



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, September 13, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: August 23, 2022

APPROVAL OF AGENDA

September 13, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88555953402?pwd=bVBjdVJEbmIwWkRkd2JDSFludGtSdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 885 5595 3402#

Participant ID: #

Passcode: 202202#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for FY 2022/2023; providing for an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: FY 2022/2023 Meeting Schedule
2. **CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving the Work Authorization with Bermello Ajamil & Partners, Inc., for design services to finalize the design and construction documents for the Sullivan Park Facility Project in an amount not to exceed \$285,858.00; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #190-8000-559-63-04 Infrastructure and Capital Improvements)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Bermello Ajamil & Partners

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, October 11, 2022

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes Community Redevelopment Agency

Tuesday, August 23, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky
Mr. Bernie Parness - via Zoom
Mr. Ben Preston
Vice Chair Michael Hudak
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 9, 2022

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve the August 9, 2022 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

August 23, 2022

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

GENERAL ITEMS

1. **CRA Resolution 2022/009 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the Fiscal Year 2023 Budget; adopting the Capital Improvements Plan for Fiscal Years 2024-2028; providing for implementation and an effective date.**

Kris Mory, Director of Economic Development, said no changes were made to the budget or capital improvement plan since approval on first reading. She advised that upon the Board's approval, the budget will go before the City Commission for final approval.

There was no discussion amongst the Board.

Chair Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve Item 1 adopted CRA Resolution 2021/009. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS

None.

PUBLIC COMMENT

There were no comments made by the public.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Mr. Preston, to adjourn the meeting at 7:05 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk



Community Redevelopment Agency Meeting - September 13, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, September 13, 2022, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The September 13, 2022, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the September 13, 2022 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on September 13, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88555953402?pwd=bVBjdVJEamlwWkRkd2JDSFludGtSdz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 885 5595 3402#, Participant ID: #, Password: 202202#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1444

Agenda Date: 9/13/2022

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for FY 2022/2023; providing for an effective date.

Recommended Action

CRA Board to vote on Resolution

Background/History

The CRA Board meets once a month on the second Tuesday of the month.

Current Activity

The January 10th meeting has been changed to January 17th, which is the 3rd Tuesday of the month. The November and March meetings have been changed to the second Wednesday of the month due to local and state elections.

In the month of August, the CRA Board meets twice in order to conform to statutory requirements regarding the approval of the annual budget. The schedule is approved and published annually to conform with statutory requirements and inform the public of Community Redevelopment Agency activities for the next year. This item has no budgetary impact.

Recommendation

Approval.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA), ADOPTING THE
CRA REGULAR MEETING SCHEDULE FOR FY 2022/2023;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, CRA staff recommends approving the CRA regular meeting schedule for Fiscal Year 2022/2023, attached as Exhibit “A”; and

WHEREAS, the CRA Board desires to approve the CRA meeting schedule for Fiscal Year 2022/2023, attached as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD
BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Regular Meeting Schedule for Fiscal Year 2022/2023, attached as Exhibit “A,” is hereby approved.

Section 3. The appropriate CRA officials are authorized to do all things necessary and expedient to accomplish the aims of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK



Listed below is the schedule for regular meetings of the Deerfield Beach Community Redevelopment Agency for Fiscal Year 2022/2023 All meetings will be held at City Hall, 150 NE 2nd Avenue, Deerfield Beach, FL 33441.

<u>Meeting Date</u>		<u>Agenda Submittal Deadline</u>	
Tuesday October 11, 2022	7:00 PM	Monday September 26, 2022	3:00 PM
Wednesday November 9, 2022	7:00 PM	Monday October 24, 2022	3:00 PM
Tuesday December 13, 2022	7:00 PM	Monday November 28, 2022	3:00 PM
Tuesday January 17, 2023	7:00 PM	Monday December 26, 2022	3:00 PM
Tuesday February 14, 2023	7:00 PM	Monday January 24, 2023	3:00 PM
Wednesday March 15, 2023	7:00 PM	Monday February 27, 2023	3:00 PM
Tuesday April 11, 2023	7:00 PM	Monday March 27, 2023	3:00 PM
Tuesday May 9, 2023	7:00 PM	Monday April 24, 2023	3:00 PM
Tuesday June 13, 2022	7:00 PM	Monday May 29, 2023	3:00 PM
Tuesday July 11, 2023*	7:00 PM	Monday June 26, 2023	3:00 PM
Tuesday August 8, 2023	7:00 PM	Monday July 24, 2023	3:00 PM
Tuesday August 22, 2023	7:00 PM	Monday August 7, 2023	3:00 PM
Tuesday September 12, 2023	7:00 PM	Monday August 28, 2023	3:00 PM

Any person wishing to appeal any decision made by the Community Redevelopment Agency with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 189.417). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing. For further information regarding the Community Redevelopment Agency, call (954) 480-4262.

*Optional meeting to be held at the discretion of the CRA Board



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1466

Agenda Date: 9/13/2022

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving the Work Authorization with Bermello Ajamil & Partners, Inc., for design services to finalize the design and construction documents for the Sullivan Park Facility Project in an amount not to exceed \$285,858.00; authorizing execution of the Work Authorization; and providing for an effective date. (*Funds from Account #190-8000-559-63-04 Infrastructure and Capital Improvements*)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$285,858

Account Name: Infrastructure and Capital Improvements

Account Number: 190-8000-559-63-04

Background/History

The CRA Board approved the original work authorization for Architectural Design Services for the Sullivan Park Facility with Bermello Ajamil & Partners (B&A) in August of 2020. Originally, the facility was intended to serve as a community center, a small flexible use space and office space for CRA staff. The CRA Board later directed staff to design the Sullivan Park Facility to be multi-purposed to contain community center space and a marine science Exploratorium to expand the experience of children and their families while visiting Sullivan Park. The Guy Harvey Ocean Foundation (GHOF) and the Bergeron Everglades Foundation have expressed a desire to partner with the CRA and the City to develop the Sawgrass to Seagrass experience at Sullivan Park. In April 2021, the CRA Board approved the initial conceptual design of the building. Over the past 12 months, CRA staff have worked with the GHOF and a city working team to further develop the shared vision. At the December 2021 CRA Board Meeting, the CRA Board directed the CRA Director to negotiate the terms of a partnership with the GHOF for the design, buildout and operation of the Sawgrass to Seagrass Experience at Sullivan Park.

The CRA Board approved an additional Work Authorization with B&A and their subconsultant BaseMint Creative for Creative Conceptual Design Services for Interior Spaces of the Sullivan Park Facility in April of 2022. At the August 9, 2022 CRA Board meeting, B&A shared a PowerPoint presentation they developed with BaseMint Creative showing the proposed Sullivan Park Facility Sawgrass to Seagrass Interior Experience. The CRA Board reacted favorably to the interior design and made suggestions for further incorporation into the design. The images of the interior and exterior of the building are now going to be incorporated into collateral materials used to attract partners and sponsors to the project.

Current Activity

The original building concept that was approved by the CRA Board in April of 2021 has been modified to accommodate the changes dictated by the interior design. Generally speaking, these changes include removal of glazed windows in favor of solid walls to accommodate interior wall exhibits, a high resolution circular theater experience, addition of back of house space and structural recalculations and modifications to accommodate the proposed floor to ceiling invasive species tank pump system, widening of the entrance staircase, modification of the roof to provide visitors with a covered outdoor dining area, solar panels and open air exhibit space, exterior egress stairs and a second elevator. CRA office space was removed from the building entirely to maximize the exhibit and community center spaces.

Now that the overall building design is more specifically detailed, B&A must update several areas of the overall architectural plans. The changes outlined above resulted in structural, mechanical, electrical, plumbing, roofing, and low voltage disciplines' requiring recalculation and redesign. In response to these changes, CRA staff requested a proposal from B&A for final design development, construction documents, bidding and procurement assistance and additional construction administration services for the Sawgrass to Seagrass Science Exploratorium at Sullivan Park.

While it is the intent of the CRA to design and construct the facility for use as a science exploratorium to occupy the main floor, the final design of the interior improvements, exhibits, low voltage, and electrical systems is not included in this scope of services. The end user will be responsible for funding the final interior design and improvements consistent with a typical commercial lease where the tenant is responsible for Fixtures, Furniture and Equipment (FFE). The one area of the main floor that the CRA would desire to have the option to design as the building owner is the invasive species tank. It's design will affect the overall Back of House (BOH) design of the facility, and it will be a permanent improvement that will remain a part of the building regardless of the exploratorium operator. As such, aquarium design is included in this Work Authorization as an optional design component to be paid for by the CRA as the building owner.

Recommendation

The CRA Board is asked to approve an additional Work Authorization with Bermello Ajamil & Partners in the amount of \$285,858.00 for the additional design services. If approved, there are adequate funds in the Infrastructure and Capital Improvements (1908000-5596304) account to fund the work.

CRA RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE WORK AUTHORIZATION WITH BERMELLO AJAMIL & PARTNERS, INC., FOR DESIGN SERVICES TO FINALIZE THE DESIGN AND CONSTRUCTION DOCUMENTS FOR THE SULLIVAN PARK FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED \$285,858.00; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in August 2020, the CRA Board approved a work authorization with Bermello, Ajamil & Partners, Inc. (“Bermello”) for architectural design services for the Sullivan Park Facility; and

WHEREAS, the CRA Board previously directed CRA staff to design the proposed Sullivan Park Facility to accommodate a potential marine science exploratorium to expand the experience of children and families while visiting Sullivan Park; and

WHEREAS, pursuant to Request for Qualifications #21-11-IG (the “RFQ”) and Section 287.055, Florida Statutes (the “CCNA”), the City entered into continuing contracts with qualified firms for the provision of Architectural and Engineering Services, including a continuing contract with Bermello, dated April 6, 2021 (the “Continuing Contract”); and

WHEREAS, in accordance with the RFQ and the City’s CCNA project process, the CRA considered multiple firms from the RFQ continuing contract pool to complete the design services needed for construction of the new multi-purpose Sullivan Park Facility, which will include a marine science exploratorium in a portion of the interior space (the “Project”); and

WHEREAS, Bermello was selected as the most qualified firm for the Project; and

WHEREAS, CRA staff has negotiated a proposal with Bermello in the amount of \$285,858.00 (the “Proposal”) to finalize the design and construction documentation necessary for the development of the Project at Sullivan Park (the “Services”); and

WHEREAS, CRA staff recommends the CRA approve and authorize execution of Work Authorization with Bermello for the Services for the Project, attached as Exhibit “A,” pursuant to the terms of the Continuing Contract, in an amount not to exceed \$285,858.00 (the “Work Authorization”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CRA hereby approves the Work Authorization with Bermello, attached as Exhibit “A,” for the Services in an amount not to exceed \$285,858.00.

Section 3. The CRA Chair and Director are hereby authorized to execute the Work Authorization with Bermello, attached as Exhibit “A,” for the Services in an amount not to exceed \$285,858.00, together with such terms as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
BERMELLO AJAMIL AND PARTNERS, INC.
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ___ day of September, 2022, by and between City of Deerfield Beach (the “City”) Community Redevelopment Agency (the “CRA”), Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 and Bermello Ajamil and Partners, Inc., a Florida corporation authorized to do business in Florida, with its business address located at 2601 South Bayshore Drive, Suite 1000, Miami, FL 33133 (the “Consultant”).

RECITALS

WHEREAS, the CRA and the Consultant have entered into a master CCNA continuing services contract dated April 6, 2021, pursuant to RFQ #21-11-IG, (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the CRA and the Consultant desire to enter into this Work Authorization for the Consultant to provide professional services related to finalizing the design and construction documentation for the development of the Multifunction Facility at Sullivan Park, including the Sawgrass to Seagrass Science Exploratorium, (the “Project”), in accordance with the terms and conditions of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, CRA and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the Project for the CRA pursuant to the Continuing Contract, as specifically described in the proposal attached as Exhibit “A” to this Work Authorization (the “Services”), both of which by this reference are incorporated into this Work Authorization in its entirety during the term and timeline provided for in this Work Authorization.

SECTION 2 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the CRA agrees to pay Consultant an amount not-to-exceed **\$285,858.00** as further detailed in Exhibit "A." Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the CRA. In the event of CRA's termination of this Work Authorization, pursuant to Section 4, prior to the end of the expiration of this Work Authorization, the CRA shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the CRA's termination of this Work Authorization.

SECTION 3 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the CRA's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4 **TERMINATION OF WORK AUTHORIZATION**

CRA may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between the City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee

benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the CRA's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7

INDEMNIFICATION/HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless CRA, the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and CRA Executive Director, any sums due Consultant under this Agreement may be retained by CRA until all of CRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the CRA or the City of any immunity to which they are entitled by law, including but not limited to the CRA's and City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8

INSURANCE

8.1 The Consultant shall satisfy the insurance requirements stated herein. The Consultant shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CRA. The Consultant shall assume full responsibility and expense to obtain all necessary insurance.

8.2 General

8.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. Consultant's failure to provide to CRA the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

- 8.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect CRA and the City by naming CRA and the City as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 8.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide CRA with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 8.2.4 CRA reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Work Authorization, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a subconsultant, Consultant shall ensure that subconsultant names CRA and the City as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 8.3 Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars(\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the CRA in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the CRA is relying on the competence of the Consultant to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to CRA and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 9

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the

CRA, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the CRA.

SECTION 10 **MISCELLANEOUS**

Consultant shall, without additional expense to the CRA, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11 **AUDIT AND INSPECTION RIGHTS**

- 11.1 The CRA may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The CRA may, at reasonable times during the term hereof, perform such inspections, as the CRA deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the CRA all reasonable assistance to facilitate the performance of inspections by the CRA's representatives.

SECTION 12 **AMENDMENTS AND ASSIGNMENT**

- 12.1 This Work Authorization, together with Exhibit "A," the Continuing Contract, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.

- 12.3 Consultant shall not transfer or assign the performance of the Services called for in the Work Authorization without the prior written consent of the CRA, which may be withheld or conditioned in the CRA's sole discretion.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16 **NON-DISCRIMINATION**

Consultant represents and warrants to the CRA that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17

PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CRA and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the CRA.

SECTION 18 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 21 **SCRUTINIZED COMPANIES**

21.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CRA may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- 21.2. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CRA may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 21.3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 21.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative

SECTION 22

VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

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**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY AND BERMELLO AJAMIL &
PARTNERS, INC. FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CRA

CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____

This ____ day of _____, 2022.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach Community
Redevelopment Agency only:

Anthony C. Soroka, CRA Attorney

CONSULTANT

Bermello Ajamil & Partners

By: _____

Name: _____

Title: _____

This ____ day of _____, 2022.

Ms. Kris Mory
Director of Economic Development
150 NE 2nd Avenue
Deerfield Beach, FL 33441

August 23rd, 2022
(Revised August 29th, 2022)
(Revised August 31st, 2022)
(Revised September 2nd, 2022)

RE: Additional Services Scope of Services for the City of Deerfield Beach Sullivan Park Facility

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Additional Service Request to the City of Deerfield Beach CRA for professional design services for the development of Sullivan Park Facility.

PART I - PROJECT BACKGROUND AND DESCRIPTION:

The CRA has requested BA to finalize the design and construction documentation for the development of the Multifunction Facility at Sullivan Park. The Project is identified as the existing CRA offices for the City of Deerfield Beach at Sullivan Park located at 1601 East Hillsboro Blvd. Deerfield Beach, FL 33441.

The original project scope for the facility was a Community Center with a potential target budget of \$2,000,000. Since that time, the project has evolved into a multifunction facility which includes a Community Center and an Exploratorium along with some exterior exhibition areas. Currently the project budget for the core and shell is approximately \$4,000,000 and does not include any interior exhibition space design or documentation.

This additional service requests shall include the services described below for the construction of the Multifunction Facility at the Sullivan Park site. The BA Team shall work closely with City staff to develop the Multifunction Facility for the residents of Deerfield Beach. The City has requested the BA Team develop a full set of construction drawings, specifications and cost estimates for the additional program outlined below.

The project, which is the basis of this proposal include the following design work:

- Approximately 8,000 sf Multifunction Facility
- Ground Level Parking
- Exterior Exhibition Area
- Surface Parking
- Public Art

The construction budget (provided by the City) for the project is targeted at \$4,000,000.00 (four million dollars). This budget is the basis for this additional scope of services and fees. If additional program components are added to the project as directed by the City, BA shall negotiate additional fees.

Assisting BA with these services shall be the following firms:

- | | |
|---------------------------|--|
| • Camahan Proctor & Cross | Civil Engineering |
| • MUEngineers, Inc. | Structural Engineering |
| • Delta G | Mechanical, Electrical, Plumbing Engineering |
| • The Bosch Group | Opinion of Probable Cost Estimating |
| • Hammond & Associates | Low Voltage Design |

The following describes the scope of each service by each Consultant included in this proposal:

Architecture:

(Prepared by BA Architecture)

Services shall include, overall project management and coordination between all sub-consultants, the City and the contractor; schematic through final architectural design and construction documents and specifications for the facility building including plans, sections and details; public presentations; City of Deerfield Beach Development Review application and approval process; coordination with the City's selected contractor and building department permitting assistance, construction administration and (one), 1-year warranty walkthrough.

Landscape Architecture:

(Prepared by BA Landscape Architecture)

Services shall include schematic through final landscape design and site planning; public presentations if needed; City of Deerfield Beach Development Review application and approval process (including CPTED if required); preparation of construction drawings, details and technical specifications, preparation of City of Deerfield Beach Tree Removal Application; building department permitting assistance; construction administration and a one-year warranty walkthrough.

Civil Engineering:

(Prepared by Carnahan Proctor & Cross)

The Scope of Services shall include comprehensive civil engineering services, including planning, design, permitting, and construction phase services, from initial regulatory approvals to final build-out. This scope includes site engineering, construction oversight, utility coordination, feasibility studies, stormwater management, permitting, utility management and operation assistance, water, wastewater, and reclaimed water services if needed. Deliverables will include Horizontal Control Plan, Site Civil Demolition Plans, Erosion Control Plans, Paving, Drainage, Pavement Marking and Signage Plans, Water and Sewer Plans (Civil Engineering Plans) for the construction of the Community Facility. These Civil Engineering plans will be based on the site plan to be prepared by the Client.

Structural Engineering:

(Prepared by MUEngineers)

Services shall include the structural design and preparation of construction drawings for the facility.

This program items that require a foundation or slab support shall be supported on spread foundations and/or slabs on grade. MUEngineers shall review the recommendations by the Geotechnical engineer after the soil investigations are performed and shall inform the City if the foundation recommendations differ from this assumption.

Mechanical, Electrical, Plumbing and Fire Protection (MEP) Engineering:

(prepared by Delta G. Consulting Engineers, Inc.)

Services shall include, design and preparation of MEP including:

Electrical Systems

- Power Company Coordination
- Site Area Lighting w/Photometrics & power distribution
- Lighting – Normal, Egress and Emergency Illumination to current code requirements
- Motion sensing exterior lighting
- Addressable Fire Alarm System
- Cable TV System
- CCTV/Security and Access Control systems with coordination with city and its vendors

Heating Ventilation and Air Conditioning

- HVAC Load Calculations and Florida State Energy Calculations
- Unit Sizing, Equipment Selections and Schedules for HVAC Systems
- Ductwork layout with distribution system
- Ventilation

Plumbing and Piping Systems

- Domestic Water Distribution and Sanitary Collection
- Roof Drainage with overflow drains
- Condensate Piping
- Low Flow fixtures with 120V power and battery backup
- Fire Sprinkler design is not included in our scope and assumed to be provided by the contractor's subcontractor for final City approval.

Opinion of Probable Cost Estimating:

(Prepared by The Bosch Group)

Services include an independent opinion of probable cost estimate submittal based on the approved Schematic Design, Design Development Documents, and the 50% Construction Drawings set. Services do not include an opinion of probable cost estimates for park improvements beyond those listed above.

Low Voltage Consulting:

(Prepared by Hammond & Associates)

Services include:

- Prepare Data Plans for the entire facility
- Provide plans to meet the Wi-Fi Access point requirements set forth.
- Prepare Security Plans for the CCTV cameras for new facility.
- Prepare Security plans that will include Distress Alarm, Burglar Alarm, Access Controls, and CCTV, as required.
- Prepare Low Voltage Riser Diagrams for the Communication systems.
- Prepare Details & Notes, where necessary

All work provided under Low Voltage shall also include the following:

- The engineering calculations, device layout, & construction documents shall be signed and sealed by a Professional Licensed Engineer
- Make all review submittals as required by the Prime Contract.
- Attend review meetings and incorporate review comments.
- Obtain all approvals, permits, etc., from applicable Federal, State and Local agencies having jurisdiction for the construction of the project.

PART II - SCOPE OF WORK

The tasks below are included in the original scope and fee and are mentioned as reference only. BA shall take the current design intent (Schematic Design) and complete the documentation and provide a permitted set of documents to the CRA based on the tasks below.

TASK 1.0 – SURVEY AND MAPPING (NOT USED)

- 1.1 Survey and Mapping** – BA shall prepare an updated boundary survey for the project. This is a requirement of the AHJ.

TASK 2.0 – PROJECT INITIATION

- 2.1 Design Intent / Kick-Off Meeting** – BA shall attend one (1) meeting with City representatives to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record-keeping standards, and communications with the City, distribution procedures, meeting dates, public commission notification, and preliminary and final submissions. BA shall prepare and distribute minutes of the kick-off meeting.
- 2.2 Design Team Kick-Off Meeting with City Staff & Preparation of Meeting Minutes** – BA shall conduct one (1) Team kick-off meeting with all sub-consultants listed above and City staff to discuss project goals, program components, organizational structure, and various assignments for each professional service. BA shall prepare and distribute minutes of the kick-off meeting.
- 2.3 Site Visit, Inventory, Analysis, and Assessment** – BA shall visit the site one (1) time with City representatives to discuss and observe key issues, opportunities, or constraints. While on-site, BA shall inventory surveyed trees. BA shall prepare and distribute a summary of observations and directions received.

TASK 3.0 – SCHEMATIC DESIGN / DRC / PLANNING AND ZONING APPROVALS

- 3.1 Schematic Design Drawings** – BA has provided a Schematic Design for the Facility which has been approved by the CRA Board and is the basis of design in moving forward.
- 3.2 Service provider and FPL Kick-off Meeting and Coordination** - BA shall attend two (2) meetings (one with each utility) to discuss the project's scope and program with representatives from ATT and FPL and establish a coordination plan for providing such utilities within the project. BA shall prepare and distribute minutes from the meetings.
- 3.3 Project Design Schedule Update** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 3.4 Schematic Design Review Meeting with P&Z & Preparation of Meeting Minutes** - BA shall attend one (1) meeting to discuss the schematic design drawings with the City. The City shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 3.5 Site Plan Approval Submittal and Follow-Up Process** – Based on the approved Schematic Design drawings and direction from the City, BA shall prepare and submit the appropriate drawings required for Development Review. BA shall attend one (1) DRC meeting to discuss comments. BA shall revise drawings that may be necessary for City approval.

TASK 4.0 – SUBSURFACE EXPLORATION & REPORTING (GEOTECHNICAL ENGINEERING) (NOT USED)

- 4.1 Subsurface Exploration & Reporting** – BA performed a Subsurface Report (Geotechnical). This information will be used in this project and is not included in the scope.

TASK 5.0 – DESIGN DEVELOPMENT

- 5.1 Design Development Drawings** – Based on comments and approval received on the schematic design, BA shall prepare and develop design development drawings. These documents shall further refine and articulate the project elements established in the schematic design phase.
- 5.2 Design Development Drawings Opinion of Probable Cost** – BA shall prepare and provide to the City an opinion of probable cost based on the approved Schematic Design. Design Development and Construction Document drawings. This information shall be provided to the City in an 8 ½" X 11" PDF format. This proposal includes one (1) revision to all the described submittals. Opinion of Probable Cost based on input from the City. Significant changes in the scope of work shall be considered additional services.

- 5.3 Project Design Schedule Update** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 5.4 Design Development Review Meeting & Preparation of Meeting Minutes** – BA shall attend one (1) meeting to discuss the design development drawing with the Client. The Client shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work.

TASK 6.0 – CONSTRUCTION DOCUMENTS

- 6.1 50% Construction Drawings** – Based on the approved final design, BA shall prepare 50% construction drawings including architectural plans and details, civil engineering plans and details, structural plans and details, mechanical, electrical, and plumbing plans and details, aquatic engineering plans and details, tree disposition plans and details and landscape plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" black and white PDF's.
- 6.2 50% Technical Specifications** – BA shall prepare 50% full-length MasterSpec format technical specifications of applicable Division 00 through Division 48 sections for the proposed improvements. This shall be provided to the City as 8 ½" X 11" black and white PDF's.
- 6.3 50% CD's Opinion of Probable Cost** – BA shall prepare and provide to the City an opinion of probable cost based on the approved Construction Documents drawings. This information shall be provided to the City in an 8 ½" X 11" PDF format.
- 6.4 50% Milestone Updated Project Design Schedule** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 6.5 50% Construction Drawings Review Meeting & Preparation of Meeting Minutes** – BA shall participate in one (1) review meeting with the City to discuss their comments on the 50% CD's. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed-to fee. BA shall prepare and distribute meeting minutes.
- 6.6 90% Construction Drawings** – Based on the approved final 50% CD's, BA shall prepare 90% construction drawings including civil engineering plans and details, structural plans and details, mechanical, electrical, and plumbing plans and details, aquatic engineering plans and details, tree disposition plans and details, landscape plans and details and irrigation plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" black and white PDF's
- 6.7 90% Technical Specifications** – BA shall prepare full-length MasterSpec format technical specification of applicable Division 00 through Division 48 sections for the proposed improvements. This shall be provided to the City as 8 ½" X 11" black and white PDF's.
- 6.8 90% Milestone Updated Project Design Schedule** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 6.9 90% Construction Drawings Review Meeting & Preparation of Meeting Minutes** – BA shall participate in one (1) review meeting with the City to discuss their comments on the 90% CD's. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed-to fee. BA shall prepare and distribute meeting minutes.

TASK 7.0 – FINAL CONTRACT DOCUMENTS

- 7.1 100% Construction Drawings** – Based on the approved final 90% CD's, BA shall prepare 100% construction drawings including architectural plans and details, civil engineering plans and details, structural plans and details, mechanical, electrical, and plumbing plans and details, aquatic engineering plans and details, tree disposition plans and details, landscape plans and details and irrigation plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" black and white PDF's.

- 7.2 100% Technical Specifications** – BA shall prepare full-length MasterSpec format technical specification of applicable Division 00 through Division 48 sections for the proposed improvements. This shall be provided to the City as 8 ½" X 11" black and white PDF's.
- 7.3 100% Construction Drawings Review Meeting & Preparation of Meeting Minutes** – BA shall participate in one (1) review meeting with the City to discuss their comments on the 100% CD's. BA shall prepare and distribute meeting minutes
- 7.4 Signed and Sealed CD's for Building Department Review Process** – BA shall provide the City with signed and sealed prints (24" X 36") of final 100% construction drawings for Building Department Review.
- 7.5 City of Deerfield Beach Building Department Permitting, Drawing Revisions & Comment Responses** – BA shall address building department comments including attending one (1) meeting, drawing revisions and written responses to comments.
- 7.6 Final CD's and Technical Specifications Issued for Construction** – BA shall provide the City with signed and sealed plans of the final 100% construction drawings and specifications.

TASK 8.0 – BIDDING AND AWARD

- 8.1** The BA Team shall provide all documentation required / requested for the bidding of the project to the City. The documentation will assist the City to procure a contractor for the construction of the Sullivan Facility.

TASK 9.0 – CONSTRUCTION ADMINISTRATION SERVICES

- 9.1 Submittal Review** – BA shall review and comment on shop drawings, samples, and other data and reports, which the selected Contractor is required to submit for review. BA shall return review submittals to Contractor within fourteen (14) business days after receipt. This review shall only be for conformance with the design intent of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange or Procore).
- 9.2 Responses to RFI's** – BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the contractor or City. BA shall return RFI's to Contractor or City within ten (10) business days after receipt. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange or Procore).
- 9.3 Pay Application Review** – BA shall review and comment on up to fourteen (14) pay applications provided by the contractor.
- 9.4 Site Visits/Field Reports and Construction Coordination Meetings (28 Total)** – For the duration of the assumed fourteen (14) month construction period, BA shall perform site visits and/or attend site construction meetings (1) once each month during the period of construction. During these site visits or meetings, BA shall become familiar with the progress and quality of the contractor's work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall not be responsible for scheduling or coordinating meetings with the Contractor or for producing minutes afterward. The number of construction visits/onsite meetings by discipline during the anticipated 14-month construction period is as follows:

• Project Management/ Architecture	14
• Landscape Architecture	1
• Civil Engineering	3
• Electrical Engineering	2
• Structural Engineering	2

All site meetings noted above are included in the 14 site visits for the project during construction. Should the construction period extend beyond 14 months, at no fault of BA or our sub-consultants, BA shall negotiate additional services for continued CA Services for the extended construction period.

9.5 Substantial Completion Walkthrough & Punch-List Preparation – BA shall visit the site one (1) time with the City to conduct a substantial completion walkthrough to determine if the completed work by the contractor is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Meetings Task.

9.6 Final Completion and Walkthrough – BA shall visit the site one (1) time with the City to conduct/complete a final Completion walkthrough to determine if the completed work by the Contractor is in general accordance with contract documents and that all punch-list items have been resolved. BA shall provide a final completion notice to the City once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Meetings Task. Additional walkthroughs required due to the Contractor's inability to complete all punch list items the first time shall be provided as an additional service for an agreed-to fee.

PART III - COMPENSATION

Tasks 1.0 through 9.0 –Additional Services and Specialty Consultant Services – The BA shall invoice the City a lump sum (LS) fee for Tasks 1.0 through 9.0 along with the specialty consultant fees as follows:

TASK	1.0	SURVEY AND MAPPING	\$0	LS
TASK	2.0	PROJECT INITIATION	\$705	LS
TASK	3.0	SCHEMATIC DESIGN	\$11,170.00	LS
TASK	4.0	SUBSURFACE EXPLORATION & REPORTING	\$0	LS
TASK	5.0	DESIGN DEVELOPMENT	\$ 73,040	LS
TASK	6.0	CONSTRUCTION DOCUMENTS	\$ 89,905.00	LS
TASK	7.0	FINAL 100% CONTRACT DOCUMENTS	Inc. Task 6.0	LS
TASK	8.0	BIDDING & PROCUREMENT	\$ 12,323.00	LS
TASK	9.0	CONSTRUCTION ADMINISTRATION SERVICES (14 MONTHS)	\$68,715.00	LS
SUB TOTAL			\$255,858.00	
SPECIALIZED CONSULTANTS				
AQUARIUM DESIGN (REEF AQUARIA)			\$30,000.00	LS
GRAND TOTAL			\$285,858.000	

Below is the **previously** approved scope of work which includes the approved fees.

TASK	1.0	SURVEY AND MAPPING	\$8,500.00	LS
TASK	2.0	PROJECT INITIATION	\$5,744.50	LS
TASK	3.0	SCHEMATIC DESIGN	\$47,604.00	LS
TASK	4.0	SUBSURFACE EXPLORATION & REPORTING	\$7,270.00	LS
TASK	5.0	DESIGN DEVELOPMENT	\$ 43,565.50	LS
TASK	6.0	CONSTRUCTION DOCUMENTS	\$ 80,177.00	LS
TASK	7.0	FINAL 100% CONTRACT DOCUMENTS	Inc. Task 6.0	LS
TASK	8.0	BIDDING & PROCUREMENT	\$ 7,008.50	LS
TASK	9.0	CONSTRUCTION ADMINISTRATION SERVICES (14 MONTHS)	\$ 56,622.00	LS
SUB TOTAL			\$256,491.50	

SPECIALIZED CONSULTANTS		
WAYFINDING (DGA)	\$7,900.00	LS
COST ESTIMATE (THE BOSCH GROUP)	\$11,720.00	LS
GRAND TOTAL	\$276,112.00	

PART IV - SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service if requested:

1. Special structural inspections
2. Revit or BIM services (beyond the buildings)
3. 3D renderings, sketch up models or videos
4. Any permitting Fees
5. 100% Opinion of Probable Cost Estimates
6. Material testing (concrete cylinders shall be by the contractor)
7. Updated rendered site plans after the Schematic Design plans are provided to the City
8. The following design of any specialty engineered items shall be the responsibility of the contractor and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer.
9. Structural design of sheathing, shoring, scaffolding, formwork, temporary bracing, and other means and methods related design which is the responsibility of the contractor.
10. Traffic Studies or traffic signal design
11. Additional Meetings to the meetings described above
12. Land-use changes, rezoning or special use permits
13. Expert testimony
14. Aerial Photographs
15. Any permitting associated with wetland impacts, protected species, or hazardous materials
16. Any testing by BA on environmental requirements
17. Dewatering plan or an engineering control and maintenance plan by BA or E Sciences
18. On-site observation during construction
19. MOT plans (to be provided by contractor)