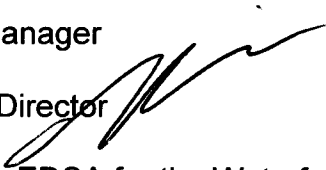




**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: September 10, 2013
TO: Robert Baldwin, City Manager
FROM: Marc LaFerrier, AICP, Director 
SUBJECT: Additional services with EDSA for the Waterfront Revitalization Plan

On May 22nd, 2012, City Commission approved an agreement with EDSA, Inc. for development of a Beach Waterfront Revitalization Plan. The previously approved Agreement with EDSA, Inc. totaled \$103,500.00 and was funded by a \$30,000.00 NOAA Coastal Zone Management Grant and \$73,500.00 provided from City's Parking Fund.

Additional professional services are requested for EDSA to amend the final Revitalization Plan, provide additional analysis, and conduct additional meetings and public presentations. Funding for these additional services is available and may be funded by transfer of available resources in the City's Parking Fund in the amount not to exceed \$9,500.00.

Recommendation

The Commission hereby approves the execution of an Agreement by the City Administration authorizing additional professional services from EDSA, Inc., in an amount not to exceed \$9,500.00.

Attachments

Addendum for Additional Services



ADDITIONAL SERVICES ADDENDUM
City of Dania Beach – Dania Beach Waterfront Revitalization Plan – RFP# 12-007
 Dania Beach, Florida
 June 26, 2013

ADDENDUM TO THE ORIGINAL AGREEMENT DATED MAY 4, 2012 BETWEEN EDSA, INC. (EDSA) AND CITY OF DANIA BEACH (OWNER) HEREBY AGREE AS FOLLOWS:

SCOPE OF SERVICES

EDSA will provide professional design services to review and revise the phasing aspect of the Ocean Park Revitalization Plan, as well as review the existing marina plans for refinement based on the Ocean Park Plan as requested. The intent of this effort is primarily to assist the City with the phasing of the master plan to make sure that the implementation is feasible and fiscally adoptable to the City's needs and responsibilities. Also, this will include adding a section describing beach re-nourishment initiatives. Below we outlined our tasks including design refinements, review and recommendations, and attendance of up to 6 meetings with City personnel and officials. We estimate the proposed tasks will be completed within 2 months.

DELIVERABLES

The following will be provided in response to the City request for design review services:

- o Refinements of Ocean Park Plan phasing, budget costs, and beach re-nourishment sections
- o Submit Refined Master Plan booklet
- o Attend meetings and presentations

COMPENSATION

EDSA will provide the above outlined services on an hourly basis not to exceed \$9,500. The reimbursable expenses will be additional and billed as outlined in the General Terms and Conditions of the Original Agreement.

If this addendum meets with your needs and expectations, receipt of a signed copy will serve as our authorization to proceed. Please let us know if you have any questions or require adjustments to better suit your needs.

APPROVED and ACCEPTED this _____ day of _____, 2013


City of Dania Beach

EDSA, Inc.

By: _____

By: Kona Gray, ASLA _____

Signature: _____

Signature:  _____

Title: _____

Title: Principal _____

Attachments: General terms and Conditions, Rate Schedule
 cc: Kristin Dion, Jack Garcia, File

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GENERAL TERMS AND CONDITIONS JANUARY 2012

1. The General Terms and Conditions outlined below are part of the attached letter agreement and are hereby incorporated by reference. If EDSA does not receive a response to the letter agreement within ninety (90) days, the fees and conditions for the design services will be subject to change. Please read these General Terms and Conditions carefully. Your acceptance of this agreement constitutes your acceptance of the foregoing terms and conditions.
2. The standard of care for all professional services performed or furnished by EDSA under this agreement will be the skill and care used by landscape architects practicing under similar circumstances at the same time and in the same locality. EDSA makes no warranties, either express or implied, under this agreement or otherwise, in connection with EDSA's services.
3. The Client shall provide EDSA with a development program and site information regarding the requirements and objectives for the Project. Additionally, EDSA shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Client or by others authorized by Client.
4. If EDSA's services under this letter agreement do not include services during the construction phase of the project, then Client assumes all responsibility for the application and interpretation of EDSA's drawings, specifications and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase landscape architectural or professional services; and Client waives any claims against EDSA that may be connected in any way thereto.
5. Unless otherwise stated in the attached letter agreement, the Client shall pay all out-of-pocket expenses, in addition to professional fees. Out-of-pocket expenses are defined as actual expenditures made by EDSA, their employees, and/or professional consultants in the interest of the project and include, but are not limited to the following expenses:
 - a. Air Travel, including departure taxes (Business Class for flights scheduled for three [3] hours or greater) and related airline/agency fees
 - b. Hotel accommodations
 - c. Meals
 - d. Ground transportation, i.e., rental cars and taxis
 - e. Postage, freight, telephone, facsimile, overnight express mail and courier services
 - f. Blueprinting, photocopying, reproductions and printing
 - g. Photographic supplies and processing
 - h. Study model materials
 - i. Special renderings, models, photographs and special consultants, when authorized by Client

The above listed items will be billed at the actual cost incurred plus a 10% Administrative Fee.

6. All documents prepared or furnished by EDSA pursuant to this agreement are instruments of EDSA's professional service. Upon payment in full for these professional services, EDSA shall grant joint ownership of such documents. Reuse, reproduction, modification of such documents by Client, without EDSA's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold EDSA harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client.
7. If special drawing modifications are requested when transferring electronic media, i.e., CAD format, special blocks, drawings, setting up special layering for files, etc., the associated time with the requested modifications

CLIENT'S INITIALS _____

will be billed at cost plus 10%. Prior to the preparation of transfer media, both parties will agree upon the special modifications.

8. Client acknowledges that the information and data delivered to Client in machine editable copies of the documents, such as CAD files, may vary from that contained on paper copies of the documents and/or read-only digital media files, such as PDF files. Variances may be due to the use of different software, hardware, or output devices by Client or others from those used by EDSA for original preparation and printing of the documents. The provided hard copies and/or read-only digital media shall govern in the event of any inconsistency or discrepancy between the two.

Client acknowledges that the conversion of machine editable documents from the system or format employed by EDSA to that of Client or others cannot be accomplished without the introduction of inexactitude, abnormalities, and errors. In the event documents provided to Client in machine-readable form are so converted, Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify EDSA and EDSA's professional associates and consultants from and against all arising claims, liabilities, losses, and expenses including attorney fees.

9. All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars drawn upon a U.S. Bank unless otherwise stated in this letter agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by EDSA, it will be applied to the final payment due unless otherwise stated in this letter agreement.
10. In the event the Client should use a foreign bank as its payment bank, the Client shall wire the funds in U.S. Dollars, net of any transaction fees, to EDSA's local bank using the following information:

BANK:	SunTrust Bank
	515 East Las Olas Blvd.
	Fort Lauderdale, FL 33301
ABA NUMBER:	061000104
SWIFT NUMBER:	SNTRUS3A
CREDIT:	EDSA, Inc.
ACCOUNT NUMBER:	1000114180770

Please indicate project name and/or number to be credited.

11. All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.

In the event EDSA does not receive payment within sixty (60) days, EDSA may stop work on the project until payment is received. Stoppage of work by EDSA due to non-payment of invoices beyond sixty (60) days will not be deemed as a default under the terms of this letter agreement. An additional fee may be required to stop and restart work due to nonpayment.

12. In the event that the project is suspended for more than forty-five (45) days, through no fault of EDSA, EDSA shall be entitled to payment for services on a percentage of completion basis for all completed work.
13. The Client agrees that this letter agreement shall be interpreted according to the laws of the state where the contracting EDSA office is located, and agrees to reimburse EDSA for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this letter agreement. In the event of any such dispute, Client agrees that the court venue will be located in Broward County, Florida.

CLIENT'S INITIALS _____

14. Signature of the attached letter agreement will signify the Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, the Client warrants that the necessary funds are available to pay EDSA for the services and expenses outlined in this letter agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits or financing commitments.
15. The Client may terminate this Agreement without cause with ten days written notice and may terminate with cause upon seven days written notice by certified mail, facsimile, or private courier. The Client may direct EDSA to immediately stop work in the event of a termination with cause.

EDSA shall give the Client ten days written notice of EDSA's intention to terminate or suspend provision of services. This notice shall specify EDSA's reason(s) for the intended termination or suspension and shall state with specificity the means by which the Client may cure the asserted grievance. If the Client, through no fault of EDSA, fails to cure the asserted grievance within seven days thereafter, this Agreement may be immediately terminated by EDSA.

In the event of termination, EDSA shall be compensated for all services fully and satisfactorily performed until such termination date, together with Reimbursable Expenses incurred.

16. This letter agreement will be valid for the duration of the project.

CLIENT'S INITIALS _____



RATE SCHEDULE

EFFECTIVE MAY 1, 2011

Principal	\$300 per hour
Associate Principal	\$240 per hour
Vice President	\$180 per hour
Senior Associate	\$150 per hour
Associates	\$120 per hour
Design Staff II	\$110 per hour
Design Staff I	\$ 90 per hour
Draftsperson II	\$ 55 per hour
Draftsperson I	\$ 50 per hour
Clerical Staff	\$ 60 per hour

Client's Initials: _____