

7. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING WORK ORDER NO. 2 WITH C3TS, TO DEVELOP SCHEMATIC DESIGN OF WATER AND SEWER INFRASTRUCTURE, SCHEMATIC DRAINAGE DESIGN, TRAFFIC STUDY, STREETLIGHTING DESIGN AND PHASE 1 ENVIRONMENTAL AUDIT FOR THE CITY'S MARINA FOR AN AMOUNT NOT TO EXCEED \$192,039.50 IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.
(ATTACHMENT - #7)



Riviera Beach Community Redevelopment Agency

Agenda Report: Approval of Work Orders with C3TS Incorporated to develop the final Site Plan and Preliminary Engineering for Development of the Marine District South Upland Phase 1.

Work Order No. 2

Meeting Date: August 24, 2011

Summary / Background: On February 2, 2011, the City Council approved a continuing services contract with C3TS to provide architectural and design services to the City.

On April 3, 2011, the CRA approved the Interlocal Agreement by CRA Resolution 2011-11. This process ensures ongoing coordination between the City and the CRA for development in the CRA.

On April 20, 2011 the City Council approved Resolution No. 45-11 approving an Interlocal agreement with the Riviera Beach Community Redevelopment Agency for the purpose of allowing the CRA to reimburse the City for services rendered through work orders issued by the City to architectural and engineering firms that have contracts with the City.

On August 3, 2011 the City Council approved Resolution 109-11 approving Work Order No. 2 with C3TS Incorporated. Work Order No. 2 authorizes C3Ts to develop the schematic design of water and sewer infrastructure, schematic design, a traffic study, streetscape for intersection of US1 and 13th Street and Phase I environmental audit for the marina area.

The Completed Site Plan application along with supplementary Engineering provided in this Work Order will be submitted to the Department of Community Development following conceptual approval by the Community Redevelopment Commission. The Site Plan will be reviewed in accordance with City Regulations and presented to City Council for final approval.

Recommendation: Staff recommends approval of the attached Resolution authorizing the Executive Director to make payments not to exceed \$192,039.50 for Work Order No. 2 to the City of Riviera Beach in accordance with the Inter-local Agreement with the City of Riviera Beach which provides that the CRA will reimburse the City for these costs.

Attachments:

Upland Phase 1 – Site Plan Project Area Map
CRA Resolution Approving Work Order #1

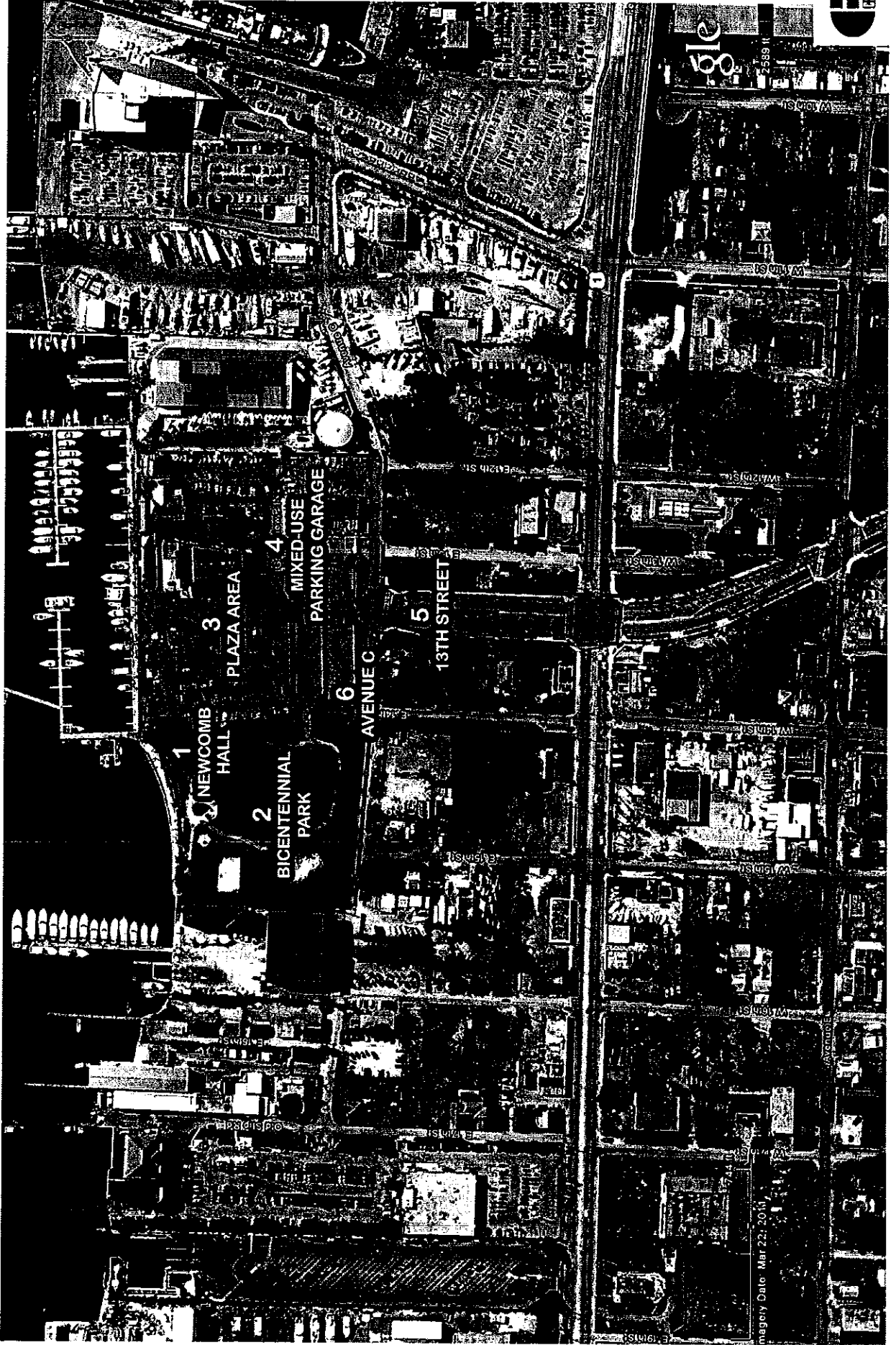
Background Information:

Resolution 109-11 – City Council Approval of Work Order #2.
CRA Resolution 2011-11 / City Resolution 45-11 – Approving Inter-local Agreement between the CRA and the City of Riviera Beach for Ongoing Professional Services.



EXISTING AERIAL - EXHIBIT A

[] FINAL PROJECT SITE PLAN AREA



RESOLUTION NO. 2011-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING WORK ORDER NO. 2 WITH C3TS, TO DEVELOP SCHEMATIC DESIGN OF WATER AND SEWER INFRASTRUCTURE, SCHEMATIC DRAINAGE DESIGN, TRAFFIC STUDY, STREETLIGHTING DESIGN AND PHASE I ENVIRONMENTAL AUDIT FOR THE CITY'S MARINA FOR AN AMOUNT NOT TO EXCEED \$192,039.50 IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and,

WHEREAS, on April 13, 2011 the CRA approved Resolution 2011-11 approving an Interlocal Agreement with the City of Riviera Beach, which would allow the Agency to utilize the City of Riviera Beach continuing services contracts for architectural, planning, and engineering services by providing for reimbursement to the City for all costs associated with work orders authorized by the City per requests of the Agency Executive Director; and

WHEREAS, on April 20, 2011 the Riviera Beach City Council approved Resolution 45-11 approving an Interlocal agreement with the Agency which would allow the Agency to utilize the City of Riviera Beach continuing services contracts for architectural, planning and engineering services by providing for reimbursement to the City for all costs associated with work orders authorized by the City per requests of the Agency Executive Director; and

WHEREAS, on June 1, 2011, the Riviera Beach City Council approved a continuing services contract with C3TS Inc., to provide engineering services for projects in the Community Redevelopment Area; and

WHEREAS, on August 3, 2011 the City Council approved a resolution approving Work Order No. 2 authorizing C3TS Inc., to provide engineering services for projects in the Community Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Community Redevelopment Agency hereby approves the attached Work Order No. 2., and authorizes the Executive Director to make payments not to exceed \$192,039.50 to the City of Riviera Beach in accordance with the Inter-local Agreement with the City of Riviera Beach which provides that the CRA will reimburse the City for these Costs.

SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of August, 2011.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

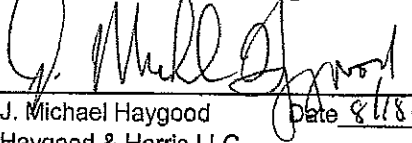
By: _____
Name: Judy L. Davis
Title: Chairperson

Executive Director

MOTION BY: _____
SECONDED BY: _____

B. BROOKS _____
D. PARDO _____
C. THOMAS _____
S. LOWE _____
J. DAVIS _____

Approved as to form and legal sufficiency



J. Michael Haygood Date 8/18/2011
Haygood & Harris LLC
General Counsel to CRA



CORZO
CASTELLA
CARBALLO
THOMPSON
SALMAN

Engineers
Architects
Planners

July 15, 2011
Revised

Riviera Beach Community Redevelopment Agency
Bank of America Financial Centre
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

Attention: Mr. Tony T. Brown, Executive Director

Reference: Schematic Design of Water and Sewer Infrastructure, Schematic Drainage Design, Traffic Study, Site Planning, Streetscape US-1, Schematic Streetlighting Design and Phase 1 Environmental Audit
Work Order No. 2

Dear Mr. Brown:

EB0005022
AAC002142

We are pleased to submit our Fee Proposal for the "Schematic Design of Water and Sewer Infrastructure, Schematic Drainage Design, Traffic Study, Site Planning, Streetscape US-1, Schematic Streetlighting Design, and Phase 1 Environmental Audit Services" for the Final Site Plan for the Marine District South, in accordance with our Engineering Continuing Services Contract with the City of Riviera Beach dated June 1, 2011. The services to be provided are:

- Civil, Electrical, Environmental, Traffic – C3TS (MBE)
- Landscape Architecture – Gentile Holloway O'Mahoney & Assocs. (SBE)
- Survey – Brown & Phillips (SBE & MBE)
- Geotechnical – Radice International, Inc. (SBE & MBE)

Our Team is composed of local Palm Beach M/WBE firms that exceeds the City's goal of 15%.

WORK ORDER BOUNDARIES

The boundaries of the Final Project Site Plan include work within the area bounded by the marina on the east and US-1 (Broadway) to the west and from East 11th Street to the south to East 15th Street to the north. Some minor incidental survey work might extend slightly out of the area in order to obtain both elevation and boundary data necessary for the work.

TASK NO. 1 - SCHEMATIC DESIGN OF WATER AND SEWER INFRASTRUCTURE

SCOPE OF WORK:

Scope shall include review of all applicable documents including water and sewer as-builts, utility atlases, City design standards, Department of Health requirements and the proposed design of the marina improvement project. C3TS shall perform all necessary field testing needed to support the schematic design including geotechnical exploration, specific purpose topographic survey and field utility locates. The schematic design shall incorporate the intended use of the proposed building elements and the utility loads required by them. Schematic plans shall be developed that illustrate projected locations and sizes of water distribution and sanitary collection systems. We shall meet with the City Utility Department to review the schematic design plans and coordinate potential tie-ins and connections to existing utilities. A fire suppression system will be included along with fire hydrant locations indicated on the schematic design plans. We will coordinate all of our findings with the design team of the final master plan to insure our schematic design will work as intended.

TASK NO. 2 SCHEMATIC DRAINAGE DESIGN

SCOPE OF WORK:

Scope shall include review of all applicable documents including storm water as-builts, drainage atlases, City design standards, SFWMD permits as well as the design of both the marina improvement project and the FDOT design development of Broadway (US-1). The existing topographic survey provided by the City from their engineering consultant for the marina improvements shall be utilized to develop the base plans for the schematic drainage plan, but a supplemental survey shall be performed for that area lying between the marina and US-1 and from East 11th Street north to East 15th Street where survey data is not available. Due to the proximity of the marina and ICWW waters, BMP principals shall be employed to develop a schematic drainage plan with all future development being considered. Critical control elevations for each sub basin within the area shall be developed utilizing the 24 and 72 hour storm events required by the permitting agencies. These control elevations shall include the 100 year storm used for the basis of finish floor for the buildings and the 10 year storm used to help determine crown of road. We shall meet with SFWMD, FDEP, ACOE and PBCERM to determine all potential permit requirements for the project. We shall provide geotechnical data to determine the existing soil conditions with regard to percolation rates as well as for the suitability of the soils for the proposed building and roadway construction.

TASK NO. 3 TRAFFIC STUDY

SCOPE OF WORK:

C3TS proposes to provide to the City of Riviera Beach engineering services in the form of a Traffic Impact Study for the proposed Newcomb Hall and Marina Place at Riviera Beach. The following describes the scope of work and the responsibilities of C3TS and City of Riviera Beach in connection with the preparation of the Traffic Impact Study. Elements of work shall include trip generation, distribution and assignment, traffic forecast analysis, intersection and arterial capacity analysis and access management evaluation.

Data Collection

Data collection activities will be performed as part of this study. The data collection will consist of the following sub categories:

Field Review

C3TS will perform field reviews within the area of impact to collect information pertaining to roadway characteristics, features and intersection configurations within the study area.

Traffic Data

Traffic counts will be performed as part of the study to provide an understanding of the existing traffic conditions within the study area for the proposed Newcomb Hall and Marina Place at Riviera Beach. These traffic counts will be taken along the identified streets and critical time periods indicated below:

- A. 48-hour bi-directional volume count recorded by 15 minute intervals performed on two consecutive weekdays at the following locations
 1. US-1 from W 13th Street to Port Entrance
 2. US-1 from W 13th Street to Blue Heron Blvd.
 3. W 13th Street from US-1 to Old Dixie Highway

Initials:

C3TS:  Client: _____

- B. 6-hour turning movement counts performed on one weekday and one weekend during the morning peak period, afternoon peak period and evening peak. These counts will be done at the following intersections:
1. Blue Heron Blvd and US-1/Federal Highway
 2. 20th Street and US-1/Federal Highway
 3. 13th Street and US-1/Federal Highway
 4. 11th Street and US-1/Federal Highway
 5. Avenue E and 13th Street

Traffic Engineering Analysis

Trip Generation, Distribution and Assignment

We will perform trip generation analysis for the proposed Newcomb Hall and Marina Place at Riviera Beach using the latest ITE Trip Generation Handbook. Trip distribution and assignment of the generated traffic will be done for the principal roadways within the study area. The trip generation, distribution and assignment will be done for both the existing year and the future year. A traffic forecast analysis will be done to determine the future traffic volumes. Historic traffic data from adjacent FDOT and portable traffic count stations will be used to develop historical trend analysis models. In addition, local and regional growth trends will be evaluated to ensure that the recommended growth factors to be utilized are robust in nature and acceptable by both the City and FDOT.

Capacity Analysis

Capacity analysis will be done for access roadways, identified signalized intersections and arterial segments within the study area. An evaluation of turn lane storage requirements at adjacent intersections will also be performed. The capacity analysis will be performed for both the existing and proposed conditions during the am and pm peak periods. The SYNCHRO 7 software will be utilized to perform the capacity analysis of existing and proposed conditions within the study area to determine the V/C ratio and corresponding Level of Service (LOS) based on the latest Highway Capacity Manual (HCM) methodologies.

Report and Presentation

All the data collection, traffic engineering analysis and recommendations will be documented in the Traffic Impact Study Report in an easy to understand format. In addition, maps and figures of the trip generation, distribution and assignment, LOS and V/C ratios will be included.

TASK NO. 4 SITE PLANNING / STREETSCAPES/US-1 / STREETLIGHTING DESIGN

SCOPE OF WORK:

We shall supplement our in house planning team with engineering assistance for the overall site planning. Specifically, roadway, typical sections, parking lot and site layout shall be coordinated to ensure all minimum code requirements are met, specifically with regard to those set forth in the City of Riviera Beach Uniform Land Use Application. We shall meet with FDOT for their proposed US-1 improvement project to incorporate our marina area aesthetic improvements and bring those elements out to the US-1 corridor. These shall include elements such as paver cross walks, decorative lighting, benches, etc., based on the themes developed and coordinated with the design team of the final site plan and city staff and review boards during the final master plan phase. It is the intent of this coordination to provide our design elements to FDOT for implementation into their plans.

Initials:

C3TS:  Client: _____

Careful consideration will be given to the results of the traffic study for implementation of typical roadway sections, directional traffic flow, parking location, pedestrian safety for sidewalk and cross walk locations, as well as passenger drop off and pick up locations. General traffic signage shall also be considered in this phase.

As a part of this task, a schematic street lighting plan shall be developed which will determine the minimum required street lighting for the area with respect to photometrics and code compliance as well as the possible alternatives for street lighting poles and fixtures which will provide the aesthetic appeal necessary to harmonize with the elements developed in the final master plan. The schematic plan will identify general pole locations, conduit runs and service point connections for FPL service. Meetings shall be held with FPL to coordinate these connections in order to develop the least costly alternative for the City.

During this phase, all existing and potential easements shall be identified. These could include but will not be limited to electrical easements for FPL, on-site storm water drainage easements, water and sewer easements and telecommunications. Preliminary cost of construction estimates will be developed for all of the engineering and non-building components of the project.

TASK NO. 5 PHASE 1 ENVIRONMENTAL AUDIT

SCOPE OF WORK:

The objectives of the Phase I Environmental Audit are to inventory environmental assets and potential liabilities at the project site, and to determine and document compliance with environmental regulations. It is our understanding that the Phase I Environmental Audit will be conducted for the City of Riviera Beach Marina District Redevelopment Area, which is approximately three (3) acres and the surrounding areas. The final results will be compiled into a final report and submitted to the City. This environmental audit will be provided through the completion of the following tasks:

- Review of identifiable historical data and historical aerial photographs;
- On-site visual survey of the property. The on-site review will include identification of obvious contamination to the on-site soils or suspect contamination to the groundwater. It will also include a review of materials that may require testing to confirm the presence or absence of asbestos and lead-based paint in the existing facilities within the project area;
- Review of identifiable technical data and environmental permits pertaining to the subject property;
- Visual review of adjacent properties to identify possible environmental impact(s) to the subject site; and,
- Review of identifiable technical data and environmental permits pertaining to adjacent properties.

This Phase I Environmental Audit will not include the collection and/or analysis of groundwater, soil, or building materials. Verifications and quantification of suspected contamination cannot occur without field testing and analysis included under auspices of a Phase II Environmental Audit. This audit includes a review of environmental issues exclusively, and therefore does not include a review of any building codes, zoning regulations or restrictive covenants. Asbestos and lead-based paint testing is not included in the Phase I Environmental Audit. The potential presence/absence of these materials will be identified and recommendations for further testing, disposal, etc. will be included in the final report. In addition, environmental permits from local, state and/or Federal agencies will be required for all proposed work associated with the existing seawall and waterward of the seawall. Preparation of these permit applications is not included in this scope of work and cost proposal.

Initials:

C3TS:  Client: _____

This Phase I shall comply with ASTM Standard E152-00, with the caveat that the file review will include a 500-ft radius around the subject property.

OWNER TO PROVIDE

All information such as drawings, reports, property ownership, relevant legal documents and any other information as it pertains to the Scope of Work.

Identify relevant Contracts, Leases, Deed restrictions, Grant Contracts as provided by the City and CRA that may affect portions of the site and its development and issue Executive Summary Report with back up.

SCHEDULE (Provided by Owner)

- August 3: City Council – Work Order Approval
- August 16: Waterfront Advisory Board
- September 4 CRA Meeting – Conceptual Review
- October 13 Planning & Zoning Board – Meeting No.1
- November 9 CRA Board Final
- November 16: City Council Meeting Approval (Meeting No. 1 – to be confirmed)
- December 7 City Council Meeting Approval (Meeting No. 2 – to be confirmed)

NOTE: Schedule provided by CRA and to be confirmed pending anticipated approval of Work Orders on August 3rd, 2010

COMPENSATION

We shall provide the above services and deliverables for the Lump Sum of One Hundred Ninety Two Thousand and Thirty Nine Dollars and Fifty Cents (\$192,039.50) as per Exhibit 2, Standard Hourly Rates for 2010-2011 (enclosed). Any Additional Permitting, Printing and Related Material Cost not to exceed \$9,999.00 will be submitted to CRA under separate invoice as per our Engineering Continuing Services Contract and approved by the Owner.

PAYMENT SCHEDULE

Estimated progress billing from August through December 12th, 2011.

• August.....	\$96,077.50
• September.....	\$75,962.00
• October.....	\$5,000.00
• November.....	\$5,000.00
• December.....	<u>\$10,000.00</u>
	TOTAL FEE
	\$192,039.50

Initials:

C3TS:  Client: _____

NOTE: The City of Riviera Beach may withhold final \$5,000.00 in billing until final approval of Uniform Land Code Use application is granted by the City. Approval of which will not unreasonably be withheld.

Once authorized, we can proceed immediately.

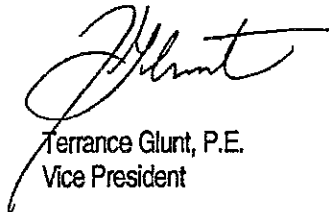
We look forward to continuing to provide our services to the City of Riviera Beach and the Riviera Beach CRA.

Respectfully submitted,

Signature in acceptance:

CORZO CASTELLA CARBALLO
THOMPSON SALMAN, P.A.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY



Terrance Glunt, P.E.
Vice President



Tony T. Brown
Executive Director

Cc: Scott Evans, AICP – Director of Planning, RBCRA
Eddie Lamas, AIA, C3TS
Javier Salman, AIA, C3TS
Ralph Rosado AICP, C3TS

Q:\01839-001 Riviera Beach CRAFT FEE PROPOSAL\Fee Work Order No 2.doc

Initials:

C3TS:  Client: _____

RESOLUTION NO. 109-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING WORK ORDER NO. 2: WITH C3TS TO DEVELOP SCHEMATIC DESIGN OF WATER AND SEWER INFRASTRUCTURE, SCHEMATIC DRAINAGE DESIGN, TRAFFIC STUDY, STREETLIGHTING DESIGN AND PHASE I ENVIRONMENTAL AUDIT FOR THE CITY'S MARINA FOR AN AMOUNT NOT TO EXCEED \$192,039.50 IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, On April 13, 2011 the Community Redevelopment Agency (CRA) approved Resolution 2011-11 entering into an Interlocal Agreement with the City of Riviera Beach, which would allow the CRA to utilize the City of Riviera Beach continuing services contracts for architectural, planning, and engineering services by providing for reimbursement to the City for all costs associated with work orders authorized by the City per requests of the CRA Executive Director; and

WHEREAS, On April 20, 2011 the City Council approved Resolution 45-11 entering into an Interlocal Agreement with the CRA, which would allow the CRA to utilize the City of Riviera Beach continuing services contracts for architectural, planning, and engineering services by providing for reimbursement to the City for all costs associated with work orders authorized by the City per requests of the CRA Executive Director; and

WHEREAS, on June 1, 2011, the City Council approved a continuing services contract with C3TS Inc., to provide engineering services for projects in the City and projects included in the five year capital plan; and

WHEREAS, the CRA Executive Director is requesting that the City approve Work Order No. 2 (Exhibit A) with C3TS Inc., to proceed with the development of the

RESOLUTION NO. 109-11

PAGE 2

schematic design of water and sewer infrastructure, schematic drainage design, traffic study, streetscape, schematic street lighting Design and Phase I Environmental Audit for the City Marina for an amount not to exceed \$192,039.50.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City Council hereby authorizes C3TS to perform Work Order No. 2 (attached as Exhibit A) in accordance with the continuing services contract with C3TS approved by the City Council on June 1, 2011.

SECTION 2. That the Interim Finance Director shall be authorized to make payments not to exceed \$192,039.50 to C3TS in accordance with Work Order No. 2 and the Interlocal Agreement with the Community Redevelopment Agency, which provides that the CRA will reimburse the City for these costs.

SECTION 3. That the CRA will reimburse the City for all work performed by C3TS per Work Order No. 2 and that the City budget for fiscal year 2011 will be adjusted accordingly.

SECTION 4. This resolution shall immediately take effect upon its passage and approval by City Council.

PASSED and APPROVED this 3 day of August, 2011.

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APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Judy L. Davis
JUDY L. DAVIS
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Billie E. Brooks
BILLIE E. BROOKS
CHAIR PRO TEM

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

Dawn S. Pardo
DAWN S. PARDO
COUNCILPERSON

Shelby L. Lowe
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Lowe

SECONDED BY: Brooks

B. BROOKS Aye

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Nay

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/26/11

Exhibit A



Engineers
Architects
Planners

July 15, 2011
Revised

Riviera Beach Community Redevelopment Agency
Bank of America Financial Centre
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

Attention: Mr. Tony T. Brown, Executive Director

Reference: Schematic Design of Water and Sewer Infrastructure, Schematic Drainage Design, Traffic Study, Site Planning, Streetscape US-1, Schematic Streetlighting Design and Phase 1 Environmental Audit
Work Order No. 2

Dear Mr. Brown:

EB0005022
AAC002142

We are pleased to submit our Fee Proposal for the "Schematic Design of Water and Sewer Infrastructure, Schematic Drainage Design, Traffic Study, Site Planning, Streetscape US-1, Schematic Streetlighting Design, and Phase 1 Environmental Audit Services" for the Final Site Plan for the Marine District South, in accordance with our Engineering Continuing Services Contract with the City of Riviera Beach dated June 1, 2011. The services to be provided are:

- Civil, Electrical, Environmental, Traffic – C3TS (MBE)
- Landscape Architecture – Gentile Holloway O'Mahoney & Assocs. (SBE)
- Survey – Brown & Phillips (SBE & MBE)
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Our Team is composed of local Palm Beach M/WBE firms that exceeds the City's goal of 15%.

WORK ORDER BOUNDARIES

The boundaries of the Final Project Site Plan include work within the area bounded by the marina on the east and US-1 (Broadway) to the west and from East 11th Street to the south to East 15th Street to the north. Some minor incidental survey work might extend slightly out of the area in order to obtain both elevation and boundary data necessary for the work.

TASK NO. 1 - SCHEMATIC DESIGN OF WATER AND SEWER INFRASTRUCTURE

SCOPE OF WORK:

Scope shall include review of all applicable documents including water and sewer as-builts, utility atlases, City design standards, Department of Health requirements and the proposed design of the marina improvement project. C3TS shall perform all necessary field testing needed to support the schematic design including geotechnical exploration, specific purpose topographic survey and field utility locates. The schematic design shall incorporate the intended use of the proposed building elements and the utility loads required by them. Schematic plans shall be developed that illustrate projected locations and sizes of water distribution and sanitary collection systems. We shall meet with the City Utility Department to review the schematic design plans and coordinate potential tie-ins and connections to existing utilities. A fire suppression system will be included along with fire hydrant locations indicated on the schematic design plans. We will coordinate all of our findings with the design team of the final master plan to insure our schematic design will work as intended.

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Traffic Engineering Analysis

Trip Generation, Distribution and Assignment

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Report and Presentation

All the data collection, traffic engineering analysis and recommendations will be documented in the Traffic Impact Study Report in an easy to understand format. In addition, maps and figures of the trip generation, distribution and assignment, LOS and V/C ratios will be included.

TASK NO. 4 SITE PLANNING / STREETSCAPES/US-1 / STREETLIGHTING DESIGN

SCOPE OF WORK:

We shall supplement our in house planning team with engineering assistance for the overall site planning. Specifically, roadway, typical sections, parking lot and site layout shall be coordinated to ensure all minimum code requirements are met, specifically with regard to those set forth in the City of Riviera Beach Uniform Land Use Application. We shall meet with FDOT for their proposed US-1 improvement project to incorporate our marina area aesthetic improvements and bring those elements out to the US-1 corridor. These shall include elements such as paver cross walks, decorative lighting, benches, etc., based on the themes developed and coordinated with the design team of the final site plan and city staff and review boards during the final master plan phase. It is the intent of this coordination to provide our design elements to FDOT for implementation into their plans.

Initials:

C3TS:  Client: _____

This Phase I shall comply with ASTM Standard E152-00, with the caveat that the file review will include a 500-ft radius around the subject property.

OWNER TO PROVIDE

All information such as drawings, reports, property ownership, relevant legal documents and any other information as it pertains to the Scope of Work.

Identify relevant Contracts, Leases, Deed restrictions, Grant Contracts as provided by the City and CRA that may affect portions of the site and its development and issue Executive Summary Report with back up.

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COMPENSATION

We shall provide the above services and deliverables for the Lump Sum of One Hundred Ninety Two Thousand and Thirty Nine Dollars and Fifty Cents (\$192,039.50) as per Exhibit 2, Standard Hourly Rates for 2010-2011 (enclosed). Any Additional Permitting, Printing and Related Material Cost not to exceed \$9,999.00 will be submitted to CRA under separate invoice as per our Engineering Continuing Services Contract and approved by the Owner.

PAYMENT SCHEDULE

Estimated progress billing from August through December 12th, 2011.

• August.....	\$96,077.50
• September.....	\$75,962.00
• October.....	\$5,000.00
• November.....	\$5,000.00
• December.....	\$10,000.00
	TOTAL FEE
	\$192,039.50

Initials:

C3TS:  Client: _____

RESOLUTION NO. 2011- 11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, contribute funds to a municipality; and

WHEREAS, the Agency desires to reimburse the City for payment of architectural and engineering services for projects within the CRA Area as mutually agreed to by the City and the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Community Redevelopment Agency hereby approves the attached Interlocal Agreement.

SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of April 2011

RESOLUTION NO. 45-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF RIVIERA BEACH TO UTILIZE THE CITY'S CONTRACTS WITH C3TS AND SONG AND ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act; and

WHEREAS, a fundamental function of the CRA is to facilitate redevelopment in areas determined to be blighted or in disrepair; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common; and

WHEREAS, on February 2, 2011, the City Council approved 3 year continuing service agreements with C3TS and Song and Associates to provide professional architectural services to the City; and

WHEREAS, the CRA wishes to utilize the City's agreements with these firms to provide professional services to the CRA by way of work orders drafted by CRA and City staff and approved by the CRA Board and the City Council; and

WHEREAS, the CRA is considering approval of the attached Interlocal Agreement at their April 13, 2011 CRA Board meeting.

WHEREAS, the CRA wishes to compensate the City for the City services provided to the CRA; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The City and the CRA hereby agree to enter into the attached Interlocal Agreement to allow the CRA to utilize the City's architectural continuing services agreements by way of work orders drafted by CRA staff and approved by the CRA Board and the City Council.

RESOLUTION NO. 45-11
PAGE 2

SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

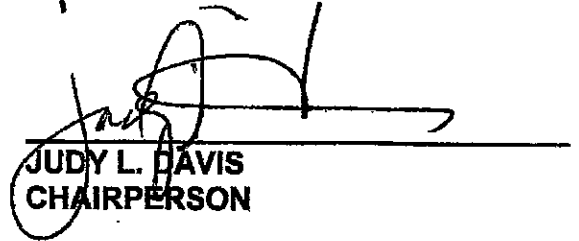
SECTION 3. This resolution will take effect upon its passage and approval by City Council.

PASSED and APPROVED this 20~~TH~~ day of APRIL, 2011.

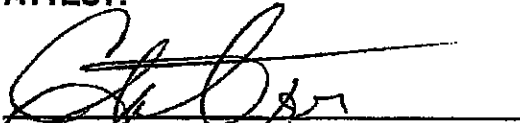
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APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

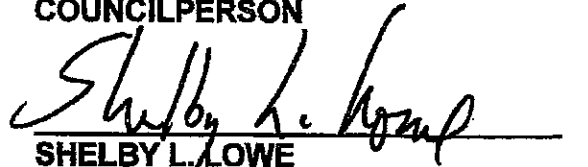
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT
BILLIE E. BROOKS
CHAIR PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS ABSENT

J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

INTERLOCAL AGREEMENT BETWEEN
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE CITY OF RIVIERA BEACH

This Interlocal Agreement is entered into this 13 of April, 2011, by and between Riviera Beach Community Redevelopment Agency, a body corporate ad politic created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "Agency") and the City of Riviera Beach, a Florida municipal corporation (herein referred to as the "City"), each constituting a public agency as defined in Part I, Chapter 163, Florida Statutes.

WITNESSETH

Whereas, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, contribute funds to a municipality; and

Whereas, the City Council of the City of Riviera Beach has found and declared an area of the City of Riviera Beach in compliance with Redevelopment Area requirements, the area hereinafter referred to as the "CRA"; and

Whereas, the City Council of the City of Riviera Beach has adopted a community redevelopment plan pursuant to the Community Redevelopment Act (the "Plan"); and

Whereas, the Plan provides for a long term redevelopment strategy for the Redevelopment Area; and

Whereas, the City of Riviera Beach published a request for qualifications for two separate and distinct groups of professional services: Group 1-General Civil Engineering, Traffic Engineering and Group 2-Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering, RFQ276-10; and

Whereas, RFQ 276-10 included the scope of architectural/design redevelopment, renovations and/new architectural plans for projects that are authorized within the CRA Area, and for engineering services that are authorized within the CRA Area; and

Whereas, the City's selection committee evaluated and ranked proposals after a thorough RFQ process, and selected two firms for architectural services and two firms for engineering services, the firms selected for architectural services identified in the City's RFQ 276-10, namely: Corzo, Castella, Thompson and Salman, P.A. and Song and associates; and

Whereas, the Agency wishes to engage the services of the City's consultants and City staff; and

Whereas, the Agency desires to reimburse the City for City payment of architectural, planning and engineering services for projects within the CRA Area as mutually agreed to by the City and the Agency.

Now, therefore, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

Section 1. Purpose

A. The purpose of this Agreement is to agree to coordinate and work with the City to reimburse the City for payment of professional services provided in furtherance of the community redevelopment plan of the CRA Area that are mutually agreed to by the City and the Agency.

B. The City and Agency agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

Section 2. General Terms and Conditions

A. The Agency will submit to the City Manager's Office a draft work order for any proposed services in furtherance of the redevelopment plan to the City for its consent, which shall not be unreasonably withheld. Upon approval by the City, the work order shall be forward to the architect. The price of the work order shall

be negotiated by the City, in coordination with the CRA staff, but not authorized unless approved by the Agency in its sole and absolute discretion.

B. Upon approval by the Agency, the consultant shall coordinate with the City, complete the services consistent with the work order and submit deliverables to the City. The Agency shall reimburse the City for the cost of services within 30 days of submittal for payment to the Agency by the City.

Section 3. Termination

This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Agency shall be obligated to reimburse the City for any work completed up to the date pursuant to this paragraph.

Section 4. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 5. Indemnification

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other party, and the other respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement.

Section 6. Severability

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction; the same shall be deemed

stricken here from and all other terms and conditions of the Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

Section 7. Entirety of Agreement

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

Section 8. Notice and Contact

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Agency:

Tony Brown
Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

For the City:

Ruth Jones
City Manager
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Section 9. Venue

The venue for this action shall be in Palm Beach County, Florida.

Section 10. Effective Date

This Agreement shall become effective upon its approval by the City Council of the City of Riviera Beach and the Commissioners of the Riviera Beach Community Redevelopment Agency, the due execution thereof by the proper officer of the City and the Agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: Tony T. R.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: Judy L. Davis
Name: Judy L. Davis
Title: Chairperson

Approved as to form and legal
sufficiency:

By: J. Michael Haygood
J. Michael Haygood
Haygood & Harris, LLC
CRA General Counsel

ATTEST:

By: Carrie E. Ward
Carrie E. Ward
Master Municipal Clerk
City Clerk

CITY OF RIVIERA BEACH

By: Thomas A. Masters
Thomas A. Masters, Mayor

Approved as to form and legal
sufficiency

By: Pamala H. Ryan
Pamala H. Ryan, City Attorney