

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (“AGENCY”), AUTHORIZING THE EXECUTION OF A TWO YEAR CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH HARVARD JOLLY ARCHITECTURE, INC. TO PROVIDE ARCHITECTURAL & CONSTRUCTION DEVELOPMENT SERVICES IN THE AMOUNT NOT TO EXCEED \$97,290.00 PLUS A NINE PERCENT (9%) CONTINGENCY FOR A TOTAL OF \$106,046.10; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTION AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRES OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach; and

WHEREAS, the CRA needs professional services for the purpose of providing architectural planning, and design services required in conjunction with other requested architectural services; and

WHEREAS, the ARCHITECT was selected by the City of Riviera Beach through a competitive process to provide professional architectural services and entered into a continuing services contract dated July 5, 2017; and

WHEREAS, the Riviera Beach Community Redevelopment Agency’s Procurement Policies and Procedures provide that the Agency may utilize other government contracts to provide services; and

WHEREAS, the ARCHITECT desires to provide professional architectural services to the Agency and the Agency desires to engage the services of the ARCHITECT as set forth herein.

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

SECTION 1. The Board of Commissioners of the Riviera Beach Community Redevelopment Agency hereby approves the attached Professional Service Agreement between Harvard Jolly Architecture Inc. and the Agency for the Blue Heron and Broadway Beautification Project in an amount not to exceed \$106,046.10.

SECTION 2. The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain Professional Service Agreement substantially in the form attached hereto as Exhibit "A"

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of September, 2018.

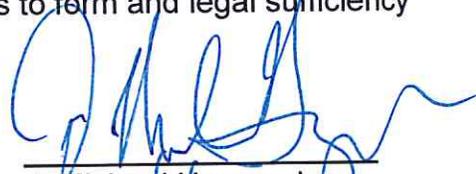
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Tonya Davis Johnson
Chairperson

ATTEST:

Executive Director

Approved as to form and legal sufficiency



J. Michael Haygood
Date 9/6/2018
J. Michael Haygood, PA
General Counsel to CRA

MOTION BY: _____

SECONDED BY: _____

J. BOTEL _____
K. MILLER-ANDERSON _____
L. HUBBARD _____
T. DAVIS JOHNSON _____
T. DAVIS _____

August 29, 2018

Andre Lewis, BS MBA
Project Manager
Riviera Beach Community Redevelopment Authority
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

Re: Services Proposal
Broadway Beautification Project

Dear Mr. Lewis:

Pursuant to your request, Harvard Jolly is pleased to present you the following services proposal. We understand the scope of the work to be the completion of documents for the Broadway Beautification project outlined in your proposal request of August 15, 2018.

We understand that most, if not all, of this document is based on efforts of the CRA and Gentile, Glas Holloway, O'Mahoney & Associates (G2HO). Given their understanding of the CRA's desire for this project and our continued relationship with this Firm we have reached out to them for a proposal to complete the work they started. We have done this, because even with a mark up, we believe their completion of the work to be more cost effective for the CRA.

The scope of services included within this proposal are best described in the attached proposal form G2HO. In general however they include services from completion of design, to permitting, and construction administration.

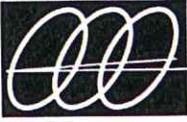
For these services, we propose a fee of \$97,290.00 which is due as the individual portions of the scope are completed.

Should there be anything further we can provide or need to clarify please contact me at your convenience.

Respectfully,



René Tercilla, AIA
Senior Vice President / Principal



**Gentile Glas
Holloway
O'Mahoney**
& Associates, Inc.
Landscape Architects
Planners and
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

CONTRACT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

Client: Rene Tercilla, Sr. Vice-President
Harvard Jolly Architecture
2047 Vista Parkway, Suite 100
West Palm beach, FL 33411
561-478-4457
r.tercilla@harvardjolly.com

Re: Professional Landscape Architectural Services to provide construction documents and construction management for the hardscape and landscape of the Riviera Beach Gateway at the intersection of Broadway and Blue Heron Boulevard (2601 and 2615 Broadway) in Riviera Beach, Florida.

Job Name: 2601 & 2615 Broadway Project
Job Number: 18-0823

Date: August 31, 2018

This is to confirm the authorization to the **business entity Gentile Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants (Landscape Architect)** for the performance of Professional Planning and Landscape Architectural Services. The scope of requested services is described herein:

1. Agreement for Services:

The Landscape Architect agrees to provide conceptual design and planning services to the Client as more fully described in the Scope of Work, and the Client agrees to compensate the Landscape Architect for those services under the terms of this Agreement. The Landscape Architect's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Landscape Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

The Owner is the Riviera Beach Community Redevelopment Agency (RBCRA). The scope of work includes landscape architecture and engineering construction design and detailing for the following items based upon the drawings produced by our office and presented to the RBCRA Board (insert date) as outlined in the Proposal Request of August 15, 2018 from the CRA:

1. Fountain & Signage Wall design with associated paving, grading and drainage, landscape, decorative landscape lighting and irrigation.
2. Parking layout with associated paving, grading and drainage, landscape, area lighting and irrigation.
3. Moth Theater Garden with associated fencing, lighting, landscape irrigation and paving in and around the old Dairy Belle building. Work will include interpretive signage for the Garden.
4. Monument signage
5. Architectural modifications to building signage.

TASK 1: CONSTRUCTION DOCUMENTATION

CONSTRUCTION DOCUMENTATION: Client and Team meetings will be included in this portion for up to 20 hours.

1. **FINAL LANDSCAPE PLAN:** The Landscape Architect shall prepare a Final Landscape Construction Drawing for said project at a scale to be determined by the Landscape Architect. The document shall delineate and locate all proposed and existing landscape plantings reflecting all the proposed and existing site engineering. The plan shall be suitable for construction of the proposed landscape design. Said landscape plans, based upon the approved design development plans, shall delineate the proposed planting in detail and will include type, size, spacing and Florida grade of all plants at the time of planting. The design will conform to applicable agencies and be suitable for bidding. It will be submitted to the Client for a final review and comment.

2. **FINAL LAYOUT PLAN:** The Landscape Architect shall prepare a Final Layout Construction Drawing for said project at a scale to be determined by the Landscape Architect. The document shall delineate and locate all proposed hardscape elements which includes but is not limited to pools, landscape walls and fences, patios, sidewalks, columns and other outside elements. The plan shall be suitable for permit and layout of the proposed elements. Said plans, based upon the approved concept, set general elevations of these elements along with specifying the finishes. It will be submitted to the Client for a final review and comment.
3. **FINAL CONSTRUCTION DETAILS:** The Landscape Architect shall prepare a construction details for said project at a scale to be determined by the Landscape Architect. The document shall delineate in elevation, section and structure all proposed hardscape elements which includes but is not limited to fountains, walls and fences, patios, sidewalks, columns and other site furniture such as benches and statues. The plan shall be suitable for permit and layout of the proposed elements. It will be submitted to the Client for a final review and comment.
4. **LIGHTING DESIGN:** The Landscape Architect shall prepare a conceptual Lighting Plan for the proposed design. Drawing shall specify and locate all proposed light fixtures and lamping including but not limited to landscape lighting, parking lot area lighting, path lighting, etc. Required electrical permit drawings are not included in this contract. Electrical and/or Permit drawings shall be prepared by a Licensed Electrical engineer.
5. **ELECTRICAL ENGINEER:** The Landscape Architect shall coordinate with their sub-consultant to provide electrical engineering documents to feed the parking lot area lights, the landscape lights, the wall lights and the pool and signage lighting.
6. **IRRIGATION DESIGN:** The Landscape Architect shall prepare an Irrigation Plan for the proposed design. Drawing shall specify and locate all proposed irrigation heads and zones including the associated pumps or domestic connections and controllers.
7. **POOL ENGINEERING DOCUMENTS:** The Landscape Architect shall coordinate with their sub-consultant to provide engineering documents for the pool/fountain/sign as required to permit the water feature.
8. **STRUCTURAL ENGINEER:** The Landscape Architect shall coordinate with their sub-consultant to provide structural review and wind calculations as may be required.
9. **CIVIL ENGINEER:** The Landscape Architect shall coordinate with their sub-consultant to provide parking lot grading and drainage calculations and typical paving/repaving construction details for the parking lot, the sidewalks (in and out of the right-of-way), the plazas etc.
10. **LANDSCAPE MAINTENANCE PROGRAM:** The Landscape Architect shall prepare a maintenance program and schedule for the ongoing upkeep of the project landscape. This document will note pruning, trimming, fertilizing and other such activities that will aid in achieving the mature vision of the design over time.

DELIVERABLES:	50% Construction Documents
	90% Construction Documents
	100% Construction Documents
FIXED FEE:	\$ 43,150.00
REIMBURSEMENT ALLOWANCE:	INCLUDED
SCHEDULE:	6 Weeks

TASK 2: PERMITTING

PERMITTING: The Landscape Architect and their Subconsultants shall provide permitting services through the City of Riviera Beach, FDOT and other regulatory agencies as may be required to construct, as an aide to the General Contractor selected by the Client.

- a. Permit plans preparation for submittals.
- b. One set of permit plans revisions for each discipline.

Close out of permits will be work under Construction Administration.

DELIVERABLES: Permit Plans Submission
Revision to Permit Plans as required to obtain permits

FIXED FEE:	\$ 6,650.00
REIMBURSEMENT ALLOWANCE:	INCLUDED
SCHEDULE:	2 Weeks after 100% CD for initial submittals

TASK 3: CONSTRUCTION ADMINISTRATION

CONSTRUCTION ADMINISTRATION: The Landscape Architect and their Subconsultants shall provide construction administration services as follows:

- a. Review of all shop drawings
- b. Initial General Contractor meeting
- c. Initial Landscape Contractor meeting
- d. Up to 4 additional Team meetings during construction
- e. Review and certification of all trees prior to planting at site for conformance to Florida grade of material limited to 1 site visits.
- f. Substantial Completion walk-throughs and punch lists limited to 2 visits for Landscape Architect and each Subconsultant.
- g. Final Inspection and Certification of completion and compliance of the landscape, site lighting, paving etc. to the City of Riviera Beach, FDOT, other relevant agencies and the Owner.

DELIVERABLES: Up to 10 site visits/Team meetings per Landscape Architect and Subconsultants each.
Review of shop drawings
Project CO & FDOT Permit Completion

FIXED FEE:	\$ 34,800.00
REIMBURSEMENT ALLOWANCE:	INCLUDED
SCHEDULE:	

Compensation by Client to Gentile Glas Holloway O'Mahoney & Associates, Inc. for these professional services will be based upon:

Compensation: As noted above

Compensation for services rendered by the Landscape Architect, for additional services requested by the Client shall be hourly based upon the following hourly rates plus reimbursable expenses as described herein.

1. Senior Partner time at an hourly rate of Two Hundred Thirty-Five Dollars (\$235.00) an hour.
2. Partner time at an hourly rate of One Hundred Ninety-Five Dollars (\$195.00) an hour.
3. Sr. Landscape Architect time at an hourly rate of One Hundred Forty-Five Dollars (\$145.00) an hour.
4. Landscape Architect time at an hourly rate of One Hundred Ten Dollars (\$110.00) an hour.
5. Senior Landscape Designer/Planner time at an hourly rate of One Hundred Ten Dollars (\$110.00) an hour.

6. Landscape Designer/Planner time at an hourly rate of Eighty Dollars (\$80.00) an hour.
7. Senior Landscape Designer time at an hourly rate of Ninety-Five Dollars (\$95.00) an hour.
8. Landscape Designer time at an hourly rate of Eighty-Five Dollars (\$85.00) an hour.
9. Senior Technician time at an hourly rate of Sixty Dollars (\$60.00) an hour.
10. Technician time at an hourly rate of Fifty Dollars (\$50.00) an hour.
11. Administrator time at an hourly rate of Thirty Dollars (\$30.00) an hour.

1. Reimbursable Expenses:

Reimbursable expenses of travel, communications and black and white printing of plan documents are included within the scope above

2. Client's Responsibilities:

The Client shall be responsible for the following:

- A. The Client shall provide full information concerning the Scope of Work, shall set forth the Client's objectives, restraints, and criteria.
- B. The Client shall provide the Landscape Architect with all other engineering studies, reports and architectural drawings as may be necessary for submission to the local governments having jurisdiction over the development of the property. The Landscape Architect shall rely on the accuracy of these items in the performance of his work.

3. Payment for Services:

The Landscape Architect shall bill the Client for its services due under this Agreement at such times as it shall deem proper. All invoices are due and payable upon receipt of payment from RBCRA by the Client. The Landscape Architect will stop all work per this Agreement on invoices past due 60 days. Work will not commence until all past due invoices are paid in full. The Landscape Architect assumes no responsibility for damages, financial, physical or other, because of work being stopped.

4. Termination of Agreement:

This Agreement is terminable anytime upon notice of the Client or the Landscape Architect to the other party. Termination of this Agreement, however, shall not relieve the Client of any responsibility for payment for any services performed by the Landscape Architect before receipt of the notice of termination.

5. Extent of Agreement:

This Agreement represents a portion of the AIA Agreement which will represent the entire Agreement between the Client and the Landscape Architect.

6. Limits of Liability:

The Landscape Architect or his Consultants shall not be liable to the Client for indirect, special, reliance, incidental, consequential or exemplary damages (other than personal injury damages) arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services. Pursuant to this section, **an individual employee or agent of the Landscape Architect may not be held individually liable for negligence arising out of or concerning the performance of the services for this Agreement.**

The Landscape Architect shall not be responsible for monitoring site plan approval status beyond the date of approval by the local jurisdiction having authority over the project. (Most site plan approvals expire 18-24 months after final approval.)

7. Miscellaneous Provisions

- A. This Agreement is governed by the law of the Landscape Architect's Principal place of business.
 - B. This Agreement is the entire and integrated agreement between the Client and The Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this agreement only by a written instrument signed by both the Client and the Landscape Architect.
 - C. In the event that any term or provision of this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
 - D. Neither the Client nor the Landscape Architect shall assign this agreement without the written consent of the other.
 - E. Irrespective of any other term in this agreement, the Landscape Architect shall not be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety, or any other related programs; or for another party's failure to complete their work or services in accordance with the Landscape Architect's documents.
 - F. Client agrees to indemnify, defend and hold harmless the Landscape Architect from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or this agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by the Landscape Architect's errors or omissions.
 - G. Should any legal proceeding be commenced between the parties to this agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.
 - H. The Client and the Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this agreement. The Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring the contractor and its subcontractors to waive all consequential damages against the Landscape Architect for claims, disputes or other matters in question arising out of or relating to the project.
 - I. To the extent that damages are covered by property insurance during construction, the Client and Landscape Architect waive all rights against each other and against the contractors, Landscape Architects, agents, and employees of the other for such damages. The Client or Landscape Architect, as appropriate, shall require of the contractors, Landscape Architects, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
 - J. The Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance for this Project may result in damage to property and or persons. The Client further acknowledges that, as between parties to this agreement, the Client is solely responsible for the results of any lack of or improper maintenance.
 - K. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.
8. Ownership of Instruments of Service:
- Drawings, specifications and other documents, including those in electronic form, prepared by the Landscape Architect and the Landscape Architect's contractors are Instruments of Service for use exclusively to this Project. The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

9. Retainer:

The Client shall pay a retainer in the amount of Zero Dollars (\$0.00) upon commencement of services or authorization of additional work under this Agreement. Said retainer shall be credited to the last invoice for service.

Confirmation Order

Harvard Jolly Architects

By:

Name: Rene Tercilla

Sr. Vice President/Principal

Title:

Date:

**Gentile Glas Holloway O'Mahoney
& Associates, Inc. (Landscape Architect)**

By:



Emily M. O'Mahoney, FASLA, PLA,
LEED AP@BD+C

Title: Partner

Date:

August 31, 2018
