



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

Regular Meeting Community Redevelopment Agency

Tuesday, August 11, 2026

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: June 9, 2026

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 11, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/84799931239?pwd=aXjQ0v1GhKCKrbSRVBH9O8e8K3ZDQW.1>

Join Zoom Meeting via telephone by dialing

Call-in Number: (305) 224-1968

Meeting ID: 847 9993 1239#

Participant ID: #

Passcode: 108188#

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 2026/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving and authorizing execution of an agreement with ER Tech Systems Group, Inc., d/b/a Broadcast Systems for the purchase and installation of a building access control system for the MODS Deerfield Beach Nature Center in an amount not to exceed \$49,211.80, utilizing the terms of GSA Contract No. GS-07F-173GA; providing for an effective date. (Funds from Account #190-500-520-5200-000-55200-506304 - Infrastructure and Capital Improvements)**
Suggested Action: CRA Board to vote on Resolution
Attachment: ER Tech Systems Group, Inc.
2. **CRA Resolution 2026/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving and authorizing execution of a work authorization with Bermello Ajamil & Partners, Inc., for extended construction administration services for the MODS Deerfield Beach Nature Center Project in an amount not to exceed \$35,400.00; providing for implementation and an effective date. (Funds from Account #190-500-520-5200-000-55200-506304 - Infrastructure and Capital Improvements)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Bermello Ajamil & Partners, Inc.
3. **Presentation regarding the proposed Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget.**
Suggested Action: Motion on decision of CRA Board
Attachment: FY27 Proposed Budget

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, August 25, 2026

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, June 9, 2026

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Todd Drosky at 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Tom Plaut
Mr. Ben Preston
Mr. Daniel Shanetzky
Vice Chair Michael Hudak
Chair Todd Drosky

Also Present:

Deputy City Manager Eric Power
City Attorney Anthony Soroka
City Clerk Heather Montemayor - via Zoom

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - March 10 & 31, 2026.

MOTION was made by Vice Chair Hudak, seconded by Mr. Plaut, to approve the March 10 & 31, 2026 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

APPROVAL OF AGENDA

June 9, 2026

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

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

GENERAL ITEMS

1. Presentation by Xavier Cortada, Deerfield Beach Stars, regarding Public Art and Civic Engagement Initiative.

Michael Chen, CRA Director, stated that he has been working to develop a branding initiative to help support and drive activities along the S-Curve. Thereafter, he introduced Xavier Cortada, who presented various branding options and visions for the area.

Mr. Cortada, Cortada Studios, provided a brief overview of his background and professional credentials. Further, he highlighted a PowerPoint presentation outlining his vision for developing a branding strategy for the S-Curve, which includes the creation of a signature medallion piece, mural, sculpture, and clay art installations intended to establish a unique identity and strengthen the area's sense of place. Thereafter, he briefly described each proposed art installation, including sea star-themed lamp posts, painted bollards topped with sea stars, a sea star mural, and a vertical figure-eight sculpture featuring a QR code explaining its significance, the area's elevation of eight feet above sea level, and a map of Deerfield Beach. Mr. Cortada stated that the project has also been commissioned by Broward County's Art in Public Places Department. He explained that he visited 20 schools this year, where he collaborated with students to create murals and other works of art. Thereafter, he displayed examples of public art installations completed in other communities and explained how QR codes can make public art interactive and participatory by providing visitors with additional information and context. Mr. Cortada explained that his goal is to harness the power of art and the environment to help make the State of Florida more resilient. Thereafter, he displayed a map outlining the various locations for the art installations.

Continuing, Mr. Cortada outlined the preliminary budget, 55-foot-tall light pole sea stars - \$35,000; engineering for tall light pole sea stars - \$5,000; 40 small light post transformations - \$50,000; underwater elevation sculpture - \$50,000; sea star ceramic tile mural - \$36,000; activation package - \$14,000; project management - \$27,750; contingency - \$10,887.50; for a total project cost of \$228,637.50. Thereafter, he outlined the project's preliminary timeline and recommended incorporating opportunities for public input throughout the planning and implementation process. Lastly, should the Board wish to move forward with the project, he would work with staff to refine the scope and proposed locations, seek input from the Public Art Committee, develop a final project package, and return with refined site locations, conceptual renderings, a proposed budget, and an implementation plan.

Vice Chair Hudak stated that incorporating public art along the beach has been one of his goals since 2019. Further, this is the first project he has seen that aligns with the City's vision, noting that its educational component makes it particularly meaningful.

Mr. Plaut expressed his support for involving the community throughout the project's development process. Thereafter, he provided a brief overview of the significance of the sea star and its connection to the proposed branding concept.

In response to Mr. Preston's question, Mr. Cortada replied that the sea star installations would not be illuminated; however, he believes the existing pole lights will enhance the artwork and create shadows and silhouettes that contribute to the overall visual experience. Further, he said additional lighting options could be explored during the next phase in the process.

Mr. Shanetzky expressed his support for the proposed project and emphasized the importance of community involvement throughout the process. Thereafter, he recommended considering the incorporation of terns and turtles into the overall design concept.

In response to Chair Drosky's question, Mr. Chen replied that funding is currently unavailable in this fiscal year's budget; however, he hopes to have a proposal prepared prior to discussions regarding the Fiscal Year 2027 budget.

Mr. Shanetzky recommended exploring a funding mechanism through the Florida Inland Navigation District (FIND) Program.

In response to Mayor Drosky's question, Mr. Chen replied that the primary objective of the FIND is the maintenance of waterways. Further, he agreed that the funding allocations for the current year have already been distributed and, at this time, there are no future projects proposed for consideration.

ADMINISTRATION

None.

BOARD COMMENTS**DISTRICT 1**

International Fishing Pier - Vice Mayor Hudak requested that a display board be incorporated at the Pier highlighting the achievements and accomplishments of the City's Ocean Rescue Department.

Michael Chen, CRA Director, stated that this request can be accomplished.

Mayor Drosky recommended that Vice Mayor Hudak bring forward this item for consideration during the upcoming budget discussions.

Thereafter, the Board concurred with Vice Mayor Hudak's request.

DISTRICT 2 - None.

DISTRICT 3

Parking Study - Mr. Shanetzky recommended that a parking study be conducted, noting that additional parking considerations will be necessary to support the new museum.

DISTRICT 4 - None.

MAYOR - None.

PUBLIC COMMENT

Marcia Wehr, 500 SE 21st Avenue, Deerfield Beach, expressed support for public art and suggested incorporating dolphins into the proposed design concept.

Marcia Fernandez, 500 SE 21st Avenue, Deerfield Beach, expressed support for issuing a Request for Proposals (RFP) for dolphin-themed public art.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on common area maintenance (CAM) fees at the Cove Shopping Center and expressed concerns regarding the associated costs. Thereafter, he inquired as to when the Board would be making decisions regarding future projects.

ADJOURNMENT

MOTION was made by Vice Chair Hudak, seconded by Mr. Preston, to adjourn the meeting at 8:07 p.m. Voice Vote:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

TODD DROSKY, CHAIR

Heather Montemayor, Clerk



Community Redevelopment Agency Meeting - August 11, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, August 11, 2026, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum 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 August 11, 2026, 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 August 11, 2026 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. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom,** which now requires participants to authenticate before joining meetings. Please follow the steps below to ensure you can access the meeting without delay.

Before the Meeting

- Ensure you have a Zoom account. **You can sign up for free.**
- Download or update the Zoom application at www.zoom.us if you do not already have it.

Joining the Meeting

1. Click the Zoom meeting link provided below.
2. When prompted, **sign in to your Zoom account.**
3. If you are not already signed in, Zoom will redirect you to log in.
4. After signing in, you will automatically be admitted to the meeting.

- a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on August 11, 2026.

- i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84799931239?pwd=aXlQ0v1GhKCKrbSRVBH9O8e8K3ZDQW.1>
 - 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: (305) 224-1968, Meeting ID: 847 9993 1239#, Participant ID: #, Passcode: 108188#

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 via Zoom, please complete the attached comment card, and e-mail it to the City Clerk at web.clerk@deerfieldbeachfl.gov prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

- 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” which is located at the bottom of the screen under the “reactions” 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.



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____

Public Comment: (Circle one) YES/NO

If you wish to address the City Commission, please provide the below required information:

Name: _____

Address: _____

You may also provide the following optional information, so staff may contact you, if necessary:

Phone and/or E-mail Address (optional): _____

***NOTE: You have 3 minutes to speak. TIME IS NOT TRANSFERRABLE.**

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that no comments shall be made related to the personal life, or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-450

Agenda Date: 8/11/2026

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2026/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving and authorizing execution of an agreement with ER Tech Systems Group, Inc., d/b/a Broadcast Systems for the purchase and installation of a building access control system for the MODS Deerfield Beach Nature Center in an amount not to exceed \$49,211.80, utilizing the terms of GSA Contract No. GS-07F-173GA; providing for an effective date. (Funds from Account #190-500-520-5200-000-55200-506304 - Infrastructure and Capital Improvements)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$49,211.80

Account Name: Infrastructure and Capital Improvements

Account Number: 190-500-520-5200-000-55200-506304

Background/History

Construction of the MODS Deerfield Beach Nature Center is nearing completion and an access control system is necessary to provide for adequate security and access control. For the access, security, and maintenance of this building, the access system must be compliant with the building access systems of all other city-owned buildings. The access system includes the keypad/card swipe readers at the doors, the various hardware elements that comprise the system, and the operating software to link this building's access system with the City's central access control center.

Current Activity

The wiring and mounting boxes for the keypad/card swipe panels were installed as part of the construction contract with Shiff. However, the keypad/card swipe readers, the supporting hardware elements, and the operating software are provided by the owner due to the technical specifications required to link with the City's central access control center. The CRA is seeking a contract with ER Tech Systems Group, Inc. d/b/a Broadcast Systems ("Broadcast Systems") to provide and install the System, utilizing the terms of the competitively procured General Services Administration Contract No. GS-07F-173GA. The System equipment and software specifications were reviewed and approved by the City's Chief Information Officer.

Recommendation

Staff recommends that the CRA Board approve an agreement with Broadcast Systems for the keypad/card swipe readers at the doors, the various hardware elements that comprise the system, and the operating software to link this building's access system with the City's central access control center, utilizing the terms of the GSA Contract in an amount not to exceed \$49,211.80.

CRA RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH ER TECH SYSTEMS GROUP, INC., D/B/A BROADCAST SYSTEMS FOR THE PURCHASE AND INSTALLATION OF A BUILDING ACCESS CONTROL SYSTEM FOR THE MODS DEERFIELD BEACH NATURE CENTER IN AN AMOUNT NOT TO EXCEED \$49,211.80, UTILIZING THE TERMS OF GSA CONTRACT NO. GS-07F-173GA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the CRA Board previously approved the construction of a new facility at Sullivan Park to accommodate a marine science center to expand the experience of children and families while visiting Sullivan Park; and

WHEREAS, the CRA Board approved the name of the new facility as the MODS Deerfield Beach Nature Center (the “Nature Center”); and

WHEREAS, construction of the Nature Center is nearing completion and an access control system is necessary to provide for adequate security and access control; and

WHEREAS, the wiring and mounting boxes for the keypad/card swipe panels were installed as part of the construction contract for the Nature Center; however, the keypad/card swipe readers, the supporting hardware elements, and the operating software were to be provided by the CRA due to the technical specifications required to link the elements with the City’s central access control center; and

WHEREAS, the access control system includes the keypad/card swipe readers at the doors, the various hardware elements that comprise the system, and the operating software to link the Nature Center’s access system with the city’s central access control center (collectively, the “System”); and

WHEREAS, the CRA is seeking to contract with ER Tech Systems Group, Inc. d/b/a Broadcast Systems (“Broadcast Systems”) to provide and install the System, utilizing the terms of the competitively procured General Services Administration Contract No. GS-07F-173GA (the “GSA Contract”); and

WHEREAS, the Procurement Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies; and

WHEREAS, Broadcast Systems has provided the CRA with a proposal to provide the and install the System based upon the terms of the GSA Contract in an amount not to exceed \$49,211.80; and

WHEREAS, staff has confirmed that the GSA Contract is in effect; and

WHEREAS, CRA staff recommends that the CRA Board approve an Agreement with Broadcast Systems for the purchase and installation of the System, utilizing the terms of the GSA Contract in an amount not to exceed \$49,211.80 (the “Agreement”).

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 of this Resolution.

Section 2. The CRA hereby approves the Agreement with Broadcast Systems for the purchase and installation of the System for the Nature Center, utilizing the terms of the GSA Contract in an amount not to exceed \$49,211.80.

Section 3. The CRA Director is hereby authorized to execute the Agreement with Broadcast Systems for the System in an amount not to exceed \$49,211.80, utilizing the terms of the GSA Contract, together with such additional 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 _____, 2026.

TODD DROSKY, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

ESTIMATE

ER Tech Systems Group Inc.
2450 NW 36th Street
Ste 1A
Pompano Beach, FL 33073

admin@broadcastsystemsinc.com
+1 (561) 578-4964
www.broadcastsystemsinc.com



City of Deerfield Beach:CRA:Deerfield Beach CRA New Building

Bill to

Ashlee Temple
City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Ship to

Ashlee Temple
City of Deerfield Beach
CRA
1601 E Hillsboro Blvd
Deerfield Beach, FL 33441

Estimate details

Estimate no.: 9508
Estimate date: 03/05/2026
Expiration date: 08/31/2026

Sales Rep: David Rashkin

#	Product or service	Description	Qty	Rate	Amount
1.		GSA Contract #GS-07F-173GA			
2.		Access Control Labor and Equipment			
3.	AC-LSP-16DR-MER	Sixteen Door Mercury Single Voltage Integrated Power System supporting one AC-MER-CONT-2DR with Seven AC-MER-CON-MR52 (Mercury hardware sold separately). Includes painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws and a 150 watt 12V/12A or 24V/6A power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to Mercury boards and auxiliary equipment. The power supply features dual outputs; form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 20" x 24" x 6.5" with door lock; tamper switch and two (2) keys. Weight 25 lb.(LifeSafety Power Part Number: FPO150-D8PE4M1)	1	\$751.24	\$751.24

4.	AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2- Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	1	\$630.1599913	\$630.16
5.	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	5	\$1,145.171355	\$5,725.86
6.	AC-HID-READER-SIGNO-40KNKS-00-000000	Signo40K; Wall mount w/Keypad; 13.56mHz &125kHz; OSDP/Wiegand; Pigtail; Mobile Ready; BLE	8	\$458.88	\$3,671.04
7.	Master Tech (GSA)	Master Technician (GSA)	160	\$121.91	\$19,505.60
8.	System Design Engineer(GSA)	System Design Engineer (GSA)	32	\$121.91	\$3,901.12
9.	Project manager (GSA)	Project manager (GSA)	24	\$121.91	\$2,925.84
	Subtotal	Subtotal			\$37,110.86
10.		Open Market Items			
11.	AC-SW-LIC-16RCU-6-P	Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual	1	\$1,824.1733091	\$1,824.17
12.	Job Materials	AccCableess Control	3	\$660.00	\$1,980.00
13.	Job Materials	Access Control Door Hardware	8	\$850.00	\$6,800.00
	Subtotal	Subtotal			\$10,604.17

Subtotal	\$47,715.03
Sales tax	\$1,496.77

Note to customer

All estimates are inclusive of materials and completion of labor known at the time of site inspection. If extra materials and hours are required after work has begun, Broadcast Systems will inform the customer as soon as this knowledge is obtained. Once approved, a 50% deposit is required for work to begin. We do accept credit cards for payment. However, there will be a charge of 3.5% of the total purchase. Permitting, design, and engineering fees will be billed at cost plus. 2%

Total

\$49,211.80

Expiry date

08/31/2026

Accepted date

Accepted by



ER Tech Systems Group Inc.

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system.

The Internet address for GSA Advantage! is: <http://www.gsaadvantage.gov>

MAS – Multiple Award Schedule

FSC CLASS: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response

CONTRACT: GS-07F-173GA
VALID: 09/01/2022 – 08/31/2027

Contractor: ER Tech Systems Group Inc.
Dba: Broadcast Systems

Address: 290 SW 12th Avenue, Suite 1
Pompano Beach, FL 33069
Office: (561) 578-4964
Fax: (561) 658-0360
Website: www.broadcastsystemsinc.com
Email: GSA@broadcastsystemsinc.com

Point of Contact: Nicholas Ehr
nick@broadcastsystemsinc.com

Contract Admin: Nicholas Ehr
nick@broadcastsystemsinc.com

Pricelist is effective as of Modification# PS-0115 dated 02/25/2025

GSA AWARDED TERMS AND CONDITIONS

1a. AWARDED SINS:

334512 – Total Solution Support Products for Facilities Management Systems/Subject to Cooperative Purchasing

541330L – Security System Integration, Design, Management, and Life Cycle Support/Subject to Cooperative Purchasing

334290L – Physical Access Control Systems (PACS)/Subject to Cooperative Purchasing

561210SB– Smart Buildings Systems Integrator/Subject to Cooperative Purchasing

OLM – Order-Level Materials

1b. LOWEST PRICE MODEL: N/A

1c. HOURLY RATES: See pricelist

2) MAX ORDER THRESHOLD:

334512 - \$250,000

541330L - \$250,000

334290L - \$250,000

561210SB - \$1,000,000

3) MINIMUM ORDER THRESHOLD: No minimum order.

4) GEOGRAPHIC COVERAGE:

334512 - Worldwide

541330L – 48 States, DC

334290L - Worldwide

561210SB - 48 States, DC

5) POINT OF PRODUCTION: Contact contract administrator for a complete list of production points.

6) BASIC DISCOUNT FROM LIST: Prices shown are net discount.

7) VOLUME DISCOUNT: Contact contract administrator for volume discount.

8) PROMPT PAYMENT DISCOUNT: None

9) FOREIGN ITEMS: All products are in compliance with the Trade Agreements Act.

10a. TIME OF DELIVERY: Standard Delivery: 60 Days ARO

10b. EXPEDITED DELIVERY: Contact Administrator for Rates

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact Administrator for Rates

10d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to effect a faster delivery.

10) FOB POINT: FOB Destination, Shipping included in price

12a. Ordering address – Same as contractor address

12b. Ordering Procedures - For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

13) PAYMENT ADDRESS: 290 SW 12th Avenue, Suite 1, Pompano Beach, FL 33069

14) WARRANTY PROVISION: Contact contract administrator for warranty information.

15) EXPORT PACKING CHARGES: N/A

16) TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A

17) TERMS AND CONDITIONS OF INSTALLATION: N/A

18a. TERMS AND CONDITIONS OF REPAIR PARTS: N/A

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: N/A

19) LIST OF SERVICES DISTRIBUTION POINTS: N/A

20) LIST OF PARTICIPATING DEALERS: N/A

21) PREVENTATIVE MAINTENANCE: N/A

22a. SPECIAL ATTRIBUTES: N/A

22b. SECTION 508: N/A

23) UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: [ZHWNWBDGW1N1](#)

24) NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an active registration in the System for Award Management (SAM) database.

SERVICE PRICE LIST

561210SB

Project Manager	Per Hour	\$121.91
Labor rate for Project Manager		

Master Technician	Per Hour	\$121.91
Labor rate for installation & services		
Access Control and Surveillance Systems		

System Design Engineer	Per Hour	\$121.91
Labor rate for design & programming		

541330L

Project Manager	Per Hour	\$121.91
Labor rate for Project Manager		

Master Technician	Per Hour	\$121.91
Labor rate for installation & services		
Access Control and Surveillance Systems		

System Design Engineer	Per Hour	\$121.91
Labor rate for design & programming		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-454

Agenda Date: 8/11/2026

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2026/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving and authorizing execution of a work authorization with Bermello Ajamil & Partners, Inc., for extended construction administration services for the MODS Deerfield Beach Nature Center Project in an amount not to exceed \$35,400.00; providing for implementation and an effective date. (Funds from Account #190-500-520-5200-000-55200-506304 - Infrastructure and Capital Improvements)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$35,400.00

Account Name: Infrastructure and Capital Improvements

Account Number: 190-500-520-5200-000-55200-506304

Background/History

The role of the project architect in construction is crucial for the success of any building project. Architects are responsible for the design, planning, and review/approval of the contractor's monthly draw request, ensuring that design requirements are met. In the CRA Update regarding the Nature Center project for the week ending December 24, 2025, the CRA Executive Director advised, "It is not unusual at this stage of construction to identify minor design flaws..." This statement has been proven correct, with late changes required for several significant design elements, such as: identifying that the FPL transformer was installed outside the utility easement; revising the design and installation of the stairs/terrace railing system; and developing a solution for the discovered drainage intrusion from Sullivan Park.

Current Activity

B&A's latest construction administration work authorization expired at the end of May. This B&A proposal for extended construction administration services for the Project covers 4 months from June 1, 2026 to September 30, 2026, at \$8,850.00 per month. B&A's continued service is required to secure the Certificate of Occupancy (CO) that will end the project construction.

Recommendation

Staff recommends that the CRA Board approve the Bermello Ajamil & Partners proposal for extended architectural services associated with the construction of the MODS Deerfield Beach Nature Center, for \$8,850.00 per month, totaling \$35,400.00.

CRA RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING EXECUTION OF A WORK AUTHORIZATION WITH BERMELLO AJAMIL & PARTNERS, INC., FOR EXTENDED CONSTRUCTION ADMINISTRATION SERVICES FOR THE MODS DEERFIELD BEACH NATURE CENTER PROJECT IN AN AMOUNT NOT TO EXCEED \$35,400.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the CRA Board previously directed CRA staff to provide for the design of the proposed new facility at Sullivan Park to accommodate a potential marine science center to expand the experience of children and families while visiting Sullivan Park (the “Sullivan Park Facility”); and

WHEREAS, on August 8, 2020, the CRA Board approved an Agreement (the “Agreement”) with Bermello, Ajamil & Partners, Inc. (“Bermello”) for architectural design services for the Sullivan Park Facility pursuant to RFQ No. 20-27-PC; and

WHEREAS, on February 11, 2025, the CRA Board approved a work authorization with Bermello for additional design services to have the then existing building plans updated to reflect plan modifications and incorporate them into the construction drawings and incorporate additional months of construction administration services for the Sullivan Park Facility project, which has since been named the MODS Deerfield Beach Nature Center, (the “Project”); and

WHEREAS, the Agreement and prior work authorization contemplated and included Bermello performing construction administration services for the Project through May 30, 2026; and

WHEREAS, there were Project delays during construction of the Project, including delays associated with identifying that the subject FPL transformer was installed outside the utility easement, revising the design and installation of the stairs/terrace railing system, and developing a solution for the discovered drainage intrusion from Sullivan Park; and

WHEREAS, due to the aforementioned circumstances, it is necessary to have Bermello continue to provide construction administration services for the Project for an additional four-month period from June 1, 2026 through September 30, 2026 (the “Additional Services”); and

WHEREAS, Article 6 of the Agreement provides for additional services and changes in the Scope of Services; and

WHEREAS, CRA staff has negotiated a proposal with Bermello, attached as Exhibit “A” to the Work Authorization, in the amount of \$35,400.00 for the four months of Additional Services; and

WHEREAS, CRA staff recommends the CRA approve and authorize execution of Work Authorization with Bermello, attached as Exhibit “1,” for the Additional Services for the Project pursuant to the terms of the Agreement and the attached Work Authorization, in an amount not to exceed \$35,400.00 (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 of this Resolution.

Section 2. The CRA hereby approves the Work Authorization with Bermello, attached as Exhibit “1,” for the Additional Services in an amount not to exceed \$35,400.00.

Section 3. The CRA Chair and Executive Director are hereby authorized to execute the Work Authorization with Bermello, attached as Exhibit “1,” for the Additional Services in an amount not to exceed \$35,400.00, together with such additional terms as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The appropriate CRA officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

WORK AUTHORIZATION

BETWEEN

THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

AND

BERMELLO AJAMIL AND PARTNERS, INC.

FOR PROFESSIONAL SERVICES

This Work Authorization (the "Work Authorization") is entered into as of June 1, 2026, by and between City of Deerfield Beach Community Redevelopment Agency (the "CRA"), 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 entered into an Agreement for architectural design services for the Sullivan Park Facility Project, dated August 25, 2020, pursuant to RFQ #20-27-PC, (the "Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, on February 11, 2025, the CRA and Consultant entered into a work authorization for Consultant to provide additional design services and construction documents for the Sullivan Park Facility Project, which has since been named the MODS Deerfield Beach Nature Center (the "Project"); and

WHEREAS, the Agreement and prior work authorization contemplated and included Consultant performing construction administrative services for the Project through May 30, 2026; and

WHEREAS, due to Project delays during the construction of the Project, it is necessary to have Consultant continue to provide construction administration services for the Project for an additional four-month period from June 1, 2026 through September 30, 2026 (the "Additional Services") in accordance with Article 6 of the Agreement entered into by the CRA and Consultant; and

WHEREAS, the CRA and the Consultant desire to enter into this Work Authorization for the Consultant to extend the time frame for the additional construction administration services from June 1, 2026 to September 30, 2026 in an amount not to exceed \$35,400.00.

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 Agreement, 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 Additional Services to be performed by Consultant, the CRA agrees to pay Consultant an amount not-to-exceed \$35,400.00 for the additional services outlined 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 as of June 1, 2026, and shall remain in effect until September 30, 2026 (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
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 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 Contract, the terms of the 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 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 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 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 **HUMAN TRAFFICKING AFFIDAVIT**

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20 **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 21 **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 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 22

SCRUTINIZED COMPANIES

- 22.1 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.
- 22.2. 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.
- 22.3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 22.4. 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 23

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.

**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 _____, 2026.

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 _____, 2026.

EXHIBIT "A"
CONSULTANT'S PROPOSAL



- ARCHITECTURE
- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- INTERIOR DESIGN
- CONSTRUCTION SERVICES

08/04/2026 (Revision #4)

Mr. Michael Chen
Executive Director - Deerfield Beach CRA
150 NE 2nd Avenue
Deerfield Beach, FL 33441

RE: Additional Service Request #07 for the City of Deerfield Beach Sawgrass to Seagrass Facility

BA is pleased to be working with the *Deerfield Beach Community Redevelopment Agency* (DBCRA) and the *Museum of Discovery and Science* (MODS) in the Sawgrass to Seagrass Project. We value our working relationship and look forward to the successful delivery of the project.

In response to the latest available construction schedule, we are pleased to submit this proposal for **extended Construction Administration services** beyond the contracted period to ensure continued support through project completion.

In accordance with our latest amended contract, the CA fees were calculated based on a 17-month construction schedule (January-2025 through May-2026).

Starting June 1st, 2026, our CA services required a new contract extension, followed by proportional additional compensation. Based on the current Construction Schedule, the approximate finish date is end of September-2026, meaning at least 4 additional months.

The included scope of work for Construction Administration (CA) phase is outlined in the executed Original Agreement, Task #9. For easier context, the timeline below denotes the previous negotiations for CA services to date:

- Original Agreement: 14 months from the NTP (January-2025 to February-2026).
- Executed A.S.#4: additional 3 months, for a total of 17 months (CA extended to May-2026)
- **Proposed A.S.#7: additional 4 months, for a total of 21 months (CA extended to September-2026)**

Executed Original Agreement	Executed A.S. #4	Proposed A.S. #7
14 months	+3 months	+4 months
(01/25) (02/25) (03/25) (04/25) (05/25) (06/25) (07/25) (08/25) (09/25) (10/25) (11/25) (12/25) (01/26) (02/26)	(03-26) (04-26) (05-26)	(06-26) (07-26) (08-26) (09-26)
01 02 03 04 05 06 07 08 09 10 11 12 13 14	15 16 17	18 19 20 21

Extended CA services for the following disciplines are included in this proposal:

- Architecture.....\$7,650 / month
- Civil Engineering\$500/ month
- Structure\$350 / month
- MEP.....\$350 / month
- **TOTAL \$8,850 / month**

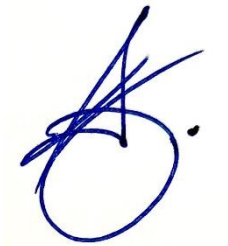
We are pleased to submit a **Lump Sum** fee for the above-described work in the amount of **\$35,400.00**, charged at a fixed rate of \$8,850.00 per month (**\$8,850 x 4 additional months = \$35,400**) for the duration of construction.

Should the Construction Schedule extends beyond this projection (meaning beyond Sept-2026), BA's CA services can be provided at the same fixed monthly rate negotiated in this agreement.

If the terms of this Additional Service are acceptable, please provide written notice to proceed and an executed Supplemental Agreement for our records.

Sincerely,

Approval



Date **08/04/2026**

Luiz Zorato
Senior Project Manager

Michael Chen

Executive Director
Deerfield Beach CRA
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Email: mchen@deerfieldbeachfl.gov M: 954-779-9578

Date _____

Agustin Barrera
Discipline Leader

Date **08/03/2026**

CRA RESOLUTION NO. 2020/007

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH BERMELLO, AJAMIL & PARTNERS, INC., FOR ARCHITECTURAL DESIGN SERVICES FOR THE SULLIVAN PARK FACILITY, IN AN AMOUNT NOT TO EXCEED \$276,122.00; AUTHORIZING EXECUTION OF AN AGREEMENT WITH BERMELLO, AJAMIL & PARTNERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Request for Qualifications #20-27-PC (the “RFQ”) to solicit architectural services for the planned Sullivan Park Facility; and

WHEREAS, the Evaluation Committee was unanimous in their decision to make a recommendation to the CRA Board to approve the Evaluation Committee rankings, with Bermello, Ajamil & Partners, Inc. (“Bermello”) as the most qualified and top ranked firm (the “Rankings”); and

WHEREAS, on June 9, 2020, the Board approved the Rankings, with Bermello as the most qualified first ranked proposer, and directed staff to move forward with contract negotiations with Bermello; and

WHEREAS, CRA staff has negotiated a proposal from Bermello for the design, permitting, and construction administration for the Sullivan Park Facility (the “Services”) in an amount not to exceed \$276,122.00; and

WHEREAS, CRA staff recommends the CRA approve and authorize execution of an agreement with Bermello, attached as Exhibit “A,” for the Services in an amount not to exceed \$276,122.00 (the “Agreement”).

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

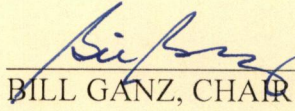
Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CRA hereby approves an Agreement with Bermello, attached as Exhibit “A,” for the Services in an amount not to exceed \$276,122.00.

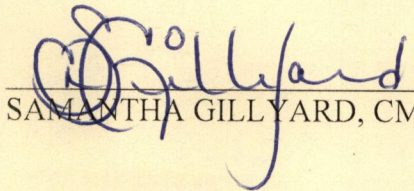
Section 3. The CRA Chair and Director are hereby authorized to execute an Agreement with Bermello, attached as Exhibit “A,” for the Services in an amount not to exceed \$276,122.00, together with such terms as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

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

PASSED AND ADOPTED THIS 11TH DAY OF AUGUST, 2020.


BILL GANZ, CHAIR

ATTEST:


SAMANTHA GILLYARD, CMC, CLERK

AGREEMENT

Between

CITY OF DEERFIELD BEACH, COMMUNITY REDEVELOPMENT AGENCY (CRA)

and

BERMELLO, AJAMIL & PARTNERS, INC.

for

ARCHITECTURAL SERVICES FOR SULLIVAN PARK FACILITY
RFQ #20-27-PC

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS AND IDENTIFICATIONS	2
2. PREAMBLE	3
3. SCOPE OF SERVICES	3
4. TERM AND TIME OF PERFORMANCE	5
5. COMPENSATION AND METHOD OF PAYMENT	6
6. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES	7
7. CITY'S RESPONSIBILITIES	8
8. INSURANCE	8
9. EEO AND SDBE COMPLIANCE	11
10. MISCELLANEOUS	12
EXHIBIT "A" - SCOPE OF SERVICES	
EXHIBIT "A-1" - FEE SCHEDULE	
EXHIBIT "B" - SCHEDULE OF SUB-CONSULTANT PARTICIPATION	
EXHIBIT "C" - BACKGROUND CHECK AFFIDAVIT	
EXHIBIT "D" – ARCHITECT'S PROPOSAL	

AGREEMENT

Between

CITY OF DEERFIELD BEACH, COMMUNITY REDEVELOPMENT AGENCY ("CRA")

and

BERMELLO, AJAMIL & PARTNERS, INC.

for

ARCHITECTURAL SERVICES FOR SULLIVAN PARK FACILITY
RFQ #20-27-PC

This is an Agreement between: CITY OF DEERFIELD BEACH (the "CITY"), COMMUNITY REDEVELOPMENT AGENCY (CRA), its successors and assigns, (the "CRA") and BERMELLO, AJAMIL & PARTNERS, INC., ("ARCHITECT").

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY issued Request for Qualifications #20-07-PC (the "RFQ") soliciting qualified Architects for Architectural Services for Sullivan Park Facility (the "Services"); and

WHEREAS, the Evaluation Committee for the CRA recommended to award agreement to the ARCHITECT; and

WHEREAS, the CRA Board, at a meeting held on August 11, 2020, passed Resolution No. _____ ("Resolution") approving of the award of the RFQ to the ARCHITECT for the performance of the Services; and

WHEREAS, the Resolution authorized the Director of Economic Development to execute an Agreement with ARCHITECT for the performance of Architectural Services for Sullivan Park Facility.

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

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

The above clauses are hereby incorporated and made a part of this Agreement. For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement or Contract**
Means this document, all attachments, the RFQ, Addenda to the RFQ and ARCHITECT's responses to the RFQ.
- 1.2 **Architect**
The architect or engineer selected to perform professional services pursuant to this Agreement.
- 1.3 **Project Manager**
The Director of Economic Development has the authority to designate a Project Manager. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Project Manager; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **Director of Economic Development**
The Chief Administrative Officer of the City of Deerfield Beach, Community Redevelopment Agency ("CRA").
- 1.5 **Notice To Proceed**
A written notice to proceed with a Project issued by the Project Manager or Director of Economic Development.
- 1.6 **Personnel Costs**
The term Personnel Costs as used herein shall mean the hourly rates of ARCHITECT and ARCHITECT's employees, agents and sub-consultants.
- 1.7 **Project**
The Architectural Services for Sullivan Park Facility detailed in Exhibit "A" Scope of Services.
- 1.8 **Sub-consultant**
A firm, partnership, corporation or combination thereof having a direct contract with a Architect for all or any portion of a Project or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

ARTICLE 2 **PREAMBLE**

- 2.1 In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within

the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.2 Negotiations pertaining to the services to be performed by ARCHITECT were undertaken between ARCHITECT and a committee established by the City Manager or designee, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 CRA has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected the top ranked ARCHITECT to enter into this Agreement and perform the Architectural Services for Sullivan Park Facility.
- 3.2 ARCHITECT's services shall consist of the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit "A" (the "Services"), and as further delineated in the RFQ. ARCHITECT shall provide the Services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services.

ARTICLE 4

TERM AND TIME FOR PERFORMANCE

- 4.1 The Agreement term shall be for duration and completion of the Project and acceptance by the CRA. The signed sealed drawings and scope of services to issue a bid for the project shall be provided to the CRA within a maximum of (365) calendar days from the date the design team can obtain an updated property survey. If there is only an outdated property survey available, an updated survey shall be initiated (60) calendar days prior to issuance of a Notice to Proceed to the ARCHITECT. The ARCHITECT will provide Construction Administration services for the duration of the construction phase of the Project.
- 4.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- 4.3 Agreement Extension – In the event services are scheduled to end because of the expiration of the agreement, the ARCHITECT shall continue the service upon written request by the CRA. The extension period shall not extend for more than one hundred eighty (180) calendar days beyond the expiration date of the existing Agreement. The ARCHITECT shall be compensated for the service at the rate in effect when this extension clause is invoked by the CRA.
- 4.4 ARCHITECT shall perform the Services upon the issuance of a Notice to Proceed.

- 4.5 In the event ARCHITECT is unable to complete the Project because of delays resulting from untimely review by CRA or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of ARCHITECT, or because of delays which were caused by factors outside the control of ARCHITECT, CRA shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. ARCHITECT shall promptly notify CRA in writing whenever a delay in approval by a governmental agency is anticipated or experienced and shall inform CRA of all facts and details related to the delay.
- 4.6 The decision to issue a Notice to Proceed to the ARCHITECT shall be within the sole and absolute discretion of the CRA.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1 **Personnel Costs**

Payment to all personnel, including Sub-consultants, engaged directly on the Project including, but not limited to, principals, architects, engineers, drafters, and clerks shall be reimbursed as provided in the ARCHITECT's proposal. Hourly rates shall include all costs including, but not limited to, fringe benefits, sick leave, vacation, holiday, unemployment compensation insurance, retirement benefits, medical and insurance benefits, and all other incidental costs and fees not specifically defined in Article 5.3 – Reimbursables. Said Personnel Costs are to be used only for actual time directly attributable to the Project.

5.2 **Cost Adjustments**

Costs for all services rendered under this Agreement shall remain firm for the length of the Project.

- 5.3 ARCHITECT shall pay its sub-consultants and suppliers within thirty (30) days following receipt of payment from the CRA for such subcontracted work or supplies. ARCHITECT agrees that if it withholds an amount as retainage from such Sub-consultants or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from CRA.

- 5.4 The CRA and ARCHITECT shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

5.5 **Reimbursables**

- 5.5.1 Non-personnel expenses directly attributable to the Project pursuant to this Agreement ("Reimbursables") shall be charged at actual cost, and shall be limited to the following:

- a. Identifiable transportation expenses in connection with a Project, subject to the limitations of Section 112.061, Florida Statutes.

- b. Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for ARCHITECT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating ARCHITECT's employees from one of ARCHITECT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- c. Cost of printing, reproduction or photography which is required by or of ARCHITECT to deliver services set forth in this Agreement.
- d. Identifiable testing costs approved by Project Manager.
- e. All permit fees paid to regulatory agencies for approvals directly attributable to a Project.

5.5.2 It is acknowledged and agreed to by ARCHITECT that the not-to-exceed amount set forth in this Agreement is a limitation upon, and describes the maximum extent of, CRA's obligation to compensate ARCHITECT for Reimbursables and Personnel Expenses. If CRA or Project Manager requests ARCHITECT to incur expenses not contemplated in the not-to-exceed amount, ARCHITECT shall notify Project Manager in writing before incurring such expenses. Any such expenses shall be reviewed and approved in writing by CRA in accordance with its procurement code prior to incurring such expenses.

5.6 **Method of Billing**

ARCHITECT shall submit invoices on a monthly basis and in a timely manner for all Personnel Costs and Reimbursables attributable to the Project based on percentage of completion. These invoices shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Invoices shall itemize and summarize Reimbursables by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Project Manager is required for Reimbursables, a copy of said approval shall accompany the invoice for such reimbursable. The invoice shall show a summary of Personnel Costs and Reimbursables, showing accrual of the total amount billed to date and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is attributable to a Project. Subsequent addition of a project number or other identifier to the invoice by ARCHITECT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate ARCHITECT's cost accounting forms with a summary of charges by category. For project based on a Time and

Material basis and when requested, the ARCHITECT shall provide backup for past and current invoices that records hours and Personnel Costs by employee category, Reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.7 Method of Payment

5.7.1 CRA shall pay ARCHITECT ninety percent (90%) of the total shown to be due on such statement. When the Project is complete, Project Manager shall approve final payment of the retainage. No amount shall be withheld from payments for reimbursables.

5.7.2 Final payment for a Project must be approved by the Project Manager.

5.7.3 Payments will be made to ARCHITECT at:

Bermello Ajamil and Partners
2601 South Bayshore Drive Ste 1000
Miami, Florida, 331332601

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 CRA may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided. Such changes must be made in writing prior to any deviation from the terms of this Agreement, including the initiation of any additional services.

ARTICLE 7

CRA'S RESPONSIBILITIES

7.1 CRA shall assist ARCHITECT by placing at ARCHITECT's disposal all information CRA has available pertinent to a Project, including previous reports and any other data relative to the Work, whenever such information is requested by the ARCHITECT.

7.2 The ARCHITECT shall be entitled to rely on the completeness and accuracy of the information furnished by CRA.

7.3 CRA shall arrange for access to, and make all provisions for, ARCHITECT to enter upon public property as required for ARCHITECT to perform its services.

ARTICLE 8

INSURANCE REQUIREMENTS

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

8.2 General

8.2.1 The ARCHITECT shall furnish to the Project Manager 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. ARCHITECT's failure to provide to CITY 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. ARCHITECT shall pay all deductible amounts, if any. ARCHITECT shall specifically protect CITY and the Deerfield Beach CRA Board by naming CITY and the CRA Board 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 ARCHITECT is complete including all renewal terms. All policies must be endorsed to provide CITY 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 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, 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 ARCHITECT uses a Subconsultant, ARCHITECT shall ensure that Subconsultant names CITY and the Deerfield Beach CRA Board as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

8.3 ARCHITECT shall, at a minimum, provide, pay for, and maintain in force at all

times during the term of this Agreement the following insurance as indicated with exes:

- ☒ **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 Consultants, 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 (\$1,000,000.00) per occurrence with a limit of no less than two million dollars (\$2,000,000.00) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant(s) shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. ARCHITECT(s) acknowledges that the City is relying on the competence of the ARCHITECT 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 ARCHITECT's negligent errors and omissions, ARCHITECT shall promptly rectify them at no cost to City 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 or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

ARTICLE 9

COMPLIANCE WITH LAWS

9.1 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

- 9.1.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. ARCHITECT shall include the foregoing or similar language in its contracts with any Sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CRA deems appropriate.
- 9.1.2 ARCHITECT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. ARCHITECT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, ARCHITECT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 9.1.3 By execution of this Agreement, ARCHITECT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). CRA hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CRA to terminate this Agreement and recover from ARCHITECT all monies paid by CRA pursuant to this Agreement.

ARTICLE 10

MISCELLANEOUS

10.1 Ownership of Documents

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by ARCHITECT in connection with this Agreement shall become the property of CRA, whether a Project for which they are made is completed or not, and shall be delivered by ARCHITECT to Project Manager within fifteen (15) days of Project completion or receipt of the written notice of termination. If applicable, CRA may withhold any payments then due to ARCHITECT until ARCHITECT complies with the provisions of this section.

10.2 **Termination**

10.2.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the CRA. Termination for convenience by the CRA shall be effective on the termination date stated in written notice provided by the CRA, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CRA Administrator upon such notice as the CRA Administrator deems appropriate under the circumstances in the event the CRA Administrator determines that termination is necessary to protect the public health, safety or welfare. The parties agree that if the CRA erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, ARCHITECT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the ARCHITECT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the ARCHITECT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CRA Administrator which the CRA Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement is terminated for convenience, ARCHITECT shall be paid for any services properly performed under the Agreement

through the termination date specified in the written notice of termination. ARCHITECT acknowledges and agrees that it has received good, valuable and sufficient consideration from CRA, the receipt and adequacy of which are, hereby acknowledged by ARCHITECT, for CRA's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement is terminated, for any reason, any amounts due ARCHITECT shall be withheld by CRA until all documents are provided to CRA pursuant to Sec. 10.1 of Article 10.

10.2.6 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted. Notwithstanding the foregoing, the Consultant will not suspend services if Owner makes the required payment within the foregoing notice period. Additionally, Consultant shall not suspend services if the non-payment is based on a dispute between the parties concerning the amount or Consultant's entitlement to this payment. In the event of a dispute, Owner will provide to Consultant written notice of the nature of the dispute within (30) days of receipt of the invoice upon which the dispute is based, and the parties agree to use good faith efforts to attempt to resolve the dispute. Furthermore, Owner agrees to pay any undisputed amounts within the time frame required by this Agreement.

10.3 **Audit Right and Retention of Records**

10.3.1 ARCHITECT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to a Project, including, without limitation, complete and correct records of payments to each of its Sub-consultants. For each Sub-consultant, the books, records, and accounts shall reflect each payment to the Sub-consultant and the cumulative total of the payments made to the Sub-consultant. CRA shall have the right to audit the books, records, and accounts of ARCHITECT and its Sub-consultants that are related to this Project. All books, records, and accounts of ARCHITECT and its Sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so,

ARCHITECT or its Sub-consultants, as applicable, shall make same available at no cost to CRA in written form.

10.3.2 ARCHITECT and its Sub-consultants shall preserve and make available, at reasonable times for examination and audit by CRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CRA to be applicable to ARCHITECT's and its sub-consultants' records, ARCHITECT and its Sub-consultants shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ARCHITECT or its Sub-consultants. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

10.3.3 ARCHITECT shall, by written contract, require its Sub-consultants to agree to the requirements and obligations of Article 10.3.

10.4 **Public Records**

10.4.1 To the extent ARCHITECT is subject to Florida's Public Records Law, ARCHITECT shall:

- a. Keep and maintain public records required by the CRA to perform the service.
- b. Upon request by the CITY's custodian of public records, provide the CITY/CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ARCHITECT does not transfer the records to the CITY.
- d. Upon completion of the contract, transfer at no cost to the CRA all public records in possession of the ARCHITECT or keep and

maintain public records required by the CRA to perform the service. If the ARCHITECT transfers all public records to the CRA upon completion of the contract, the ARCHITECT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ARCHITECT keeps and maintains public records upon completion of the contract, the ARCHITECT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CRA. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by ARCHITECT or its Subconsultants. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry. ARCHITECT shall, by written contract, require any of its Subconsultants performing under this contract to agree to the requirements and obligations of this Section 10.3.

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2nd Ave. DEERFIELD BEACH, FL 33441.

10.5 Public Entity Crime Act

10.5.1 ARCHITECT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CRA, may not submit a bid on a contract with CRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to CRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CRA, and may not transact any business with CRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Article shall result in termination of this Agreement and recovery of all monies paid hereto.

10.5.2 In addition to the foregoing, ARCHITECT further represents that there has been no determination, based on an audit, that it committed an act defined

by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ARCHITECT has been placed on the convicted vendor list.

10.6 **Sub-consultants**

ARCHITECT may utilize Exhibit "B" to identify sub-consultants to be used on a Project. ARCHITECT shall obtain written approval of Project Manager prior to changing or modifying the list of Sub-consultants submitted by ARCHITECT.

10.7 **Assignment and Performance**

10.7.1 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and ARCHITECT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Article 10.6. CRA shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by ARCHITECT without CRA's written consent.

10.7.2 ARCHITECT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CRA's satisfaction for the agreed compensation.

10.7.3 ARCHITECT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of ARCHITECT's performance and all interim and final product(s) provided to or on behalf of CRA shall be comparable to local and national standards.

10.8 **Indemnification of CITY and CRA**

ARCHITECT shall indemnify and hold harmless CITY, CRA, and their 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 ARCHITECT, and other persons employed or utilized by ARCHITECT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CRA of any immunity to which it is entitled by law, including but not limited to the City and CRA's sovereign immunity as set forth in Section 768.28, Florida Statutes.

10.9 **Representative of CRA and ARCHITECT**

10.9.1 The parties recognize that questions in the day-to-day conduct of any work under this Agreement will arise. The Project Manager, upon ARCHITECT's request, shall advise ARCHITECT in writing of one (1) or more CRA employees to whom all communications pertaining to the day-to-day conduct of a Project shall be addressed.

10.9.2 ARCHITECT shall inform the Project Manager in writing of ARCHITECT's representative to whom matters involving the conduct of the Project shall be addressed.

10.10 **All Prior Agreements Superseded:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.11 **Amendments:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CRA's signatory and ARCHITECT or others delegated authority to or otherwise authorized to execute same on their behalf.

10.12 **Notices:** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by electronic mail, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article for the present, the parties designate the following as the respective places for giving of notice:

FOR CRA:

Mark DiMascio, CRA Capital Projects Manager

City of Deerfield Beach

150 NE 2nd Avenue

Deerfield Beach, FL 33441

AND

Kris Mory, Director of Economic Development

City of Deerfield Beach

150 NE 2nd Avenue

Deerfield Beach, FL 33441

FOR ARCHITECT:

James Bowers, Partner

Bermello Ajamil and Partners

2601 South Bayshore Drive Ste 1000

Miami, Florida, 33133

10.13 **Truth-In-Negotiation Certificate**

Signature of this Agreement by ARCHITECT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any sums by which CRA determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.14 **Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.15 **Architect's Staff**

- 10.15.1 ARCHITECT will make available and provide the key staff members identified in their proposal for the applicable Project (the "Key Staff") as long as said Key Staff are in ARCHITECT's employment.
- 10.15.2 ARCHITECT will obtain prior written approval of Project Manager to change Key Staff. ARCHITECT shall provide Project Manager with such information as necessary to determine the suitability of

proposed new Key Staff. Project Manager will be reasonable in evaluating Key Staff qualifications.

- 10.15.3 If Project Manager reasonably requests removal of any of ARCHITECT's staff from the applicable Project, the ARCHITECT shall remove said staff.

10.16 **Independent Contractor**

ARCHITECT is an independent contractor under this Agreement. Services provided by ARCHITECT shall be subject to the supervision of ARCHITECT. In providing the services, ARCHITECT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CRA.

10.17 **Third Party Beneficiaries**

Neither ARCHITECT nor CRA intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.18 **Conflicts**

- 10.18.1 Neither ARCHITECT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ARCHITECT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

- 10.18.2 ARCHITECT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CRA in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CRA or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- 10.18.3 In the event ARCHITECT is permitted to utilize Sub-consultants to perform any services required by this Agreement, ARCHITECT agrees to prohibit such Sub-consultants, by written contract, from having any conflicts as within the meaning of this section.

10.19 Contingency Fee

ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARCHITECT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARCHITECT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CRA shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.20 Materiality and Waiver of Breach

10.20.1 CRA and ARCHITECT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

10.20.2 CRA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.21 Compliance with Laws

ARCHITECT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.22 Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CRA or ARCHITECT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.23 Joint Preparation

Preparation of this Agreement has been a joint effort of CRA and ARCHITECT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.24 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to

herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, then said conflict shall be resolved in the following order of preference: (1) Articles 1 through 10 of this agreement; and (2) RFQ and addenda.

- 10.25 **Law, Jurisdiction, Venue, Waiver of Jury Trial:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, ARCHITECT AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 10.26 Pursuant to Section 558.0035, Florida Statutes,

An individual employee or agent of the ARCHITECT may not be held individually responsible of negligence.

- 10.27 **Background Checks**

- 10.27.1 In accordance with Section 38-132 of the City of Deerfield Beach Code of Ordinances, any bid, contract or request for proposal which requires an ARCHITECT or sub-consultant to perform work in or on CITY property, shall include a requirement for a criminal background check for any employee of the ARCHITECT or sub-consultant who will do the work in or on CITY property. CITY property shall mean buildings or structures owned by the CITY. It shall also mean sidewalks and streets under the jurisdiction of the CITY which are adjacent to residential neighborhoods. Criminal background checks shall mean a certified response from the Florida Department of Law Enforcement Computerized Criminal History (CCH) data base. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to CITY property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The ARCHITECT must ensure a similar background check has been done of its sub-consultant's employees who will have access to CITY property. During the term of this agreement ARCHITECT must provide an updated Criminal Background Check Affidavit for any newly hired employees of

ARCHITECT or any sub-consultant who will do work in or on CITY property.

10.27.2 ARCHITECT shall be required to submit an affidavit on the form attached as Exhibit "C" certifying that background checks shall be completed for all employees who will perform work on CITY property. Such affidavit shall be submitted with the proposal package. ARCHITECT shall conduct the background checks prior to any work being performed. ARCHITECT shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by CITY.

10.27.3 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the ARCHITECT shall not assign the individual to any CITY property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the CITY's express written authorization. In the event that the ARCHITECT intends to hire new personnel to perform the required services, the background checks should be initiated at the time of hire.

10.27.4 CITY reserves the right to approve or disapprove whether the ARCHITECT's employees perform the services for the CITY. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

10.28 **Incorporation by Reference**

The attached Exhibits are incorporated into and made a part of this Agreement.

10.29 **Re-Use of Work Product**

CRA may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from ARCHITECT's professional services (including, but not limited to, drawings, specifications, and other documents), and ARCHITECT agrees to such re-use. However, ARCHITECT shall not be held liable for reuse of work on projects other than the project listed in this agreement.

10.30 **Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this

Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

10.31 **Multiple Originals**

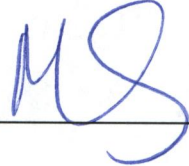
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

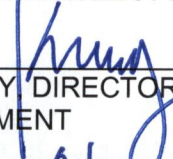
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF DEERFIELD BEACH, COMMUNITY REDEVELOPMENT AGENCY ("CRA") signing by and through its Director of Economic Development, authorized to execute same by action of the CRA Board on the 11th day of August 2020, and Bermello Adipani & Partners, Inc. signing by and through its AIA PARTNERS, duly authorized to execute same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

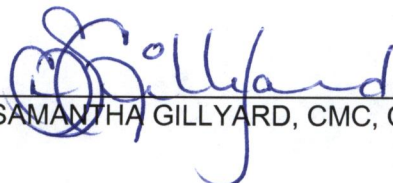



**CITY OF DEERFIELD BEACH,
COMMUNITY REDEVELOPMENT AGENCY (CRA)**

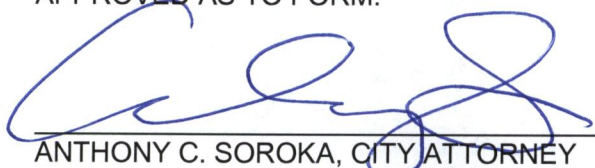
By: 
KRIS MORY, DIRECTOR OF ECONOMIC
DEVELOPMENT

Date: 8/25/2020

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

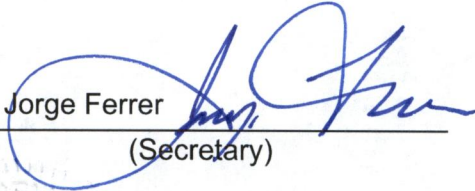
APPROVED AS TO FORM:


ANTHONY C. SOROKA, CITY ATTORNEY

ARCHITECT MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

ATTEST:



Jorge Ferrer
(Secretary)

(Corporate Seal)

ARCHITECT



Bermello Ajamil and Partners, Inc.
(Name of Corporation)
By _____
(Signature)

James Bowers, AIA/Partner
(Type Name/Title Signed Above)

4th day of August, 20 20

[If non-incorporated sign below.]

WITNESSES:

ARCHITECT

(Name)
By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20 ____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

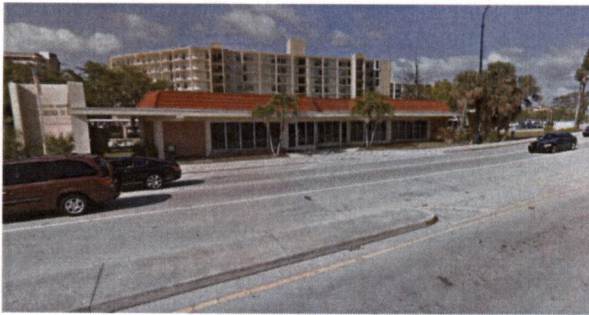
EXHIBIT "A"

SCOPE OF SERVICES

1. Introduction

The City of Deerfield Beach Community Redevelopment Agency ("CRA") is soliciting qualifications for the design, permitting and construction administration of the Sullivan Park Facility project. The project location is at 1601 E. Hillsboro Blvd. Deerfield Beach, Florida 33441. This project is Phase 2 of the award-winning Sullivan Park redevelopment project that was opened to the public in January 2016.

In 2018, the Deerfield Beach Community Redevelopment Agency purchased a .53 acre property located at 1601 Riverview Road directly adjacent to Sullivan Park. The intent of the real estate purchase was to further activate Sullivan Park and The Cove Shopping Center area.



2. General Information

The City of Deerfield Beach Community Redevelopment Agency (the CRA) is seeking the services of qualified and experienced firms (the Architect(s)) to provide professional services consistent with the requirement of the Competitive Consultant's Negotiation Act (CCNA), Florida Statutes § 287.055 for Architectural Services for Sullivan Park Facility. The CRA intends to evaluate the submitted proposals and award the agreement to the highest ranked Proposer.

The "Proposer" shall mean architects, contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this RFQ.

The "Successful Proposer(s)" shall mean the most qualified Proposer(s) to whom the CRA begins negotiations. The CRA means the City of Deerfield Beach Community Redevelopment Agency.

This RFQ provides guidelines for the submission of qualifications in response to CRA's solicitation for Consulting firms and individuals to provide the Scope of Services herein.

The CRA anticipates entering into an agreement for the services with the most qualified Proposer(s) as determined by the CRA Board. The CRA reserves the right to negotiate an agreement in any manner, in its sole determination, decides is in its best interest. The Proposer(s) understand that this RFQ does not constitute an agreement with the CRA. An

official agreement is not binding until the submission is reviewed and accepted by the CRA Board and executed by all parties.

The Proposer(s) hereby represents the CRA, with full knowledge that the CRA is relying upon these representations when submitting a proposal, that Proposer(s) has the professional expertise, appropriate permits and licenses, experience, and personnel to perform the services to be provided by the Successful Proposer(s).

3. Scope of Services

The scope of services consists of improvements that will include some or all the following features:

Design development of a new Community Facility to replace the existing structure at 1601 E. Hillsboro Blvd. Due to the size and shape of the parcel and the impact of several adjacent right of ways, the new single-story structure will be limited to approximately 4,600 square feet. The final use of the building has not been determined but some of the functions discussed by the CRA Board are Community Center, Meeting Space, Children's Education/Enrichment Center & office space for CRA staff. Outdoor patios for public gathering should be incorporated into the design. Additional site features may include a Sullivan Park entryway feature, enhanced green space, public art and parking.

The selected firm will be required to work with the CRA Board to prioritize facility function and will guide the Board from early development through final design. In addition to design development the consultant should include a project timeline, an estimated probable cost of construction, all required permitting, final construction documents and construction administration services. Include a detailed list of deliverables in your response.



4. Budget

The total budget for the project has not been determined due to the conceptual nature of the project. It is anticipated the budget will reflect the market value of the project described in the Scope of Work. The project will be funded by the Deerfield Beach Community Redevelopment Agency (CRA) Tax Increment Revenue as part of an approved Capital Improvements Plan and Budget.

EXHIBIT "A-1" – FEE SCHEDULE

A Separate Fee Schedule Shall be provided for Each Sub-consultant

Although the following positions / titles are common throughout the profession, firms using a different nomenclature for the listed positions, but similar in responsibility, shall use those listed below for the purposes of providing hourly rates. Additional positions / titles may be provided.

Firm (Prime Architect): Bermello Ajamil and Partners _____

Subconsultant (If Applicable) _____

Position / Title	Hourly Rate (Per Hour)
Architectural (BA)	
Principal	\$375.00
Senior Project Manager	\$275.00
Project Manager	\$225.00
Senior Landscape Architect	\$220.00
Senior Planner	\$205.00
Senior Engineer	\$205.00
Senior Interior Designer	\$170.00
Senior Inspector	\$130.00
Engineer	\$135.00
Planner / Urban Designer	\$120.00
Architect	\$125.00
Landscape Architect	\$125.00
Landscape Designer III	\$115.00
Interior Designer	\$110.00
Estimator	\$115.00
Inspector	\$90.00
Senior CADD Technician	\$90.00
Specification Writer	\$80.00
Junior CADD Technician	\$85.00
Clerical	\$70.00
Structural (provided by MUE)	
Engineer (PE Registered)	\$170

Inspector	\$100
Senior CADD Technician	\$120
CADD Technician	\$100
Clerical	\$80
Civil (Provided by CPC)	
Principal	\$300.00
Practice Manager I	\$265.00
Senior Engineer	\$195.00
Engineer Project Manager	\$145.00
Designer/Drafter I	\$80.00
Engineer Tech II	\$95.00
MEP (Provided by Delta G)	
Principal	\$225.00
Project Manager	\$190.00
Senior Engineer	\$190.00
Engineer	\$150.00
Senior Designer	\$125.00
Designer	\$105.00
CADD Technician	\$85.00
Clerical	\$75.00

EXHIBIT "B"
SCHEDULE OF SUB-CONSULTANT PARTICIPATION

No.	Firm Name	Discipline(s)
1.	MUEngineers	Structural Engineering
2	Carnahan Proctor & Cross	Civil Engineering
3	Delta G	MEP Engineering
4	TSF GEO	Geotechnical
5.	The Bosch Group	Cost Estimating
6.	BA Landscape	Bermello Ajamil & Partners
7	Spinnaker Group	LEED Consulting
8	TGA Design	Signage / Wayfinding
9.	KCI	Surveying
10.		

EXHIBIT "C"
BACKGROUND CHECK AFFIDAVIT
(Page 1 of 3)

STATE OF FLORIDA
COUNTY Broward

SS

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the Assistant Attorney (title) of Bermello Ajamil and I certify that I have the authority to make the representations set forth within this Affidavit.
3. Bermello Ajamil and Partners intends to enter into a contract with the City of Deerfield Beach, Community Redevelopment Agency (CRA) for Architectural Services for Sullivan Park Facility, RFQ #20-27-PC.
4. The fulfillment of the Background Check requirement has been conducted through The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level 1).
5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-132 of the Deerfield Beach Code of Ordinances, background checks have been completed for all persons employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-132 shall perform work on City property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.
7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

BACKGROUND CHECK AFFIDAVIT
(Page 2 of 3)

Executed this 17th day of August, 2020

By: [Signature]
(Signature)

James Bowers, Architect Partner
(Printed Name and Title)

The foregoing was acknowledged before me this 17th day of August, 2020
by James Bowers, who is personally known to me or who
has produced N/A as identified and who did take an oath.

WITNESS my hand and official seal, this 17th day of August, 2020



Eve Lopez
Comm. #HH025877
Expires: July 30, 2024
Bonded Thru Aaron Notary

[Signature]
(Signature of Notary Public)

My Commission Expires:

07/30/24

EVE LOPEZ
(Printed Name)

BACKGROUND CHECK AFFIDAVIT
(Page 3 of 3)

List of Employees

Name (First, Last)

Result

James Roberto Bowers _____

Passed ☐ Failed ☐

Anya Suriyaarachchi _____

Passed ☐ Failed ☐

Gabriel Quinto
Thais Nieves.

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

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Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Note: Insert additional sheets if necessary.

EXHIBIT "D"
ARCHITECT'S PROPOSAL

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

July 15th, 2020
July 23rd, 2020 (Revised)
August 13th, 2020 (Revised)

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

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

PART I - PROJECT BACKGROUND AND DESCRIPTION:

The City has requested BA to perform design and construction documents, survey and mapping, geotechnical exploration and reporting services, demolition of existing structure and prepare and perform construction administration services for the development of the Multifunction Facility at Sullivan Park. The Project is identified as the existing City of Deerfield Beach Sullivan Park located at 1601 East Hillsboro Blvd. Deerfield Beach, FL 33441.

The work under this contract 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 program outlined below.

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

- Approximately 5,000 sf Multifunction Facility
- Surface asphalt parking
- Public Art

The construction budget (provided by the City) for the project is targeted at \$2,000,000.00 (two million dollars). This budget is the basis for this 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:

- | | |
|---------------------------|--|
| • KCI | Survey and Mapping |
| • Tierra South Florida | Geotechnical Subsurface Exploration and Analysis |
| • Camahan Proctor & Cross | Civil Engineering |
| • MUEngineers, Inc. | Structural Engineering |
| • Delta G | Mechanical, Electrical, Plumbing Engineering |
| • Irrigation Concepts | Irrigation Design |
| • The Bosch Group | Opinion of Probable Cost Estimating |
| • DGA | Signage |

The following describes the scope of each service by 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: Irrigation Design:

(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.

Survey and Mapping:

(Prepared by KCI Surveyor)

Services shall include: The location of above ground permanent improvements such as buildings, asphalt, concrete, fences, surface features of utilities, and utility designates as described in section 1.02. Native trees larger than 2" Diameter at Breast Height (DBH) will also be located. Tree type, height, diameter, canopy spread, and condition shall be noted on the Survey. Adjacent right of way lines, property lines, and easement lines shown by plat will be plotted on the survey within said limits. Elevations shall be obtained throughout the site on an approximate twenty-five-foot (25') grid, with intermediate highs and lows also obtained. As-Built of gravity utility lines (storm and sanitary sewer) to include rim and pipe size, direction, material, and invert elevations shall also be obtained. Elevations shall be relative to the National Geodetic Vertical Datum of 1929 (NGVD '29).

All survey work shall be performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

KCI will perform Utility Designation services within the project limits and shown on the attached Exhibit "A". Services will include the utilization of geophysical equipment to designate and mark traceable underground utilities to determine the approximate horizontal location of existing utilities. Traceable utilities detected in the specified area will be marked on the surface with paint & flags using geophysical equipment which may include electromagnetic and ground penetrating radar (GPR) technologies. This work will be supplemented by existing facility records provided by the client or the facility owner prior to the start of the marking process. The combination of the record information and the use of the outlined approach and technology create the greatest opportunity for the existing utilities to be designated within the requested work areas. Gravity sewer lines (Sanitary & Storm) are not included with Utility Designating Services. Materials such as PVC, HDPE, Transite or Asbestos Cement pipes are not traceable with electronic locators and require Ground Penetrating Radar to detect subsurface anomalies to designate & mark. Ground Penetrating Radar can be affected by the subsurface water table, very wet sandy conditions, or clay soils and not able detect subsurface anomalies needed to designate plastic or non-traceable utilities. A field sketch will be provided depicting the utilities designated and marked including any utilities shown on records that could not be designated with electronic locators or Ground Penetrating Radar.

Geotechnical Engineering Subsurface Exploration and Reporting:

(Prepared by Tierra South Florida, TSF)

Services shall include:

- Four (4) Standard Penetration Test (SPT) Borings to a depth of approximately 20 feet below grade.
- Two (2) Borehole Permeability (BHP) Tests, to include an auger boring to a depth of approximately 10 feet.

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing shall be performed in general accordance with the requirements of ASTM designations D 1586. Borings shall be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan furnished by others.

Prior to drilling at the project site, TSF shall notify the local utility companies and request that underground utilities be marked. This proposal assumes that private utility lines, if any, shall be located in the field by others prior to mobilization of the drill rig. TSF shall recommend a utility line locating service upon request.

Upon completion of the field exploration, visual classifications shall be performed and some laboratory testing shall be performed on select samples.

A TSF geotechnical engineer shall evaluate the results of all drilling and laboratory testing. A report shall be issued that contains the exploration data, a discussion of the site and subsurface conditions, results of percolation tests, geotechnical recommendations for pavement subgrade and foundation design, and a discussion of some construction considerations.

Civil Engineering:

(Prepared by Camahan 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 aforementioned 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 Design Development Documents, and 50% Construction Drawings. Services do not include an opinion of probable cost estimates for park improvements beyond those listed above.

Signage and Wayfinding Consulting:

(Prepared by TGA)

Services include:

- Working with B&A's architectural team to relocate the existing entry feature identity Sullivan Park sign to a new location at the roadway entrance.
- GA will work with the architects to place a park identity sign on the building facing the primary roadway as needed.
- Using standard DOT sign and face panels, TGA Design will locate any new required signage at the building that match those at the park.

PART II - SCOPE OF WORK

TASK 1.0 – SURVEY AND MAPPING

- 1.1 Survey and Mapping** – BA shall prepare a boundary and topographic survey of the site and identify all visible existing above ground and underground utilities. BA shall also provide subsurface utility engineering including geophysical tracing and ground-penetrating radar for the purpose of detecting foundations and utilities.

Deliverables for Task 1.0 Survey and Mapping – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" X 36" black and white PDF of the Topographic and Boundary Survey
- One (1) AutoCAD (.dwg) file of the Topographic and Boundary Survey which shall also include the results of the GPR.
- Five (5) signed and sealed 24" X 36" black and white prints of survey and boundary

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

- 3.1 Schematic Design Drawings** - Based on the direction given and themes discussed at the Design Intent meeting, onsite observations and LDR requirements, BA shall develop a schematic design that depicts the size and shape of the Facility and Site features. Submittal shall consist of one (1) 24" X 36" plan view; one (1) Sketchup rendering; hard copies and PDF format.
- 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 & 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.

Deliverables for Task 3.0 Schematic Design – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" color PDF of Schematic Design Drawings
- One (1) 8 ½" X 11" black and white PDF of minutes from the Schematic Design Review Meeting
- One (1) 11" X 17" black and white PDF of updated Project Schedule

TASK 4.0 – SUBSURFACE EXPLORATION & REPORTING (GEOTECHNICAL ENGINEERING)

- 4.1 Subsurface Exploration & Reporting** – BA shall perform geotechnical engineering subsurface exploration and reporting including Bore Hole Permeability (BHP) tests, and SPT borings. The geotechnical report shall be used by the design team for drainage and structural design.

Deliverables for Task 4.0 Subsurface Exploration & Reporting – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" black and white signed and sealed copy of the Geotechnical Report
- One (1) 8 ½" X 11" black and white PDF of the Geotechnical Report

TASK 5.0 – DESIGN DEVELOPMENT

- 5.1 Design Development Drawings** – Based on comments 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 Design Development drawings. This information shall be provided to the City in an 8 ½" X 11" PDF format. This proposal includes one (1) revision to the Design Development 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.

Deliverables for Task 5.0 Design Development – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" color PDF of Design Development Drawings
- One (1) 8 ½" X 11" black and white PDF of minutes from the Design Development Review Meeting
- One (1) 11" X 17" black and white PDF of updated Project Schedule

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.

Deliverables for Task 6.0 Construction Documents – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" black and white PDF set of 50% CD's
- One (1) 8 ½" X 11" black and white PDF set of 50% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of the 50% Opinion of Probable Cost
- One (1) 8 ½" X 11" black and white PDF of the 50% Cost Analysis
- One (1) 8 ½" X 11" black and white PDF of 50% CD's Review Meeting Minutes
- One (1) 11" X 17" black and white PDF of 50% updated Project Schedule
- One (1) 24" x 36" black and white PDF set of 90% CD's
- One (1) 8 ½" X 11" black and white PDF set of 90% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of the 90% Cost Analysis
- One (1) 8 ½" X 11" black and white PDF of 90% CD's Review Meeting Minutes
- One (1) 11" X 17" black and white PDF of 90% updated Project Schedule

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.

Deliverables for Task 7.0 Final Contract Documents – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" black and white PDF's of RFI Responses
- Four (4) 24" X 36" black and white signed and sealed sets of 100% Construction Drawings
- One (1) 24" x 36" black and white PDF set of 100% CD's
- One (1) 8 ½" X 11" black and white PDF set of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF file of the schedule of values based on 100% construction

- drawings
- One (1) 8 ½" X 11" black and white PDF of 100% CD's Review Meeting Minutes

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.

Deliverables for Task 9.0 Construction Administration Services – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" black and white PDF copy of each reviewed submittal
- One (1) 8 ½" X 11" Black and white PDF Field Report for each site visit
- One (1) 8 ½" X 11" black and white PDF response to RFI's
- Fourteen (14) 8 ½" X 11" black and white PDF of Reviewed Pay Applications
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white PDF of Final Completion Notice.

PART III - COMPENSATION

Tasks 1.0 through 9.0 – Basic 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	\$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, which include, but is not limited to: concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, etc.
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. Fees associated with LEED credit appeals
12. Costs for LEED plaque
13. Blower Door tests
14. LEED registration fees
15. LEED certification fees
16. LEED implementation and design
17. Additional Meetings to the meetings described above
18. Land-use changes, rezoning or special use permits
19. Expert testimony
20. Evaluation of the qualifications of bidders or persons providing proposals
21. Aerials
22. Any permitting associated with wetland impacts, protected species, or hazardous materials
23. Any testing by BA on environmental requirements
24. Dewatering plan or an engineering control and maintenance plan by BA or E Sciences
25. On-site observation during construction
26. MOT plans (to be provided by contractor)



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-435

Agenda Date: 8/11/2026

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

**Presentation regarding the proposed Deerfield Beach Community Redevelopment Agency
Fiscal Year 2027 Budget.**

Recommended Action

Motion on decision of CRA Board

Background/History

Every year in August, the CRA Board discusses the CRA Director's proposed budget. This proposed budget is prepared based on direction by the Board from the March 10, 2026 CRA Meeting and general Board discussion about funding priorities.

Current Activity

BUDGET

The estimated CRA Tax Increment Revenue (TIR) for FY 2026/27 is \$6,877,199, which is a \$329,894 (5.04%) gain over FY 2025/26 and the 14th straight year that the tax base has expanded in the CRA District. When combined with the current ongoing projects and unencumbered TIR (estimated at \$1,253,895, the total available funding is \$8,131,094 for FY2027.

CRA fixed costs include agency operations (\$705,899) and debt service (\$1,105,827). Agency operations include staff salaries, operating expenses, payment to the City for support services, and insurance. Debt service will continue to be an annual expense for the life of the CRA. After operations and debt service are deducted from available funds, \$6,220,739 remains available for programs and projects. The proposed CRA FY2027 Line-Item Budget is attached to this item.

CRA staffing needs vary from year to year. Staffing this year includes the payment of 100% of the CRA Director and Administrative Coordinator salaries and benefits, and 25% of the City Clerk.

Activities that the Board has indicated a desire to fund on an ongoing basis include: Community Policing (\$110,000), Business Attraction Activations (\$300,000), Public Art (Incl S-Curve Branding Initiative) (\$300,000), Commercial Facade Loan Program (\$300,000), and Freebee Rideshare (\$453,860). This year, the budget includes funding of \$250,000 for the MODS Deerfield Beach Nature Center per the approved Management Agreement with the Museum of Discovery and Science (MODS).

Funds are budgeted in FY2027 for costs associated with legal representation, ADA compliance services, Independent Financial Audit, Annual Report preparation, janitorial services, and projects to be determined by the Board.

Construction costs associated with the Sullivan Park Marine Science Center are the cornerstone

capital expenses included in the FY2026 Budget. The funds for the construction contract for the Marine Science Center at Sullivan Park were encumbered in FY2024, but since the project is scheduled for completion in May 2026, funds will need to be budgeted in FY2026.

CAPITAL IMPROVEMENTS PLAN

The proposed 3-Year 2027 – 2029 Capital Improvements Plan (CIP) is also attached to this item. Unlike previous years, this is a 3-year CIP as the CRA is scheduled to sunset in 2029, so no new capital improvement projects are proposed for that year. Since the Marine Science Center project is using all available capital funds, new capital projects can be discussed for implementation in FY2027. Other projects may still be deleted from or included in the budget or re-prioritized in the CIP at the Board's direction.

Recommendation

Board direction is requested to finalize the FY2027 CRA Budget.

Proposed Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget

Revenues				
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	FY27 Proposed	FY2026 Approved
311300	Tax Increment-City	City - Based on June's BCPA assessed values	\$3,197,610	\$3,030,069
311301	Tax Increment-Broward Health	Broward Health - Based on June's BCPA assessed values	\$660,992	\$670,381
311302	Tax Increment-Broward County	County - Based on June's BCPA assessed values	\$3,018,597	\$2,846,855
334392	Florida Inland Navigation Dist	MODS Deerfield Beach Nature Center (formerly Sawgrass to Seagrass @ Sullivan Park)	\$0	\$3,071,190
Grand			\$6,877,199	\$9,618,495
Expenditures				
Operating				
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	FY2026 Approved
501001	REGULAR SALARY	Payment for the following portion of staff salaries (CRA Executive Director and CRA Administrative Coordinator 100%, City Clerk 25%)	\$439,744	\$461,698
502012	SICK LEAVE CONVERSION PAY	Once a year in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those days. The payment is calculated using the employee's base hourly rate from last year's actual plus 4% Cola and 3% Merit	\$2,583	\$4,549
502101	FICA	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that's applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that's applied to all earnings	\$34,580	\$36,843
502204	ICMA PENSION	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%	\$35,234	\$37,546
502300	INSURANCE SERVICES ALLOCATION	Payment to the general fund for insurances required for staff and the agency	\$24,667	\$31,861
502302	MEDICAL INSURANCE ALLOCATION	Payment to the general fund for medical insurance for staff	\$36,995	\$48,160
503927	GENERAL ADMIN CHARGE	Payment to the general fund for the services that are provided to support the CRA Fund	\$131,645	\$131,645
501003	LONGEVITY	Payment to staff with more than 10 years of service based on actual longevity pay (25% City Clerk)	\$451	\$451
507001	DEBT SERVICE / BOND PRINCIPAL PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	\$1,040,000	\$1,010,000
507002	DEBT SERVICE / BOND INTEREST PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	\$52,006	\$82,758
507010	DEBT SERVICE / PAYING AGENT FEES	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	\$3,821	\$4,193
503602	RENT OF BUILDING/OFFICE	Rent of CRA storage space (\$10,000) and associated costs	\$10,000	\$60,000
501024	CELL PHONE ALLOWANCE EXEC PACKAGE		\$420	
501022	LIFESCAN		\$625	
502020	DEFERRED COMP MATCH		\$11,609	
502021	RETIREMENT HEALTH SAVINGS		\$3,975	
501006	AUTOMOBILE ALLOWANCE	CRA staff contractual automobile allowance	\$9,550	\$8,800
502025	CLOTHING ALLOWANCE	Staff clothing	\$300	\$300
503403	CELLULAR PHONE SERVICES	Staff cell phone service	\$3,000	\$3,000
503513	MINOR TOOLS AND EQUIPMENT	Minor administrative office repairs	\$5,000	\$5,000
503609	COPIER LEASE	Cost of Toshiba lease and maintenance	\$6,500	\$6,500
503524	BUILDING MAINTENANCE	Office utilities and maintenance of Sullivan Park	\$15,500	\$15,500
503935	DUES AND MEMBERSHIPS	Annual professional association memberships, Co-Star and Blutot subscriptions, and Special District Reporting	\$20,000	\$1,200
503504	OFFICE SUPPLIES	Office supplies as necessary for operations	\$3,500	\$1,000
503901	TRAVEL AND TRAINING	Mileage reimbursement for CRA Administrative Coordinator (\$2,000), attendance at seminars, Annual FRA Conference for CRA Staff, certifications, meetings and other professional development activities.	\$10,000	\$6,000
503902	PRINTING	Printing of brochures, hand-outs and annual report	\$5,000	\$500
503921	ADVERTISING	Advertising in newspapers	\$650	\$500
506043	OTHER MACH AND EQUIPMENT	Computer replacement	\$3,000	\$2,000
OPERATING TOTAL			\$1,910,355	\$1,960,004

OTHER CONTRACTUAL (NON-CAPITAL)				
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	FY2026 Approved
503216	LANDSCAPING SERVICES	Small landscaping projects within the CRA	\$5,000	\$5,000
503299	ADA COMPLIANCE SERVICES	Funding for document remediation and ADA compliance	\$2,000	\$2,000
503009	LEGAL SERVICES	Contractual services provided by the CRA Attorney for legal services	\$48,000	\$48,000
503101	CUSTODIAL SERVICES	CRA portion of janitorial services contract	\$4,763	\$4,763
503006	INTERNAL AUDITING SERVICES	Independent audit of CRA financials as required by statute; based on a 4-year contract; 10% of the Audit Services contract amount of \$215,252. Note: A separate audit report is issued for the CRA.	\$21,525	\$15,828
503299	ANNUAL REPORT DESIGN SERVICES	Annual report design as required by statute	\$15,000	\$7,500
503299	OTHER PROFESSIONAL SERVICES AS NEEDED	Other professional services as determined by the CRA Board	\$381,696	\$100,000
OTHER CONTRACTUAL TOTAL			\$477,984	\$183,091

PROGRAMS				
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	FY2026 Approved
503230	COMMUNITY POLICING	Cost of a security detail to provide additional security in the CRA	\$110,000	\$110,000
504900	RIDESHARE	Rideshare Service	\$453,860	\$453,860
503539	EDUCATION FACILITY PROGRAM	Year One contribution to programming at the MODS Deerfield Beach Nature Center at Sullivan Park	\$250,000	\$250,000
503959	COMMERCIAL FAÇADE	Grant/Loan Program Funding for Micro Façade Loan and Commercial Façade Grant	\$500,000	\$100,000
503574	BUSINESS ATTRACTION /ACTIVATIONS	Funding for Business Assistance and Partnerships(\$50,000), 4th of July Celebration (\$105,000), December Holiday Celebration (Event \$30,000 and Lighting \$40,000), MODS Deerfield Beach Nature Center Grand Opening (\$40,000) and Boat Parade (\$7,000), and other activations at the direction of the Board	\$300,000	\$250,000
503595	ART IN PUBLIC PLACES	Public art projects, programs, events, and annual sponsor of Art Stroll (\$3,500), S-Curve Branding (\$261,500)	\$265,000	\$50,000
PROGRAMS TOTAL			\$1,878,860	\$1,213,860

CAPITAL PROJECTS				
OBJECT	ACCOUNT DESCRIPTION	PROJECT/DESCRIPTION	AMOUNT	
		COVE SHOPPING CENTER SIGNAGE AND LANDSCAPE		
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$1,000,000	
506304	OTHER CONTRACTUAL SERVICES	Consulting, Engineering and Design	\$100,000	
		S-CURVE PEDESTRIAN LIGHTING AND CROSSWALKS		
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$100,000	
506304	OTHER CONTRACTUAL SERVICES	Consulting, Engineering and Design	\$30,000	
		MODS DEERFIELD BEACH NATURE CENTER (Formerly Sawgrass to Seagrass Center)		
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$2,500,000	
506304	OTHER CONTRACTUAL SERVICES	Consulting, Engineering and Design	\$133,895	
CAPITAL PROJECTS TOTAL			\$3,863,895	\$6,261,540

Summary	FY2027 Proposed	FY2026 Approved
Available Tax Increment Revenue	\$6,877,199	\$6,547,305
Available Grant Funding	\$0	\$3,071,190
FY2026 Rollover (EST)	\$1,253,895	
Available for allocation to CRA operations, programs and capital projects	\$8,131,094	\$9,618,495
Proposed Expenditures	\$8,131,094	\$9,618,495