

**CITY OF RIVIERA BEACH UTILITY DISTRICT BOARD
AGENDA ITEM SUMMARY**

MEETING DATE: September 19, 2012

AGENDA ITEM SUMMARY NO. J12-091-05

- | | |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input checked="" type="checkbox"/> REGULAR |
| <input type="checkbox"/> CONSENT | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BOARD APPOINTMENT |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING | <input type="checkbox"/> WORKSHOP |

TITLE/SUBJECT: INTERLOCAL AGREEMENT WITH RIVIERA BEACH CRA FOR DESIGN, SURVEYING, CONSTRUCTION ADMINISTRATION FOR BURIAL OF OVERHEAD UTILITY LINES

RECOMMENDATION / MOTION: APPROVAL OF RESOLUTION TO EXECUTE THE INTERLOCAL AGREEMENT AND DIRECTING CHEN MOORE & ASSOCIATES TO PROVIDE ATTACHED SCOPE OF SERVICES.

*Assistant City Manager/City Manager	Library
*District Attorney	Marina
*District Clerk	Police
Community Development	Public Works
*Finance	*Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Systems	*Utility Special District <i>WCH</i>

APPROVED BY DISTRICT EXECUTIVE DIRECTOR *John C. Amador* DATE: SEP 17 2012

Originating Dept. Utility Special District / CRA <i>WCH</i>	Costs: <u>\$189,928</u>	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
User Dept. <i>WCH</i>	Current FY: <u>2012-2013</u> Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other: CRA CRA Resolution 2012-31	
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	Budget Account Number:	Attachments: 1. Resolution 2. Inter-local Agreement Between USD and CRA including Scope of Services 3. CRA Memorandum & Resolution #2012-31
Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

SUMMARY:

The District is requesting approval of a Resolution authorizing an Inter-local Agreement between the CRA and the Utility District (District) for design, surveying and construction management for burial of overhead utilities within the Broadway Corridor and Marine District South area. The project will include installation of underground conduit within the Broadway Corridor during the reconstruction of Broadway (US-1) by the Florida Department of Transportation. The Agreement provides \$189,928 in funding for work to be completed in accordance with the scope of services (Exhibit A) with the Utility District Engineer Chen Moore & Associates. The Community Redevelopment Agency approved the Inter-local Agreement on August 29, 2012.

BACKGROUND:

The CRA has budgeted \$1,931,000 for the burial of overhead utility lines within the Broadway Corridor. The funding for the Utility District will be from this line item which is within the CRA's adopted budget. In order to attempt to accomplish this first phase of the project (design and construction of underground conduit & easement surveying) the CRA must act quickly to engage the project coordination, design assistance and construction oversight professionals to coordinate the project with overhead Utility providers including Florida Power & Light, AT&T, Comcast, Level 3 Communications, Fiberlight, and the Florida Department of Transportation. The Utility District is ideally positioned to assist the CRA with this task. The District has a Joint Participation Agreement approved with FDOT to construct new water and sewer lines within the planned US-1 reconstruction project. The Utility District proposes to expand the planned work within the Broadway (US-1) corridor to include the underground conduit and surveying work. Additional coordination and approvals from Florida Power & Light and the other utility companies will be required to accomplish the conduit installation, however this is the best opportunity to start the multi-phased overhead utility burial project. The CRA also has engaged project consultant Tony Newbold (KCK Consulting Group) who is assisting with Utility Coordination, and will be specifically working with the business and property owners along Broadway during the various phases of the project, as well as working with Florida Power Light. The FPL underground component is the most complex portion of the overall project and is expected to progress independently from AT&T, Comcast and other overhead utility providers. The Community Redevelopment Agency approved the Inter-local Agreement on August 29, 2012, and will provide the funding for the project to the Utility District.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>\$189,928</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>\$189,928</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NO. ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes _____ No X Fiscal Year 2012-13

Budget Account No.: Fund _____ Dept/Division _____ Org. _____ Object _____
 Account Number _____ Org. _____ Object _____

Reporting Category:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Scope of Services with the Utility District Consulting Engineer "Chen Moore & Associates" will cost \$189,928. The Riviera Beach Community Redevelopment Agency will provide funding in one lump sum for the project in accordance with the Inter-local Agreement.

C. District Fiscal Review:


 Mr. Louis C. Aurigemma, P.E., Executive Director

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grant Comments:

 Finance Department

 Purchasing and Grants

B. Other Department Review:

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein 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, the UTILITY DISTRICT has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and

WHEREAS, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the UTILITY DISTRICT who is already coordinating an approved existing project within the roadway improvement; and

WHEREAS, the CRA desires to contract with the UTILITY DISTRICT in order to expand the DISTRICT's planned work within the US-1 corridor to accommodate the burial of overhead utility lines including design and oversight of the installation of underground conduit; and

WHEREAS, the UTILITY DISTRICT and the CRA recognizes that the process is contingent upon agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the need to mobilize our efforts quickly to integrate the burial efforts with the FDOT roadway reconstruction project; and

WHEREAS, the CRA desires to provide funding for project management, coordination, design, easement surveying & construction oversight in accordance with Exhibit A of the Interlocal Agreement; and

WHEREAS, funding for the project is estimated to cost \$189,928, with the total project expected to cost approximately \$1.9 million; and

WHEREAS, the Community Redevelopment Agency approved Resolution 2012-31 approving the Interlocal Agreement on August 29, 2012.

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

SECTION 1: That the UTILITY SPECIAL DISTRICT Board hereby approves the attached Interlocal Agreement.

SECTION 2: That the Interim DISTRICT Finance Director is authorized to set up an Account for the project, which will be funded by the CRA.

SECTION 3: Payment of \$189,928 shall be made by the CRA to the DISTRICT upon execution of this Agreement. Payments shall be made by the DISTRICT to the consulting engineer within thirty (30) days following invoice approval. Invoice approval by the CRA shall be made within fifteen (15) days upon receipt from the DISTRICT. Should the project cost more than \$189,928, the parties agree to modify this Agreement to provide for additional funding. In no event will the District be required to provide funding for the project.

SECTION 4: The Chair and Executive Director of the UTILITY DISTRICT are hereby authorized to execute the attached Interlocal Agreement.

SECTION 5: This Resolution shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT.

PASSED AND APPROVED this 19th day of SEPTEMBER, 2012.

RESOLUTION NO. _____
PAGE 3

UTILITY SPECIAL DISTRICT

APPROVED:

BILLIE E. BROOKS
CHAIRWOMAN

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK

DAWN S. PARDO
VICE CHAIRPERSON

CEDRICK A. THOMAS
BOARD MEMBER

JUDY L. DAVIS
BOARD MEMBER

SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

J. DAVIS _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____

DATE: _____

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (hereinafter referred to as "CRA"), each constituting an agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein 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, the CRA has budgeted \$1,931,100 for the burial of overhead utility lines within the Broadway Corridor; and

WHEREAS, the CRA, desires to work with existing overhead utility providers to install underground conduit for burial of overhead utility lines during the Florida Department of Transportation roadway reconstruction scheduled for the Broadway Corridor starting in August 2012 and extending through December 2014; and

WHEREAS, the Utility District has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and

WHEREAS, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the Utility District who is already coordinating an approved existing project within the roadway improvement; and

WHEREAS, the CRA desires to contract with the Utility District in order to expand the DISTRICT's planned water and sewer work within the corridor to install underground conduit for the future burial of overhead utility lines; and

WHEREAS, the CRA recognizes that the utility burial project is contingent upon agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the opportunity to realize

potentially significant time and cost savings by installing the utility conduit during the roadway reconstruction project; and

WHEREAS, the CRA desires to provide funding for project management, coordination, engineering design, easement surveying & construction oversight; and

WHEREAS, funding for the project is estimated to cost \$189,928, with the total project expected to cost approximately 1.9 million dollars (\$1.9 million).

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants set forth, the DISTRICT and the CRA do hereby agree as follows:

Section 1. Recitals. The above recitals are true and hereby made a part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to provide for the design and project coordination for the installation of underground conduit within the Broadway (US-1) Corridor by the DISTRICT starting at 11th street and proceeding north towards the project limits (Blue Heron Boulevard) (hereinafter "project"). The final northern project limits to be determined by Florida Power and Light, the DISTRICT, and the CRA in consideration of available budgets and existing constraints of the roadway reconstruction project.

Section 3. Payment. The Executive Director of the CRA is hereby authorized to provide \$189,928 to the DISTRICT for project management, coordination, design, easement surveying and construction oversight by the DISTRICT's consulting engineer as provided by the Scope of Services in Exhibit A, attached hereto. Payment of \$189,928 shall be made by the CRA to the DISTRICT upon execution of this Agreement. Payments shall be made by the DISTRICT to the consulting engineer within thirty (30) days following invoice approval. Invoice approval by the CRA shall be made within fifteen (15) days upon receipt from the DISTRICT. Should the project cost more than \$189,928, the parties agree to modify this Agreement to provide for additional funding. In no event will the District be required to provide funding for the project.

Additional funding for construction will be required by the CRA to implement the underground installation and may be provided by future amendments to this Agreement. Should this project result in an increase in the overall cost of the roadway reconstruction project of the Broadway Corridor, then the CRA agrees to pay the City and/or DISTRICT the increased amount that is attributable to the this project.

Section 4. Management and Control. The DISTRICT shall manage and control the first phase of the project described above, and shall coordinate with the CRA regarding all aspects of the project. The DISTRICT shall utilize the Scope of Services attached in Exhibit A, or obtain approval of the CRA Executive Director for any material changes before finalizing the proposed contract with the DISTRICT's consulting engineer to complete the project. The CRA must agree to fund any additional work.

Section 5. Notice. For the purposes of this Agreement, the DISTRICT's representative shall be the DISTRICT Executive Director and the CRA's representative shall be the CRA Planning and Development Director. All notices should be sent to their attention.

Section 6. Indemnification. The CRA agrees to protect, defend, reimburse, indemnify and hold the DISTRICT, its agents, employees and representatives harmless at all times from and against any and all claims, liability, expenses of every kind and character against and from the DISTRICT which may arise out of this Agreement. Nothing contained in this Agreement shall be deemed consent by the CRA or the DISTRICT to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

Section 7. 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. CRA shall be obligated to pay the DISTRICT for all work completed up to the date of termination pursuant to this paragraph.

Section 8. 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 this 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 9. Entirety of Agreement. This Agreement and attachments represent the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

Section 10. Effective Date and Filing. This Agreement shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT. Thereafter, the CRA shall file the same with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: _____
BILLIE BROOKS
CHAIRPERSON

ATTEST:
(SEAL)

By: _____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
PAMALA H. RYAN
DISTRICT ATTORNEY

By: _____
LOUIS C. AURIGEMMA, P.E.
UTILITY DISTRICT EXEC. DIRECTOR

DATE: _____

ATTEST:

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
TONY T. BROWN
EXECUTIVE DIRECTOR

BY: _____
BILLIE BROOKS
CHAIRPERSON

APPROVED AS TO FORM:

BY: _____
J. MICHAEL HAYGOOD
CRA ATTORNEY

SCOPE OF SERVICES

Chen Moore and Associates was asked by the City of Riviera Beach Utility District (RBUD) and City of Riviera Beach Community Redevelopment Association (CRA) to coordinate the conversion of existing overhead utilities to underground on approximately 5000 Linear Feet of roadway on Broadway (US1) from 12th Street to Blue Heron Blvd. A boundary map is included. The installation of underground conduits for electrical, cable, telephone and fiber services would be done in conjunction with the current Florida Department of Transportation (FDOT) roadway improvement project (PROJECT). The schedule of the current FDOT PROJECT is not flexible and does not have enough time to complete the conversion process due to the time required to obtain necessary easements for burying lines on private property. Therefore the conversion process will be in two phases.

The first phase will coordinate the design of electrical, cable, telephone and fiber services with the FDOT PROJECT utility and roadway improvement design and construction changes within the PROJECT limits. The location of all necessary easements will be determined. The utility conversion plans will be permitted with FDOT. All utilities that can be installed as part of the FDOT PROJECT will be installed. The second phase will acquire easements on private properties, install conduits for utilities outside the FDOT PROJECT limits and complete the conversion. It is not anticipated that the second phase activities will be completed within the FDOT PROJECT schedule.

The process is contingent upon design and approval of utilities by their respective utility owner. Installing the utility conduit during roadway construction will provide the CRA a significant cost savings over using other post roadway construction methods. Therefore it is in the best interest of the CRA to install as much conduit as possible during the FDOT PROJECT construction.

Chen Moore and Associates (ENGINEER) designed water system improvements to be done in conjunction with the PROJECT. This Scope of Services expands services to include the coordination, design, permitting and construction administration for installing underground conduits and facilities as part of the PROJECT with the understanding that the PROJECT completion deadline will not be extended by FDOT. This scope is based on familiarity with the PROJECT and experience with other similar utility conversion projects.

This scope of service for phase one activities will include the following:

- Coordination with Utility Owners (FPL, Comcast, Level 3, Fiberlight, AT&T, FiberNet) FDOT, City, CRA, RBUD, Residences
- Developing a comprehensive project budget
- Easement location determination, survey and acquisition
- Prepare design plans for duct banks alongside and crossing US1 and City Streets
 - Integration of Florida Power and Light (FPL), telecommunications and cable
 - Pull boxes located at street intersections and future connections
 - Possible stub outs in FDOT right of way for future service connections
 - Landscape architecture and irrigation for above ground facilities
- Coordinate design adjustments with FDOT
- Utility Locates along City Roads
- Coordinate construction with private properties and owners
- Create quantity tabulation
- Permitting
- Bidding Coordination with Contractor
- Construction Administration

Detail design of the individual utility features will be done the responsible utilities. Installation of utility lines in the new conduits, connections at transition points and hooking up services to the residences in question will be the responsibility of the individual utilities. The CRA will pay separately for this design and transition when necessary, which will be included in the overall project budget.

The professional engineering services and the associated fees are described below. The Scope is contingent upon approval by utilities of a planned installation of conduit in the roadway before all easements are acquired. Hence coordination with utility agencies will be on an hourly basis. Design and permitting will proceed as lump sum tasks.

TASK 1 - FIELD INVESTIGATION AND EXISTING CONDITIONS

1. Field Verification: ENGINEER shall conduct field visits to assess the existing conditions of the project area and to verify the topographic survey.

TASK 2 – COORDINATION WITH CRA, FDOT AND UTILITY AGENCIES

- 2.1 Coordination with City, CRA and RBUD: ENGINEER will arrange and attend coordination meetings with the City, CRA and RBUD to integrate utility conversion plans and budgets.
- 2.2 Coordination with FDOT: ENGINEER will arrange and attend coordination meetings with the all FDOT PROJECT representatives including design, permitting, site representatives and contractor to integrate all possible utility conversion into current PROJECT.
- 2.3 Coordination with Utility Owners: ENGINEER will arrange and attend coordination meetings with all of the overhead utility owners to coordinate conversion design and construction activities with PROJECT.

TASK 3 – EASEMENT ACQUISITION

The CRA will lead the effort to negotiate easement acquisition with residents. ENGINEER will provide technical support to this effort.

- 3.1 Easement Identification: ENGINEER shall identify locations of necessary easements based on coordination with utility owners.
- 3.2 Easement Renderings: ENGINEER will provide high quality visualization renderings of future easements to facilitate CRA negotiations and easement approvals with residents. ENGINEER will attend meetings with CRA staff to discuss easements with residents.
- 3.3 Easement Coordination: ENGINEER shall enter into contract with competent survey firm registered in the State of Florida to provide sketches and legal descriptions for easements. It is anticipated that up to 75 easements will be required.
- 3.4 Easement Processing: ENGINEER shall process all easement documents with County.

TASK 4 – 90% DESIGN PLANS AND PERMIT

Due to limited time constraints the submittal schedule is accelerated.

- 4.1 Design Submittal: ENGINEER shall prepare a 90% design submittal, which will include existing conditions, proposed PROJECT design and utility conversion plans, landscape and irrigation for easements. ENGINEER will submit 2 half size (11"x17") plan sets to the CRA and RBUD as part of this submittal. Electronic copies will be submitted to CRA, RBUD, FDOT and Utility Owners.
- 4.2 Permit Submittal: ENGINEER shall prepare and submit a Utilities Permit to FDOT.
- 4.3 Modifications: ENGINEER shall modify documents in response to permit comments.
- 4.4 Cost Estimate: ENGINEER shall formulate a cost estimate of the probable construction costs which will reflect the proposed improvements included within the 90% design plans.

TASK 5 – 100% FINAL DESIGN

- 5.1 Design Submittal: ENGINEER shall prepare a 100% final design plan addressing previous review comments from all relevant agencies. Final design will include plans and relevant details for the following disciplines: existing conditions, FDOT improvements and utility conversions. ENGINEER will submit up to 2 half size (11"x17") plan sets.
- 5.2 Contract Documents: ENGINEER shall prepare 100% construction documents including FDOT pay item, technical specifications, final quantity list and additional special provisions as required by the FDOT.

- 5.3 Contractor Selection Coordination: It is assumed that the utility relocations will be done by a sub-contractor selected as part of the PROJECT. The contractor has already been selected. ENGINEER will negotiate with contractor to establish a final cost for utility conversion beyond PROJECT limits.

TASK 6 – CONSTRUCTION ADMINISTRATION

Construction activities are contingent upon approval of utility installation by utility owners. Hence these activities will only be charged if construction is approved. Construction administration will be coordinated with the FDOT PROJECT along the US1 corridor. Construction in the City streets may be done by the same contractor. It is assumed that each utility will need to perform final inspection for their services. Chen Moore and Associates will be available on an hourly basis to assist with any aspects of construction administration required.

- 6.1 Construction Administration: ENGINEER shall perform contract administration duties as indicated in the General Contract with the RBUD on an as-needed basis. ENGINEER will attend project coordination meetings as needed.
- 6.2 Project Closeout and Certification: ENGINEER will certify the project at completion and close out all permits.

TASK 7 – REIMBURSABLES

The following are estimated costs of reimbursable expenses. The CRA will only pay for those services which were used.

- 7.1 Printing: Printing and reproduction costs for submittal material will be billed to the CRA.
- 7.2 Easement Survey, legal descriptions for processing 75 easements will be paid on a per easement basis.

ASSUMPTIONS

- Conduit design will be dependent upon obtaining information on existing conditions and design from respective utility agencies.
- Construction administration services are contingent upon respective utilities approving conduit to be installed in the right of way before all easements are acquired.
- Construction administration services are limited to interaction with the contractor and will not include responding to resident concerns. All resident issues will be directed to the CRA.
- All review comments from the CRA, RBUD and FDOT shall be provided to ENGINEER at one time. Any revisions due to additional comments may result in the need for additional services.
- CRA shall provide all required permit fees.
- CRA shall be responsible for easement processing fees.

DELIVERABLES

Chen Moore and Associates will provide the following deliverables at each submittal:

Easement Renderings:

- Renderings for 4 different easement examples based on easement size and facility size.
- Landscape plans for 4 different easement examples.

Design plans:

- 2 half size sets (11"x17") at 90% and 100% submittal
- 4 half size sets (11"x17") for permitting submittals
- 1 half size set (11"x17") for contractor cost coordination
- 1 digital PDF copy for bidding purposes

Technical Specifications:

- 1 set at 100% submittal (PDF format)

SCHEDULE OF SERVICES

Chen Moore and Associates will accelerate the project as much as possible. Task 2 Coordination will be ongoing throughout the project with the immediate objective of obtaining approval from utilities for conduit installation. Task 3 Easement Acquisition will begin immediately with finalizing easement locations with utility owners and coordinating with residents. Approval of easements is beyond immediate the control of this project. Upon obtaining necessary information from utilities and approval of locations, preliminary Task 4 drawings will be completed within 30 days. There may be several modifications to Task 4 drawings as the CRA coordinates with utilities and properties. Task 5 will be completed within 30 days of the approval of Task 4. Task 6 will be performed in coordination with the PROJECT schedule.

ENGINEERING FEES

The fees for the above tasks are as follows.

ITEM	COST
TASK 1 – FIELD INVESTIGATION AND EXISTING CONDITIONS	\$2,069
TASK 2 – COORDINATION WITH CRA, FDOT AND UTILITY AGENCIES	\$24,639
TASK 3 – EASEMENT ACQUISITION	\$25,666
TASK 4 – 90% DESIGN PLANS AND PERMIT	\$30,978
TASK 5 – 100% DESIGN	\$12,228
TASK 6 – CONTRACT ADMINISTRATION	\$52,648
TASK 7 – REIMBURSABLES	\$41,700
TOTAL	\$189,928

The tasks will be billed according to the following schedule. Lump Sum Tasks will be billed on a monthly basis according to the percentage completion of the project. Hourly Tasks will be billed at the hourly not-to-exceed amount specified, without authorization from the CRA. Reimbursable Expenses will be billed at cost to the CRA.

ITEMS	COST
Hourly Tasks Total (Task 1, 2 and 5)	\$79,356
Lump Sum Tasks Total (Task 3 - Task 4)	\$68,872
Reimbursable Expenses (Task 6)	\$41,700
TOTAL	\$189,928

See Exhibit B for a breakdown of fees.

Riviera Beach CRA
Utility Conversion
Boundary



Legend

-  UCBoundary
-  BPParcels

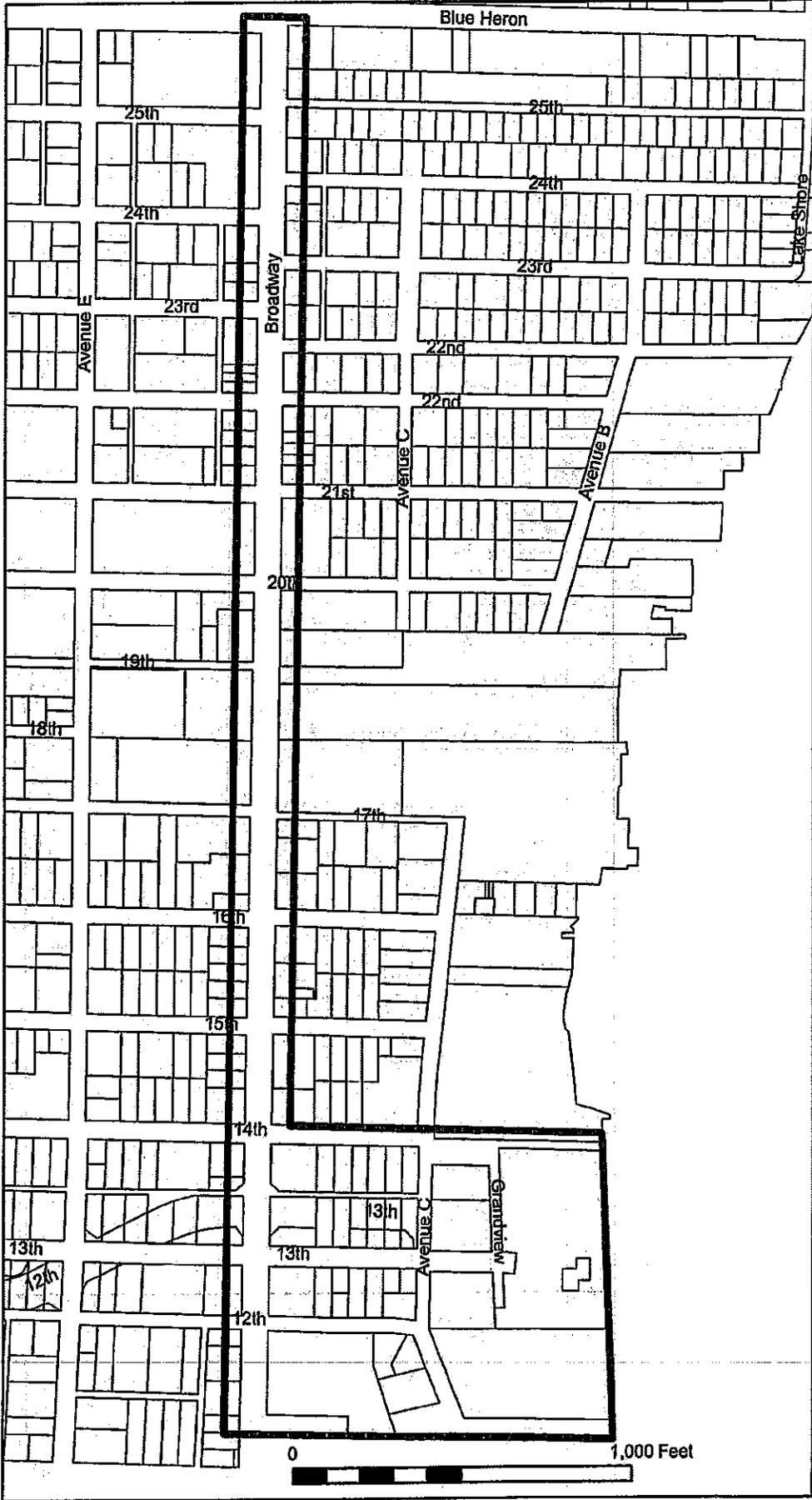


EXHIBIT B

City of Riviera Beach
US1 Utility Conversion Project - Fee Proposal

Chen Moore and Associates Project # 137.xxx

	Subconsultant Costs		Professional Staffing						Total
	Clerical	CAD Technician	Inspector	Senior Inspector	Project Engineer	Senior Engineer	Project Manager	Principal	
Hourly Rate 2009	\$79.53	\$74.97	\$86.61	\$135.81	\$97.50	\$108.17	\$150.45	\$214.84	
TASK 1 – FIELD INVESTIGATION AND EXISTING CONDITIONS									
1.1 - Field Verification:							8	8	\$2,069
Task 1 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$865	\$1,204	\$0
TASK 2 – COORDINATION WITH CRA, FDOT AND UTILITY AGENCIES									
2.1 - Coordination with City, CRA and RBUD							16	16	\$4,138
2.2 - Coordination with FDOT							16	16	\$4,138
2.3 - Coordination with Utility Owners							40	80	\$16,363
Task 2 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$7,788	\$16,850	\$0
TASK 3 – EASEMENT ACQUISITION									
3.1 - Easement Identification:							8	12	\$2,871
3.2 - Easement Renderings:			40				16	4	\$5,761
3.3 - Easement Coordination:							16	8	\$2,934
3.4 - Easement Processing:		80					40	24	\$14,300
Task 3 Total	\$8,362	\$2,999	\$0	\$0	\$0	\$0	\$8,654	\$7,222	\$430
TASK 4 – 90% DESIGN PLANS AND PERMIT									
4.1 - Design Submittal:			80				36	36	\$15,308
4.2 - Permit Submittal:			24				24	16	\$7,232
4.3 - Modifications:			24				16	12	\$5,385
4.4 - Cost Estimate:							12	12	\$3,103
Task 4 Total	\$0	\$9,596	\$0	\$0	\$0	\$0	\$9,510	\$11,494	\$490
TASK 5 – 100% FINAL DESIGN									
5.1 - Design Submittal:			40				16	12	\$6,535
5.2 - Contract Documents:							24	8	\$4,859
5.3 - Contractor Selection Coordination:							4	4	\$1,034
Task 5 Total	\$0	\$2,999	\$0	\$0	\$0	\$0	\$4,769	\$3,811	\$859
TASK 6 – CONTRACT ADMINISTRATION									
6.1 - Contract Administration:				180	40		80	80	\$41,712
6.2 - Project Closeout and Certification:			40				40	24	\$10,936
Task 6 Total	\$0	\$2,999	\$15,590	\$5,432	\$0	\$12,980	\$15,647	\$0	\$52,648
TASK 7 – REIMBURSABLES									
7.1 - Printing:	\$450								
7.2 - Easement Surveys (75 Easements):	\$41,250								
Task 7 Total	\$41,700								

	Total per Task
TASK 1 – FIELD INVESTIGATION AND EXISTING CONDITIONS	\$2,069
TASK 2 – COORDINATION WITH CRA, FDOT AND UTILITY AGENCIES	\$24,639
TASK 3 – EASEMENT ACQUISITION	\$25,666
TASK 4 – 90% DESIGN PLANS AND PERMIT	\$30,978
TASK 5 – 100% FINAL DESIGN	\$12,228
TASK 6 – CONTRACT ADMINISTRATION	\$52,648
TASK 7 – REIMBURSABLES	\$41,700
TOTAL	\$189,928
Hourly Tasks Total (Task 1, 2 and 5)	\$79,356
Lump Sum Tasks Total (Task 3 – Task 5)	\$68,872
Reimbursable Expenses (Task 6)	\$41,700
Total Budget	\$189,928



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbkra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: *T.B.* Tony T. Brown
Executive Director, CRA

DATE: August 21, 2012

CC: J. Michael Haygood, Interim General Counsel
Louis C. Aurigemma, P.E., Utility District Executive Director
Ruth Jones, City Manager

SUBJECT: Resolution of the Agency to Approve an Interlocal Agreement between the CRA and the Utility District for design, surveying and construction management for burial of overhead utilities within the Broadway Corridor and Marine District South area.

Request for Board Action:

The Agency is requesting approval of a Resolution authorizing an Interlocal Agreement between the CRA and the Utility District (District) for design, surveying and construction management for burial of overhead utilities within the Broadway Corridor and Marine District South area. The project will include installation of underground conduit within the Broadway Corridor during the reconstruction of Broadway (US-1) by the Florida Department of Transportation. The Agreement provides \$189,928 in funding for work to be completed in accordance with the scope of services (Exhibit A) with the Utility District Engineer Chen & Associates.

Background

The CRA has budgeted \$1,931,000 for the burial of overhead utility lines within the Broadway Corridor. The funding for the Utility District will be from this line item and thus the fiscal impact was planned and budgeted. In order to attempt to accomplish this first phase of the project (design and construction of underground conduit & easement surveying) the CRA must act quickly to engage the project coordination, design assistance and construction oversight professionals to coordinate the project with overhead Utility providers including Florida Power & Light, AT&T, Comcast and the Florida Department of Transportation. The Utility District is ideally positioned to assist the CRA with this task. They already have a Joint Participation Agreement approved with FDOT to construct new water and sewer lines within the planned US-1 reconstruction project. The District has been extremely helpful in agreeing to attempt to expand their planned work within the Broadway (US-1) corridor to include the underground

conduit and surveying work. Additional coordination and approvals from Florida Power & Light and the other utility companies will be required to accomplish the conduit installation, however this is the best opportunity to start the multi-phased overhead utility burial project. The Agency continues to work with project consultant Tony Newbold who is assisting with Utility Coordination, and will be specifically working with the business and property owners along Broadway during the various phases of the project as well as working with Florida Power Light as their underground components (most complex) of the overall project will progress independently from AT&T, Comcast and other overhead utility providers.

Fiscal Impact:

The 2012 Budget includes \$1,931,000 in funding from the BBT loan, for the Utility Burial Project along US-1 within the CRA. Costs expended thus far include FPL preliminary design estimate of \$9,221., and a contract for project coordination with Tony Newbold for \$9,900. (Tony Newbold services through December 2012). The project has a balance of \$1,911,879. available to fund this contract.

Recommendation

CRA Staff recommend approval of the Resolution authorizing the Interlocal Agreement with the Utility District and providing \$189,928 in funding for the design, surveying and oversight of underground conduit installation portion of the project. The Utility District Board will be required to review and approve both the Interlocal Agreement and the scope of services (Exhibit A) with the Utility District's consulting engineer to complete the design, coordination and survey work accordingly.

RESOLUTION NO. 2012-31

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING 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, 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, the CITY created the CRA in 1974 consistent with the Community Redevelopment Act. The fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight. In 1999, the CITY performed a "Finding of Necessity", which allowed the CITY to expand the CRA boundary and adopted the "Finding of Necessity" per Resolution No. 88-01; and

WHEREAS, the Utility District has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and

WHEREAS, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the Utility District who is already coordinating an approved existing project within the roadway improvement; and

WHEREAS, the CRA desires to contract with the Utility District in order to expand their planned work within the US-1 corridor to accommodate the burial of overhead utility lines including design and oversight of the installation of underground conduit; and

WHEREAS, the Utility District and the CRA recognizes that the process is contingent upon

agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the need to mobilize our efforts quickly to integrate the burial efforts with the FDOT roadway reconstruction project starting in August 2012; and

WHEREAS, the CRA desires to funding to the Utility District for the project in the amount of \$189,928.00 for project management, coordination, design, easement surveying & construction oversight in accordance with Exhibit A of the Interlocal Agreement; and

WHEREAS, the total project is expected to cost approximately 1.9 million dollars and additional funding to complete the construction portion for the utility burials.

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

SECTION 1. The Agency hereby approves the attached Interlocal Agreement between the City of Riviera Beach Utility District and the Riviera Beach Community Redevelopment Agency.

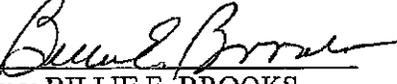
SECTION 2. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

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

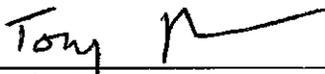
PASSED AND ADOPTED this 29TH day of August, 2012.

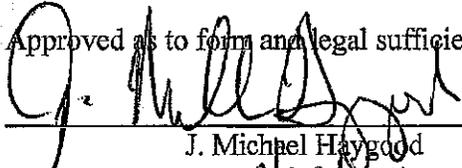
[Signatures on following page]

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: BILLIE E. BROOKS
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency

J. Michael Haygood
Date 8/26/2012
Haygood & Harris LLC
General Counsel to CRA

MOTION BY: Judy Davis

SECONDED BY: Dawn Pardo

- B. BROOKS AYE
- D. PARDO AYE
- C. THOMAS AYE
- S. LOWE AYE
- J. DAVIS AYE