCEMENT IMPROVEMENTS AND REDUCE COSTS FOR A PROJECT TO INSTALL THE UPGRADED AESTHETIC ENHANCEMENT TREATMENT AND ALL RELATED ARCHITECTURAL, CIVIL AND STRUCTURAL DESIGN TASKS; AWARDING THE CONTRACT TO CONE & GRAHAM, INC.; APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CONE & GRAHAM, INC.; PROVIDING AN EFFECTIVE DATE.**

*Prior to presenting the agreement to the City Commission, documentation is required indicating that the "East Coast Division Manager," has the authority to sign the agreement on behalf of the corporation.*

GORDON B. LINN

/jrm  
l:cor/engr/2012-245

Attachment

RESOLUTION NO. 2012-\_\_\_\_\_

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FORMAL COMPETITIVE BIDS TO EXPEDITE INSTALLATION OF THE REQUIRED UPGRADED AESTHETIC ENHANCEMENT IMPROVEMENTS AND REDUCE COSTS FOR A PROJECT TO INSTALL THE UPGRADED AESTHETIC ENHANCEMENT TREATMENT AND ALL RELATED ARCHITECTURAL, CIVIL AND STRUCTURAL DESIGN TASKS; AWARDED THE CONTRACT TO CONE & GRAHAM, INC.; APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CONE & GRAHAM, INC.; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Cone & Graham, Inc. is under contract with the city and is presently engaged in the rebuilding of the NE 27 Terrace Bridge; and

**WHEREAS**, it has recently been decided that in order to accommodate a more upgraded aesthetic treatment additional civil and structural engineering tasks would have to be performed to accommodate these improvements; (“Additional Improvements”); and

**WHEREAS**, the process of competitive bidding for the Additional Improvements would cause excessive delays to the project; and

**WHEREAS**, Cone & Graham, Inc. has negotiated a fair price for the Additional Improvements under their Design / Build Contract; and

**WHEREAS**, having Cone & Graham, Inc. provide the design and install the additional Improvements will expedite the installation of the needed improvements; and

**WHEREAS**, waiving formal competitive bids for the contract will be in the best interests of the public; now, therefore,

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

**SECTION 1.** That the City Commission finds that the above "Whereas" clauses are true and correct.

**SECTION 2.** That the necessity for formal competitive bids for the Additional Improvements is hereby waived to expedite installation of the Additional Improvements and reduce costs and a contract is hereby awarded to Cone & Graham, Inc.

**SECTION 3.** That an Agreement between the City of Pompano Beach and Cone & Graham, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 4.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Cone & Graham, Inc.

**SECTION 5.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm  
11/29/11  
l:reso/2012-79

## CONSTRUCTION CONTRACT

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This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Boulevard, Pompano Beach, Florida, 33060, referred to below as "owner," and CONE & GRAHAM Inc., a Florida corporation, having its principal office at 5201 Cone Rd Tampa, Fl 33610, referred to below as "contractor."

In consideration of their mutual promises, the parties agree as follows, intending to be legally bound by this contract:

1. *Work.* Contractor and his design team agrees to design and construct the upgraded enhancements for contract H-31-10 NE 27 Terrace Bridge Replacement. Contractor agrees to furnish all of the materials, equipment, services, personnel and labor and to acquire all permits and approvals required by law to accomplish the work delineated in this contract. The following shall also apply:

(a) Contractor shall perform the work in a good and workmanlike manner, promptly and diligently, in accordance with the contract documents and this contract. Unless otherwise specified in the contract documents, contractor shall use new, high-quality materials. Contractor shall furnish materials and labor that are free from faults and defects and which conform to the plans and contract documents.

(b) Contractor shall make records and reports and furnish personnel and facilities as required to complete the work, and perform all other obligations required in this contract to be performed by contractor.

(c) Contractor shall obtain and pay for all permits and approvals necessary for construction and use of the completed project from any and all governments, boards and agencies. Contractor shall perform the work so that the work and project fully comply with all applicable building, zoning and other applicable codes. The contract sum already includes all costs, fees and other amounts needed to comply with this requirement, and contractor will pay for all such costs, fees and other amounts as part of the cost of performing this contract. Contractor shall pay for all work and for all permits, impact fees, insurance, fees and charges levied by or on behalf of any governmental entity relating to the work.

2. *Schedule.* Contractor shall commence work under this contract within Sixty calendar days after the date of this contract and shall complete all work by June 2, 2012. Contractor's time for completion shall be extended one day for each day of delay caused by acts of God and force majeure; provided however, that contractor must give owner written notice of the delay immediately after occurrence of the act causing the delay. Force majeure means

that contractor cannot perform the work due to causes that are both: (a) outside the control of contractor and those working under contractor; and (b) could not be avoided by exercise of due care.

3. *Title.* Title to material and equipment furnished by contractor for incorporation in the work covered by this contract shall pass to owner on delivery to the job site. Contractor shall however, nonetheless remain liable for the safekeeping and preservation of the material and equipment, and for loss, theft or damage to it pending completion of the work by contractor and acceptance of the work by owner.

4. *Contract Sum.* Owner shall pay contractor for the *performance* of the contract the fixed contract sum of \$ 176,047.00, which is based on the contract breakdown set forth on Exhibit "A" attached to this contract and incorporated by reference.

5. *Progress Payments.* Owner shall make progress payments to contractor in the following manner:

(a) On the first day of every month contractor shall submit an itemized invoice to owner showing the value of the work in place and performed by contractor during the previous month, excluding all values which may have been included in previous invoices submitted by contractor under this contract. The value of the work in place shall be based on the contract breakdown attached to this contract as Exhibit "B" and shall include only line items that have been completed. The itemization shall include the names, work performed, and bills of all laborers, subcontractors, and material men performing work on the job. The value of the work in place shall not include materials stored off the construction site. The value of the work in place shall not exceed the contract sum stated in Paragraph 4 above. Contractor shall at the same time furnish to owner properly executed partial waivers of lien and affidavits of payment in the forms of Exhibit "B" and Exhibit "C" attached to this contract from contractor and from all subcontractors, laborers, suppliers and material- men who have furnished work, equipment or material to the project. The partial completion date in each lien waiver shall be filled in to be the same as the date of contractor's current invoice and not its last invoice. Owner shall have the right to approve or disapprove the amount specified by contractor as the value of work in place, and any dispute shall be submitted to architect for determination of the value of work in place for the purpose of that progress payment.

(b) Within Five days after owner's receipt of the progress payment invoice and all lien waivers/affidavits, owner shall pay to contractor as the progress payment an amount equal to 90% of the value of work in place, but less the total of prior progress payments, so that the total of progress payments shall never exceed 90% of the contract sum so that at least 10% of the contract sum is reserved for final payment.

(c) Disbursement of each progress payment by owner to contractor is conditioned on owner's approval of construction after inspection of the work from time to time by owner or owner's agent. Progress payments may be withheld if any of the following occur: (a) work is found defective by owner and not remedied by contractor; (b) contractor does not make prompt and proper payments to subcontractors, laborers and material men; (c) contractor does not make prompt and proper payments for labor, materials or equipment furnished; (d) claims of lien are filed; or (e) contractor fails to maintain insurance or otherwise breaches this contract.

(b) Progress payment shall be paid within 45 days after owner's receipt of the progress payment invoice and all lien waivers/affidavits, unless owner disapproves the value of work in place stated in the invoice.

6. *Final Payment.* Owner shall make final payment to contractor within ten days after all of the following are completely done:

(a) Performance of all of the work by contractor in accordance with the terms of the contract documents is fully completed to owner's satisfaction;

(b) A certificate of occupancy has been issued by the government building department having jurisdiction over the project;

(c) Contractor has performed the items contained on a walk-through checklist or punch list compiled by owner;

(d) Contractor has delivered to owner a final waiver of lien and affidavit of payment, in the form of Exhibit "D" attached to this contract, from contractor and all subcontractors, suppliers and material men who have furnished any work or materials to the project, and acknowledging payment in full through the completion of the work;

(e) Contractor has furnished to owner evidence satisfactory to owner as to the payment of all bills for the work; and

(f) Contractor has furnished owner with contractor's statement under oath as required by Fla. Stat. § 713.06(3)(d)(1).

7. *Changes.* If owner desires to make additions, deletions or other revisions in the work after this contract is signed by both contractor and owner, contractor agrees that it will fully cooperate with owner in arriving at the basis of compensation for the change, if any, and for any adjustment in the time for performance occasioned by the change. If owner and contractor do not otherwise agree, then the compensation for the change shall be equal to contractor's actual cost of labor and materials plus 15% of those costs for contractor's overhead and profit. Contractor shall not be authorized to proceed with any change in the work unless and until it has been directed by written change order signed by owner and accepted by contractor, specifying the adjustment, if any, in the compensation and time for performance occasioned by this change. Contractor, to the extent possible, shall perform work under

change orders concurrently with other work so as not to exceed the required time for completion of work under this contract.

8. *Insurance.* Prior to commencing work under this contract, contractor shall furnish certificates of comprehensive general liability, property damage and builders risk insurance, including contractual liability coverage, together with bodily injury and property damage liability insurance on all automotive or truck equipment to be used in the performance of work under this contract, with limits of no less than \$1,000,000 per person and occurrence for bodily injury and \$2,000,000 per occurrence and aggregate for property damage. Contractor shall also furnish certificates evidencing workers' compensation insurance coverage as required by law, written by an insurance company authorized and qualified to write workers' compensation insurance in Florida. The certificates shall state that the premium for the insurance has been paid and that the insurance company agrees to give owner at least 20 days' written notice prior to termination of the insurance.

9. *Indemnification.* Contractor agrees to indemnify, defend and hold owner and owner's employees, agents, officers and directors harmless from all actions, suits, debts, dues, sums of money, attorneys fees, expenses, property damage, personal injury, third party liability, controversies, damages, penalties, punitive damages, fines, losses, interest, costs, judgments, claims, settlements, and demands, in law or in equity, on or by reason of any matter, cause or thing which relate to or arise from, in whole or in part, the work or any act or omission of contractor or anyone working under by, under or through contractor. This is a continuing obligation that shall survive the termination, expiration and performance of the other provisions of this contract.

10. *Protection of Work and Property.* Contractor shall continuously maintain adequate protection from damage for all its work and for the other property at the jobsite and shall pay for the replacement or repair of any damage or loss to the work and to owner's property. Contractor shall take precautions to prevent intrusion of water and other natural elements into the work and property.

11. *Default.* Time, orderly progress of work and completion of the work within the time provided for by this contract are the essence of this contract. It is accordingly agreed that Contractor is in default of this contract if any of the following occur:

(a) Contractor at any time and in any respect fails to prosecute the work required by this contract steadily and with such promptness and diligence as deemed necessary to assure completion by the time provided for by this contract; or

(b) Contractor does not complete the construction, installation and other work required by this contract in accordance with the contract documents on a schedule so as to be completed on or before the date provided for in this contract for the completion; or

(c) Contractor fails to perform any of the provisions of this contract and the failure continues for a period of *Five days* after written notice of the failure to perform from owner to contractor.

If Contractor is in default, in addition to any other remedies at law or equity, owner may notify contractor in writing to stop all work and may take possession of the premises and work and of all materials and equipment, other equipment owned by contractor, and complete the unfinished work by any method owner may deem expedient and charge the cost and damages incurred in doing same against the remaining contract sum still unpaid, and if the costs and damages exceed the remaining contract sum still unpaid contractor shall pay owner the difference on written demand.

12. *Warranties.* Contractor guarantees and warrants to owner and its successors and assigns as follows, all of which shall survive the termination, expiration and performance of the other provisions of this contract:

(a) Contractor at its sole cost and expense shall promptly repair, correct or replace any defective materials, equipment and work furnished or performed by contractor or its subcontractors or material men which exist within one year after final payment or acceptance of the work by owner;

(b) there shall be no defects in material or workmanship in the work; and

(c) the improvements shall be constructed in a good and workmanlike manner and shall be in compliance with all applicable ordinances, statutes, codes and regulations of local, county, state and federal agencies.

In addition to these warranties of contractor, contractor also transfers and assigns to owner the following:

(a) all manufacturer's and distributor's warranties on the work, fixtures and equipment included in the improvements;

(b) all subcontractors' and material men's warranties for their work and material; and

(c) the roof warranty and guarantee of the roofing subcontractor and manufacturer.

13. *Miscellaneous.* This instrument and the contract documents incorporated into it by reference contain the entire contract of the parties. It may not be changed orally but only by a contract in writing or written change order as provided above, which must be signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This contract shall be interpreted under Florida law and shall be binding on and inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors and assigns of the

parties. If there is a breach of this contract and litigation ensues, the prevailing party in the litigation shall be entitled to recover costs and reasonable attorney's fees from the other party. Paragraph headings are inserted only for convenience and are not to be construed as part of the contract or a limitation of the scope of the particular paragraph to which they refer. This contract may be assigned only with the written consent of both parties. The waiver by any party of a breach of any provision of this contract must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any party.

In witness of the above, contractor and owner have signed this contract the date first written above.

**"OWNER":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

Approved As To Form:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 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:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

W. Dembeiner

Signature

By: Timothy L. TEALSTEINER

Print

Name Randy Cropp

East Coast Division Manager

Title: \_\_\_\_\_

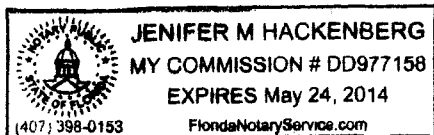
Signature Randy Cropp

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21 day of November, 2011, by Randy Cropp, as East Coast Division Manager of Cone & Graham, Inc., a Florida corporation.  He/she is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY IS SEAL:

Jenifer M Hackenberg  
NOTARY PUBLIC, STATE OF Florida



Jenifer M Hackenberg  
(Name of Acknowledger Typed, Printed or Stamped)

DD977158  
Commission Number

## EXHIBITS TO CONSTRUCTION CONTRACT

- A. Conditions of the Contract
- B. Contract Breakdown
- C. Partial Waiver of Lien and Affidavit of Payment form
- D. Final Waiver of Lien and Affidavit of Payment form

**EXHIBIT "A"**  
**CONDITIONS OF CONTRACT**

## EXHIBIT "A"

### CONDITIONS OF THE CONTRACT

1. Owner has the right to approve in writing the materials, systems and finishes involved in the project.
2. Work days are Monday through Friday, excluding holidays. Neither owner nor contractor shall offer workers any beer or other alcoholic beverages while on the jobsite.
3. Owner carries insurance policies of its own, but this shall not diminish this contract's requirement concerning insurance to be furnished by contractor.
4. Except as provided in the contract or allowed by law, owner shall not stop or obstruct contractor in performing the work.
5. All notices to contractor shall be given to contractor at the address, pager, fax or phone number set forth at the beginning of this contract. All notices to owner shall be given to owner's agent at the address set forth at the beginning of this contract and to any other persons as owner from time to time designates in writing to contractor.
6. Owner shall remove or cover its items of personal property that remain on the jobsite during construction. Owner and contractor shall take reasonable precautions to protect those items.
7. All demolished material will be the property of contractor unless owner expressly states otherwise.
8. Contractor is responsible for cleanup of construction materials and trash on a regular basis so as not to be illegal or unsightly.

**EXHIBIT "B"**  
**CONTRACT BREAKDOWN**

# CONE & GRAHAM, INC.

## HEAVY CONSTRUCTION

Contract No:	H-31-10	Date:	8/17/11
Project:	NE 27th Terrace Bridge Replacement	Date Performed:	N/A
Work Performed By:	Cone & Graham, Inc.	Day of the Week:	N/A
Description of Work:	Design & Construction Change Proposal for Aesthetics Option 3 / Roadway & Utility Adjustments (Rev. 1)		

QUANTITY	DESCRIPTION	UNIT	UNIT COST	EXTENDED AMOUNTS
1	F&I 2 EA Gazebo	LS	\$39,553.00	\$39,553.00
1	F & I Architectural Aluminum Pedestrian Handrail / w. Added Conc. Wall	LS	\$19,760.00	\$19,760.00
1	Roadway Revisions (See Cover )	LS	\$18,127.00	\$18,127.00
1	Utility Revisions ( See Cover)	LS	\$21,970.00	\$21,970.00
(A) SUBTOTAL -				\$99,410.00

QUANTITY	DESIGN FEE	UNIT	UNIT COST	EXTENDED AMOUNTS
1	Wantman Group, Inc.	LS	\$30,270.00	\$30,270.00
1	CSA Architects	LS	\$23,000.00	\$23,000.00
1	New Millenium	LS	\$16,400.00	\$16,400.00
(B) SUBTOTAL -				\$69,670.00

SUMMARY	
( A ) Construction Fee	
Subtotal:	\$99,410.00
( B ) Design Fee	
Base:	\$68,670.00
10% Mark-up :	\$6,967.00
Subtotal:	\$76,637.00
( C ) Design & Const. Fee	
Total	\$176,047.00

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: NE 27th Terrace Bridge Replacement-Supplement 1  
 County: Broward  
 FPN: H-31-10  
 FAP No.: n/a

Consultant Name: Wantman Group, Inc.  
 Consultant No.: 2101089.0P  
 Date: 11/1/2011

Staff Classification	Total Staff Hours From SH Summary	Project Manager	Senior Prof Engr	Prof Engr	Engr Intern	CADD Tech	Sr Prof Surveyor	Prof Surveyor	Survey Intern	Env Scientist	Staff Classification			Average Rate Per Task
											Staff Classification 10	Staff Classification 11	Staff Classification 12	
3. Project General and Project Common Tasks	54	5	5	14	14	16	0	0	0	0	0	0	0	\$110.83
4. Roadway Analysis	56	6	3	20	22	6	0	0	0	0	0	0	0	\$116.09
5. Roadway Plans	47	6	2	5	14	21	0	0	0	0	0	0	0	\$91.90
6. Drainage Analysis	18	1	1	10	7	1	0	0	0	0	0	0	0	\$4,785
7. Utilities	12	1	0	2	9	0	0	0	0	0	0	0	0	\$2,335
8. Environmental Permits, Compliance & Clearances	14	0	0	0	0	3	0	0	0	0	0	0	0	\$103.75
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	11	0	0	0	\$1,245
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,585
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
19. Signing & Pavement Marking Analysis	14	1	1	6	6	1	0	0	0	0	0	0	0	\$116.09
20. Signing & Pavement Marking Plans	8	0	0	2	2	4	0	0	0	0	0	0	0	\$750
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
27. Survey (Field & Office Support)	6	0	0	0	0	0	0	0	0	0	0	0	0	\$0
28. Photogrammetry	0	0	0	0	0	0	2	0	4	0	0	0	0	\$0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
<b>TOTAL STAFF HOURS</b>	<b>220</b>	<b>19</b>	<b>12</b>	<b>56</b>	<b>74</b>	<b>52</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL STAFF COST</b>		<b>\$3,325.00</b>	<b>\$1,800.00</b>	<b>\$7,670.00</b>	<b>\$6,660.00</b>	<b>\$4,180.00</b>	<b>\$0.00</b>	<b>\$260.00</b>	<b>\$360.00</b>	<b>\$1,252.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$28,668.00</b>

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:  
 OVERHEAD: 0%  
 OPERATING MARGIN: 0%  
 FCCM (Facilities Capital Cost Money): 0.00%  
 EXPENSES: 0.00%  
 SUBTOTAL ESTIMATED FEE: \$ 1,270.00 / day  
 Survey (Field) (WGS)  
 Utility Design (WGS)  
 Permit Mod  
 Geotechnical Services (Terra)  
 Geotechnical Services (Terra)  
 SUBTOTAL ESTIMATED FEE: \$30,278.00  
 Optional Services \$0.00

**CITY OF POMPANO BEACH, FLORIDA/  
NE 27TH TERRACE BRIDGE REPLACEMENT  
SCHEDULE OF ARCHITECTURAL FEES  
8/7/2013 (REVISED)**

	HOURS						COST
<b>SCHEMATIC DESIGN SERVICES</b>							
SITE VISIT/PHOTOGRAPH	2						350.00
SCHEME REVIEW & SKETCH	2	2		2			730.00
CODE ANALYSIS		2	1	2			595.00
TEAM COORDINATION	4		2			1	995.00
<b>SUB TOTAL</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>\$2,670.00</b>
<b>DESIGN DEVELOPMENT SERVICES</b>							
REVIEW PREVIOUS COMMENTS	2		1			1	540.00
CONFIRM CODE ANALYSIS			3				375.00
SITE PLAN DEVELOPMENT		1	1	3			530.00
PLAN & ELEVATION DEVELOPMENT		2		4	2		770.00
CONSULTANT COORDINATION	3						525.00
PRODUCT FINISH RESEARCH	2		2				600.00
TEAM COORDINATION	2						350.00
<b>SUB TOTAL</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>7</b>	<b>3</b>	<b>29</b>	<b>\$3,690.00</b>
<b>CONSTRUCTION DOCUMENT SERVICES</b>							
REVIEW PREVIOUS COMMENTS	1		1				300.00
CONFIRM SITE PLAN AND REVISE			1	2			295.00
FINAL CODE REVIEW			2	1			335.00
MATERIAL SELECTION REFINEMENT	2		1		2		605.00
COMPLETE PLANS			4	12	8		2,040.00
COMPLETE REFLECTED CEILING PLAN				4			340.00
COMPLETE ROOF PLAN					2		130.00
EXTERIOR ELEVATIONS					6		390.00
BUILDING SECTIONS AND DETAILS	2		4	10	2		1,830.00
RAILING SECTIONS, ELEVATIONS AND DETAILS	2		4	8	2		1,660.00
COLOR/FINISH SELECTIONS				8			1,000.00
SPECIFICATIONS		8					1,200.00
TEAM COORDINATION	6		12				2,550.00
REVIEW TEAM COMMENTS	1		2				425.00
FINALIZE PLANS FOR BID AND PERMIT			4	1	3		780.00
<b>SUB TOTAL</b>	<b>14</b>	<b>8</b>	<b>43</b>	<b>38</b>	<b>25</b>	<b>128</b>	<b>\$13,880.00</b>
<b>BID AND PERMIT SERVICES</b>							
PREPARE FOR BID AND PERMIT REVIEW	1		1				300.00
RESPOND TO REVIEW COMMENTS	1		1				300.00
REVISE PLANS PER COMMENTS						1	65.00
<b>SUB TOTAL</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>5</b>		<b>\$665.00</b>
<b>CONSTRUCTION ADMINISTRATION SERVICES</b>							
RESPOND TO RFI'S	2						350.00
REVIEW SUBMITTALS	2						350.00
SITE VISITS	4						700.00
FINAL REVIEW	2						350.00
PROJECT CLOSE OUT	2						350.00
ADJUSTMENT CREDIT							-5.00
<b>SUB TOTAL</b>	<b>12</b>					<b>12</b>	<b>\$2,095.00</b>
<b>TOTAL FEES ALL PHASES</b>							<b>\$23,000.00</b>

EXHIBIT "C"

PARTIAL WAIVER OF LIEN AND  
AFFIDAVIT OF PAYMENT

State of Florida  
County of \_\_\_\_\_

The undersigned, \_\_\_\_\_, has performed work under a contract with \_\_\_\_\_ with respect to the renovation of the \_\_\_\_\_ building owned by \_\_\_\_\_, referred to below as "owner," located on owner's grounds on \_\_\_\_\_ County, Florida, legally described on the attachment to this contract.

The undersigned, for good and valuable consideration in the amount of \$ \_\_\_\_\_, the receipt of which is acknowledged by the undersigned, waives, releases, discharges and relinquishes forever all construction, mechanics and other liens, rights of lien and claims of any kind on or against owner and owner's above-described real property on account of all work, labor, services and materials furnished for or incorporated into the real property by the undersigned or anyone claiming by, through or under the undersigned prior to and through the following partial completion date:

Partial Completion Date: \_\_\_\_\_

The undersigned further certifies that the consideration moving to the undersigned for executing this instrument has been mutually given and accepted as absolute payment and not as a conditional or part payment or as security for payment and constitutes payment in full for all work, labor, material and services furnished prior to and through the partial completion date.

The undersigned certifies that all persons who have furnished work, labor, material or services to the property prior to and through the partial completion date at the request or order of the undersigned have been paid *in full*, except for the following:

\_\_\_\_\_

This instrument is executed on \_\_\_\_\_.

AFFIANT:

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification..

NOTARY SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Commission Number)

EXHIBIT "D"

FINAL WAIVER OF LIEN AND  
AFFIDAVIT OF PAYMENT

State of Florida  
County of \_\_\_\_\_

The undersigned, \_\_\_\_\_, has performed work under a contract withwith respect to the renovation of the \_\_\_\_\_ building owned by \_\_\_\_\_ ("owner") located \_\_\_\_\_ on \_\_\_\_\_ owner's grounds on \_\_\_\_\_ [address], \_\_\_\_\_ County, Florida, legally described on the attachment to this contract.

The undersigned, for good and valuable consideration in the amount of \$ \_\_\_\_\_, the receipt of which is acknowledged by the undersigned, waives, releases, discharges and relinquishes forever all construction, mechanics' and other liens, rights of lien and claims of any kind on or against owner and owner's above-described real property on account of all work, labor, services and materials furnished or to be furnished for or incorporated into the real property by the undersigned or anyone claiming by, through or under the undersigned.

The undersigned further certifies that the consideration moving to the undersigned for executing this instrument has been mutually given and accepted as absolute payment and not as a conditional or part payment or as security for payment and constitutes payment in full for all work, labor, material and services furnished or to be furnished.

The undersigned certifies that all persons who have furnished or shall furnish work, labor, material or services to the property at the request or order of the undersigned have been paid in full.

This instrument is executed on \_\_\_\_\_.

AFFIANT:

BY: \_\_\_\_\_  
PRINT

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification..

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Commission Number)



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.  
SECRETARY

May 5, 2011

CERTIFIED MAIL: 91 7108 2133 3938 3635 9163

Mr. Clayton Young  
City of Pompano Beach  
1201 NE 5<sup>th</sup> Avenue,  
Pompano Beach, FL 33060

RE: **Significant Bridge Deficiencies**  
Florida Department of Transportation  
District 4 - Local Government Bridge Inspection  
FPN: 23406047201 & 23406447201  
Bridge ID: 868113  
NE 27<sup>th</sup> Terrace over Wisteria Canal

Dear Mr. Young:

As part of the referenced bridge inspection contract, our bridge inspection consultant has notified us that the subject bridge has significant deficiencies that require corrective action in a timely manner. The NBI ratings for SIA Items #58 Deck and #59 Superstructure are both coded a 4Poor.

The following Pontis element has noted deficiencies as follows:

Element 39 Unprotected Concrete Slab/AC Overlay -

The underside of all slab units have large spalled and delaminated areas up to 12ft. x 4ft. x 4-1/2in. with exposed and corroded rebar with up to 80% section remaining.

Slab Unit 1-1, bottom west edge at Abutment 1 has a spall/delamination 18ft. x 8in. x 6in. with heavily corroded rebar having 1/2in. diameter remaining – INCREASE. Refer to photo 1.

Slab Unit 1-1 at the 3/4 point has a spall 1ft. diameter x 2in. deep with exposed and corroded rebar.

Slab Unit 1-2 at 1/4 point to 2/3 point has two spalls/delaminations in an overall area of 14ft. x 2ft. along west and east edges with exposed and corroded rebar - INCREASE. Refer to photo 2.

Slab Unit 1-3, bottom east edge at Abutment 2 has a spall 1.5ft. x 1ft. x 3in. with exposed and corroded rebar.

Slab Unit 1-4 at 1/4 point has a spall with exposed and corroded rebar, 3ft. x 2.5ft. x 1in. – INCREASE.

Slab Unit 1-5 at 1/4 point has a spall/delamination 9ft. x 4ft. x 4-1/2in. with nine exposed and heavily corroded rebar 1/2in. diameter remaining - INCREASE. Refer to photo 3.

Slab Unit 1-5 from 3/4 point to Abutment 2 has a spall/delamination 4-1/2ft. x 3ft. x 4-1/2in. with six exposed and heavily corroded rebar having up to 1/2in. diameter remaining - INCREASE. Refer to photo 4.

Slab Unit 1-6 at Abutment 1 has three spall/delaminations up to 1ft. x 5in. x 1/4in. – INCREASE.

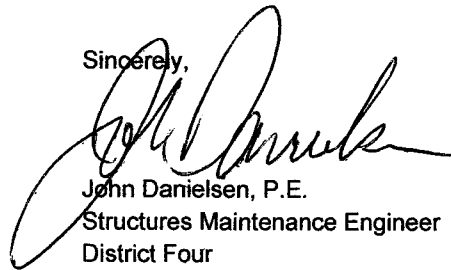
Slab Unit 1-6, bottom east edge at mid-span has a delamination 5ft. x 8in.

The underside of the west overhang has a 1ft. 4in. x 5in. x 1-1/2in. spalled/delaminated area at Abutment 1.

We would like to emphasize to the City of Pompano Beach, the timely need for corrective action to be undertaken regarding the above noted deficiencies in order to protect the safety of the traveling public and the City's investment.

Please provide a response back in writing indicating your plan of action to correct these deficiencies. This response should also include a timeline when this action will take place.

Sincerely,

A handwritten signature in black ink, appearing to read "John Danielsen". The signature is fluid and cursive, with a large loop at the end.

John Danielsen, P.E.  
Structures Maintenance Engineer  
District Four

JD:tl

cc: Skip Ferrera, CBI, FDOT District 4  
Brian O'Donoghue, P.E., FDOT District 4  
Patrick O'Grady, CBI, Kisinger Campo & Associates Corp.  
Thomas A. LoCicero, P.E., Kisinger Campo & Associates Corp.  
File:868113\_SDL2011.001

PHOTO SECTION – BR. NO. 868113



Photo #1 Element 39 - Spall with exposed rebar in west edge of Slab Unit 1-1 at Abutment 1



Photo #2 Element 39 - Delaminations and spalls with exposed rebar in underside of Slab Unit 1-2

PHOTO SECTION – BR. NO. 868113



Photo #3 Element 39 - Delamination in underside of Slab Unit 1-5 at the 1/4 point



Photo #4 Element 39 - Delamination and spall with exposed rebar in underside of Slab Unit 1-5 at 3/4 point