

AGREEMENT

between

City of Fort Lauderdale

and

BERMELLO, AJAMIL & PARTNERS, LLC

for

HOLIDAY PARK PARKING GARAGE DESIGN CRITERIA PACKAGE

EVENT NO. 157 PROJECT NO. 12891

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 4th day of June, 2024, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality,
(hereinafter referred to as "CITY")

and

BERMELLO, AJAMIL & PARTNERS, LLC, a Florida
corporation, (hereinafter referred to as
"CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of June 4, 2024, authorized by motion, the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Consultant Services for the Design Criteria Package for Holiday Park Parking Garage, Event No. 157, Project No. 12891, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated June 4th, 2024, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A" Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends that CITY pay identified amounts to the CONSULTANT for services performed by the CONSULTANT on the Project.
- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY

authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: BERMELO, AJAMIL & PARTNERS, LLC, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: appointed by the City Manager to assure compliance with the contract and applicable law. The Transportation and Mobility Department Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation (City of Fort Lauderdale Request for Qualifications (RFQ) Event No. 157), this Agreement, all Exhibits attached to this Agreement, City approved Change Orders, Addenda or Amendments to all related documents to the Change Orders, Specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale RFQ Event No. 157.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The Director of the Transportation and Mobility

Department for the City of Fort Lauderdale.

- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring

the Construction Phase of the Project to completion.

- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBCONTRACTOR/SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for a contractor in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2023).
- 1.27 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.28 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.29 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2023), CITY has formed a Committee to evaluate CONSULTANT'S statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2023), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: to provide a Design Criteria Package for a new parking garage at Holiday Park in Fort Lauderdale, Florida as more specifically described in Exhibit "A" Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and

skill expected of similar engineering firms. No other warranties, expressed or implied, are made or intended.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2023), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addenda or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale RFQ Event No. 157.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale RFQ Event No. 157.

- 5.2 Anything shown on the drawings and not mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

ARTICLE 7 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

- 7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT'S services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with the terms of this Agreement for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **THREE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$349,664)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it

has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A Not-to-Exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses and profit, or as required by individual Task Order.

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various

offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.3.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

- 8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 8.4.3 To protect against payment fraud, CONSULTANT shall comply with any additional requests made by CITY staff or authentication required by the CITY to verify CONSULTANT's identity, banking information, address, and any other pertinent information, prior to the issuance of each payment.
- 8.4.4 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).
- 8.4.5 Payment Card Industry (PCI) Compliance: Consultant agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Consultant and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

- 8.4.6 Payment will be made to CONSULTANT at:

Bermello, Ajamil & Partners, LLC
900 SE 3rd Avenue, Suite 100
Fort Lauderdale, FL 33316

ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.

- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;

- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
- 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11
CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

- 12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does

not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY'S request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this

Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

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

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading,

demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

12.7 SUB-CONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the sub-consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services

for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of sub-consultants submitted is as follows:

Rich & Associates, Inc.
Bliss & Nyitray Inc
BND Engineers, Inc.
Fraga Engineers, LLC
The Bosch Group, Inc.
GCES Engineering Services, LLC
Premiere Design Solutions, Inc
Curtis & Rogers Design Studio, Inc.
Tom Graboski Associates, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not sub-contract any portion of the work required by this Agreement except as authorized in accordance with the terms of this Agreement.

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

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, its elected and appointed officials, and its agents, from all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, at trial and appellate levels, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and any persons employed or utilized by CONSULTANT in the performance of this Agreement, and any associated Task Orders or Work Authorization. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the

City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation

insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of

the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party

beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes,

ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

In the event CONSULTANT is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against

CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY:	Transportation & Mobility Director City of Fort Lauderdale 290 NE 3 rd Avenue Fort Lauderdale, FL 33304 Telephone: (954) 828-3781
With a copy to:	City Manager City of Fort Lauderdale 101 NE 3 rd Avenue, Suite 2100 Fort Lauderdale, FL 33301 Telephone: (954) 828-5364 City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1650 Fort Lauderdale, FL 33301 Telephone: (954) 828-5037
CONSULTANT:	Bermello, Ajamil & Partners, LLC ATTN: Scott Bakos 900 SE 3 rd Avenue, Suite 100 Fort Lauderdale, FL 33316 Telephone: (954) 278-3240 Email: sbakos@bermelloajamil.com

12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT'S health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and

other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301.

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT'S expense, counsel being subject to the City's approval, and indemnify and hold harmless the City, its employees, officers, elected officials, appointed officials, agents, and volunteers from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, lawsuits royalties, expenses, or liabilities, including any award of attorney fees, paralegal fees, expert witness fees, mediation fees, arbitration fees, court costs and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, trademarked, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or

copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the CITY'S Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Consultant and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees within 3 business days after the first day that the new employee begins working for pay as required under 8 C.F.R. s. 274a.

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subconsultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095, Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095, Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE, a Florida municipal corporation.

By: 
SUSAN GRANT
Acting City Manager

Date: 8/9/24

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: 
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

CONSULTANT

Bermello, Ajamil & Partners, LLC, a Florida Limited Liability Company

WITNESSES:

[Signature]
Signature

Lily Kathryn C. Stoke
Print Name

[Signature]
Signature

Roberto Herrera
Print Name

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Miami-Dade:



By: [Signature]
AGUSTIN J BARRERA
Principal

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of August, 2024, by Agustin J Barrera, as Principal, for Bermello, Ajamil & Partners, LLC, a Florida Limited Liability Company.

[Signature]
(Signature of Notary Public - State of Florida)

Diana Denis
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced: _____

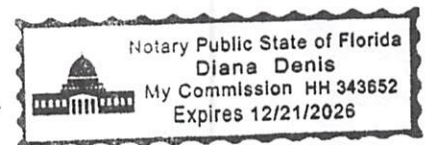


EXHIBIT A

Bermello, Ajamü & Partners

HOLIDAY PARK FORT LAUDERDALE FEE PROPOSAL FOR THE PREPARATION OF DESIGN CRITERIA PACKAGE

Mr. James Hemphill, CPPB
Project Manager, Engineering Division
Transportation and Mobility (Construction)
City of Fort Lauderdale
290 NE 3rd Ave.
Fort Lauderdale, FL 33304

December 19th, 2023
February 02nd, 2024 (rev1)
March 05th, 2024 (rev 2)
April 05th, 2024 (rev 3)
April 18th, 2024 (rev 4)
April 23rd, 2024 (rev 5)

RE: Holiday Park Fee Proposal for a Design Criteria Package

This Task Authorization is to prepare a Design Criteria Package (DCP) to develop a new Parking Garage at Holiday Park in Fort Lauderdale (the "Project") designed to accommodate parking needs for several types of events. This exercise will lead to the preparation of design criteria documents package for the procurement of a design-build team to construct the parking facility at Holiday Park.

SCOPE OF SERVICES

Task 1 – Data Collection & Conceptual Design Options

Task 2 – Design Criteria Package consisting of 30% design drawings, outline specifications and Opinion of Probable Cost (OPC)

Task 1

Data Collection

- 1.1 Obtain from Ownership if available, a topographic and location survey of the study area. The survey will locate all visible structures, utilities, roadways, etc.
- 1.2 Obtain as-builts within the study area if available, including utilities, provided by Ownership.
- 1.3 Prepare a geotechnical investigation plan and execute the necessary field work and laboratory work to present the recommendations for the design of the project in the form of an analysis and report. BA will coordinate with Ownership to seek expedited approval of the geotechnical services to meet the DCP documentation schedule.
- 1.4 Prepare a Specific Purpose Survey for the Project to collect above-ground information, significant or unusual changes in grade delineation with elevations, existing above-ground utilities within the right-of-way and easements and collect rim elevation information. BA will coordinate with Ownership to seek expedited approval of the surveying effort to meet the DCP documentation schedule.
- 1.5 Prepare a condition report of the inspections.
- 1.6 Asbestos Report, if applicable, for any Demolition Work will be performed by others and is not included in this work order. The third party preparing the Asbestos Report will need to prepare the necessary documentation as required by the relevant authorities to achieve the intended demolition.
- 1.7 Conduct a Phase I Environmental Investigation and prepare a report of the findings.
- 1.8 A Phase II Environmental Investigation, if required, based on the findings obtained from the Phase I Environmental Investigation, is not included in this scope and fee proposal.

Conceptual Design Options

1.9 The Design Team (the Consultant) will prepare two (2) conceptual design options for the Owner's review and comment. Option 1 will consider 1,000 parking spaces in a new parking garage structure, with integrated office space. Option 2 shall consider 600 parking spaces in a new parking garage structure with integrated office space with an additional 300 parking spaces of paved surface lot parking. For each of the two (2) conceptual design options, the Design Team will provide the following documentation for the Owner's review, comment and selection of the preferred conceptual design option:

- a) Conceptual site plan
- b) Conceptual ground, typical and roof deck floor plan layouts for the parking garage structure
- c) Conceptual elevations demonstrating the aesthetic design for the parking garage structure
- d) Three (3) 3D Rendering options provided in a SketchUp medium
- e) Rough Order of Magnitude (ROM) construction cost

Task 2

Design Criteria Package consisting of 30% design drawings, outline specifications and Opinion of Probable Cost (OPC)

Upon the Owner's review and selection of the preferred design option from the two (2) conceptual design options submitted in Task 1, the Owner shall provide the Design Team with a Notice-To-Proceed (NTP) to prepare a DCP for the selected design option consisting of 30% level of design drawings, along with outline specifications and an Opinion of Probable Construction Costs.

BA and its Sub-Consultants will prepare the following documentation:

Civil

- a. Provide a Site Plan detailing on site utilities.
- b. Stormwater/Erosion Control Plan.
- c. Grading, Paving, Striping, Signage and Drainage design.
- d. ADA compliance for walkways and surface parking spaces.
- e. Identification of permit requirements.
- f. Assistance with cost estimating – clarifications for cost estimating Consultant.

Surveying

- a. Provide a Specific Purpose Survey.

Geotechnical

- a. Provide services for field work and laboratory testing programs.
- b. Geotechnical engineering evaluations/recommendations.

Landscape

- a. Provide site analysis – existing conditions and arborist report for existing trees within the

- site limits.
- b. Review of applicable Landscape Codes and identification of relevant permits.
- c. Preparation of design concept and drawings completed to a 30% level of design drawings.
- a. Assistance with cost estimating – clarifications for cost estimating Consultant.
- d. Prepare softscape (existing and new landscape).
- e. Irrigation portions within the scope of work.

Architectural

- a. Provide 30% level of design drawings – site plan, floor plans, elevations and building sections.
- b. Provide outline specifications.

Structural

- a. Provide 30% level of design drawings.
- b. Provide outline specifications.
- c. Provide structural narratives.

Parking

- a. Provide 30% level of design drawings.
- b. Description / program for parking access control systems.
- c. Develop parking related signage location plan.
- d. Coordination with other Design Team Consultants (Architecture, Structure, MEP, LV).
- e. Provide outline specifications related to parking access controls, signage, striping.

Mechanical / Electrical / Plumbing / Fire Protection

- a. Provide 30% level of design drawings.
- b. Provide outline specifications.
- c. Provide MEP narrative.
- d. Assistance with cost estimating – clarifications for cost estimating Consultant.

Low-Voltage

- a. Provide 30% level of design drawings.
- b. Provide outline specifications.
- c. Provide LV narrative.

Signage and Wayfinding

- a. Signage Project Definition Documentation.
- b. Provide 30% level of design drawings.
- c. Provide outline specifications.

Cost Estimating

- a. OPC for the 50% DCP milestone.

- b. OPC for the 90% DCP milestone.
- c. OPC for the 100% DCP milestone

Environmental Investigation Phase I

- a. Conduct a Phase I Environmental Investigation and prepare a report of the findings.
- b. A Phase II Environmental Investigation, if required, based on the findings and report from the Environmental Phase I Investigation can be available for the Client's consideration. A fee proposal for the Environmental Phase II investigation is attached for the Client's review and consideration should it be needed but is not included in this scope and fee proposal.

DATA / SERVICES TO BE PROVIDED TO BA BY THE CLIENT

BA will request the following information from the Client if available to help expedite the data collection and investigation for the project site:

- Property boundary surveys
- Asbestos or hazardous material studies of existing structures if applicable
- Utility plans
- On-going roadway plans
- Existing data of parking usage
- Files as listed in the Scope (as-builts)

DELIVERABLES

BA will provide the following deliverables to the City:

Meetings/Program Definition/Data Collection

Two (2) Conceptual Design Options including a ROM Cost Estimate with each option

50% Design Criteria Package / Draft Documents / Outline Specifications / Cost Estimate

90% Design Criteria Package / Draft Documents / Outline Specifications / Cost Estimate

100% Design Criteria Package / Draft Documents / Outline Specifications / Cost Estimate

Final Design Criteria Package / Documents – Complete Outline Specifications

SCHEDULE

Task 1:	Data Collection	2 weeks
	Conceptual Design Options	8 weeks (Does not include Client Review Time)
Task 2:	Design Criteria Package	18 weeks (Does not include Client Review Time)

EXHIBIT B

Bermello, Ajamil & Partners

COMPENSATION

Compensation for the above services is shown below:

Phase	Firm	Labor fee	Direct fee	Total Phase	% SBE
Preparation of Design Criteria Package (Not-To-Exceed)					
Architecture	B&A	\$101,040	\$2,750	\$103,790	
Landscape Arch	C&R	\$14,910	\$0	\$14,910	4.26%
Civil	BND	\$35,005	\$0	\$35,005	10.01%
Estimator	BOSCH	\$17,462	\$0	\$17,462	4.99%
MEP	FRAGA	\$33,980	\$0	\$33,980	9.72%
Low Voltage	FRAGA	\$11,371	\$0	\$11,371	3.25%
Signage	TGA	\$17,005	\$1,760	\$18,765	
Structural	BLISS & NITRAY	\$42,500	\$1,100	\$43,600	
Geotech	GCES	\$19,916	\$0	\$19,916	5.70%
Topo survey	PDS	\$20,199	\$0	\$20,199	5.78%
Parking	RICH & ASSOC.	\$22,710	\$1,595	\$24,305	
Environmental Phase I	BND	\$6,361	0	\$6,361	1.82%
Subtotal Preparation of DCP		\$342,459	\$7,205	\$349,664	45.53%
Totals		\$342,459	\$7,205	\$349,664	45.53%

Thank you for the opportunity to provide you with this fee proposal. We look forward to working with the City of Fort Lauderdale on this exciting Project.

CAM #25-0773
Exhibit 2

CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE

BERMELLO AJAMIL & PARTNERS HOURLY RATE

ARCHITECTURE

PRINCIPAL/PARTNER IN CHARGE	\$260.00
PROJECT MANAGER	\$210.00
SENIOR PROJECT ARCHITECT	\$200.00
DESIGNER I	\$88.00
DESIGNER II	\$109.00
DESIGNER III	\$149.00
ADMINISTRATIVE	\$75.00

RICH & ASSOCIATES

PARKING CONSULTANTS

PRINCIPAL PARKING CONSULTANT	\$200.00
SENIOR PARKING CONSULTANT	\$190.00
SENIOR PARKING ARCHITECT	\$185.00

BLISS & NYITRAY

STRUCTURAL ENGINEERS

PRINCIPAL	\$225.00
PROJECT MANAGER	\$175.00
PROJECT ENGINEER	\$150.00
ENGINEER	\$120.00
CAD MANAGER	\$115.00
CAD OPERATOR	\$85.00
ADMINISTRATIVE	\$65.00

BND ENGINEERS

CIVIL ENGINEERS

PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$180.29
SENIOR ENGINEER	\$145.68
CADD DESIGNER	\$120.00
ENGINEER	\$96.96

FRAGA ENGINEERING

MEP ENGINEERS

PRINCIPAL/PROJECT MANAGER	\$205.00
ELECTRICAL ENGINEER	\$185.00
MECHANICAL DESIGNER	\$114.00
CADD TECHNICIAN	\$85.50
CADD TECHNICIAN	\$85.50

CURTIS + ROGERS DESIGN STUDIO

LANDSCAPE ARCHITECTS

PRINCIPAL IN CHARGE	\$220.00
PRINCIPAL DESIGNER	\$200.00
SENIOR PROJECT MANAGER LANDSCAPE ARCHITECT	\$175.00
LANDSCAPE ARCHITECT (REGISTERED)	\$135.00
LANDSCAPE ARCHITECT (NON-REGISTERED)	\$100.00
LANDSCAPE DESIGN/PLANNER/GIS	\$85.00
CERTIFIED ARBORIST	\$125.00

TGA DESIGN

SIGNAGE

PRINCIPAL	\$200.00
PROJECT MANAGER/SENIOR DESIGNER	\$155.00
DESIGNER	\$120.00

THE BOSCH GROUP

COST CONTROL

PRINCIPAL/CERTIFIED COST ESTIMATOR	\$185.00
SENIOR COST ESTIMATOR	\$132.25
COST TECHNICIAN	\$109.24

PDS INC

SURVEYING/MAPPING

PROJECT MANAGER	\$205.00
PRINCIPAL SURVEYOR	\$180.30
SURVEYOR COMPUTATION	\$120.00
COMPUTER CADD TECHNICIAN	\$75.00
SURVEY TECHNICIAN	\$69.00

GCES ENGINEERING SERVICES

GEOTECHNICAL ENGINEERS

PRINCIPAL ENGINEER	\$201.94
SENIOR GEOTECHNICAL ENGINEER	\$145.62
PROJECT MANAGER	\$111.06
STAFF ENGINEER	\$92.13
CADD TECHNICIAN	\$73.20
SENIOR ENGINEERING TECHNICIAN	\$63.99
ADMINISTRATIVE	\$48.64

#REF!

B&A proj #:

Date: 04.18.2024

ARCHITECTURE

Task	Description	PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ARCHITECT	DESIGNER I	DESIGNER II	DESIGNER III	ADMIN
TASK	30% LEVEL OF DEVELOPMENT DCP	12	50	120	0	240	240	20
Total hours		12	50	120	0	240	240	20
Salary		\$260.00	\$210.00	\$200.00	\$88.00	\$109.00	\$149.00	\$75.00
Labor cost		\$3,120.00	\$10,500.00	\$24,000.00	\$0.00	\$26,160.00	\$35,760.00	\$1,500.00
Total labor cost		\$101,040.00						

Direct Expenses	Description	Cost
Printing		\$2,500
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
	Subtotal	\$2,500
Direct expense multiplier	10.00%	\$250
	Total direct expenses	\$2,750
	GRAND TOTAL	\$103,790.00



December 13, 2023
Revised February 2, 2024

Rafael Fleitas
Bermello, Ajamil and Partners

CURTIS

+

ROGERS

DESIGN

STUDIO

INC.

Landscape

Architecture

Re: Design Criteria Proposal – Landscape Architecture
Holiday Park Parking Garage

Dear Rafael:

Curtis + Rogers (C+R) is pleased to present this proposal to provide landscape architectural services related to the City of Ft Lauderdale's – Holiday Parking Garage.

Our role will be to prepare all softscape (existing and new landscape) and irrigation portions of the required Design Criteria in accordance with the scope of work established by the City of Ft Lauderdale.

Scope:

- Provide site analysis as it relates to existing conditions of the site. Arborist reports for existing trees within the site limits.
- Review City of Ft Lauderdale Landscape Code and Tree Preservation Code and identification of relevant permits.
- Preparation of design concept showing intent to meet code and developing corresponding design criteria to submit at 50% and 100%.
- Preparation of estimates of probable cost for tree disposition, landscape and irrigation.
- Meetings with team/client to review and coordinate work effort (Max 3).
- Preparation and submittal of final design criteria

Exclusions:

- Renderings – C+R will not prepare any renderings.
- Outreach C+R will not attend any outreach events.
- Review of documents prepared by others as it relates to this project.
- Additional work effort beyond what is outline above.

We propose to provide the above services for a lump sum fee of \$14,910. See attached spreadsheet. This proposal is valid for a period of 6 months from the date above. Beyond this time frame C+R reserves the right to adjust as needed.

We look forward to working with you on this project. please let us know if you have any questions.

Sincerely,

Aida M. Curtis, FASLA
President

7 5 2 0

S. RED

ROAD

SUITE M

SOUTH

MIAMI

FLORIDA

3 3 1 4 3

TELEPHONE

3 0 5 4 4 2 1 7 7 4

FACSIMILE

3 0 5 4 4 5 9 4 8 8

LLC. LC 000241

www.curtisrogers.com

B&A proj #:

Date: _____

Date: 12.04.2023

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
Subtotal		\$0
Direct expense multiplier	10.00%	\$0
Total direct expenses		\$0
GRAND TOTAL		\$14,910

CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE DCP

SCOPE OF SERVICES

General Scope of Services: The City of Ft. Lauderdale has requested the preparation of 30% Design Criteria Package, outline specifications, applicable narratives and coordination with the architecture discipline to the Holiday Park Garage.

Civil design services include:

- Site Plan
- On Site Utilities (potable water, fire, gravity sewer only)
- Stormwater/Erosion Control Plan during construction
- Grading, Paving, Striping, Signage and Drainage
- ADA Compliance for walkways and surface parking spaces
- Identification of permit requirements
- Assistance with cost estimating

Task 1.0

Meetings/Program Definition/Data Collection/Meetings:

- BND will attend one (1) meeting with Client and Project Team.
- Program Definition- Development of civil scope design elements
- Data Collection (All existing information related to As-Built to be provided to BND from B&A)
- Review of As-Built/Existing Conditions
- Site Visits, as required
- Define Permit Requirements

Task 2.1 & 2.2

50% Submittal:

Activities

BND will prepare 50-percent of the 30-percent design criteria plans and draft specifications. The plans include: civil engineering drawings, including site paving and grading, and utility design, to approximately the 50% level of the 30% design criteria package at this point.

Deliverables

The following deliverables will be provided under this task:

1. One electronic 22"x34" (.pdf) copy of drawings and CSI Divisions specification list will be submitted for review and comment.

Task 2.3 & 2.4

90% Submittal:

Activities

Based on the review comments received for the 50-percent level of the 30-percent design criteria package submittal, BND will prepare 90-percent of the 30-percent design criteria package plans and specifications. The plans include: civil engineering drawings, including site paving and grading, utility design, civil components of the engineering report, and calculations as required.

CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE DCP

Deliverables

The following deliverables will be provided under this task:

1. One electronic 22"x34" (.pdf) copy of drawings and CSI Divisions specification will be submitted for review and comment.

Task 2.5 & 2.6

100% Submittal:

Activities

Based on the review comments received for the 90-percent level of the 30-percent design criteria package submittal, BND will prepare 100-percent of the 30-percent design criteria package plans and specifications. The plans include: civil engineering drawings, including site paving and grading, utility design, civil components of the engineering report, and calculations as required.

Deliverables

The following deliverables will be provided under this task:

1. One electronic 22"x34" (.pdf) copy of drawings and CSI Divisions specifications will be submitted for review and comment.

Task 2.7

Final Design Criteria / Draft Documents:

BND will prepare Final Design and Draft Documents for the 30% design criteria package. The plans include: All signed and sealed civil engineering drawings, including site paving and grading, utility design, civil components of the engineering report, and calculations as required.

PROJECT ASSUMPTIONS AND LIMITATIONS:

The following are project assumptions and limitations.

1. The services listed above are limited to the development of the civil components of the 30% Design Criteria Package as defined above. Any additional services will only be performed after an additional service/task order is issued.
2. Project drawings will be provided on 22" by 34" paper or half-size paper (11" by 17").
3. BND will only prepare 1 civil design for utility routes upon client selection for the conceptual design schemes.
4. This scope does not include bidding services or engineering services during construction.
5. This scope does not include geotechnical, utility verification, landscaping, electrical, mechanical, structural, landscaping, architectural or surveying engineering/design services

#REF!

B&A proj #:

Date: 03.04.2024

19
64
22
44
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22

CAM #25-0773
Exhibit 2
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Exhibit 4
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The Bosch Group, Inc.
1931 NW 150TH AVE, Suite 118
Pembroke Pines, FL 33028 US
305-889-2253
kbosch.xart@theboschgroup.com
www.theboschgroup.com



ADDRESS

Bermello Ajamil & Partners
900 Southeast 3rd Ave, Suite 100
Ft. Lauderdale, FL 33316

PROPOSAL 8856

DATE 02/02/2024

DESCRIPTION		AMOUNT
PROJECT: Holiday Park Garage DCP		0.00
Cost Estimating	Rough Order of Magnitude	2,079.70
Cost Estimating	50% DCP	4,966.00
Cost Estimating	90% DCP	7,155.00
Cost Estimating	100% DCP	3,260.00

TERMS AND CONDITIONS

1. Client to provide a full PDF set of drawings, narratives, renderings and/or photos as applicable.
2. Standard agreement to be executed by Client
3. Reimbursable Expenses at Cost if Required, with PM approval.
4. TBG reserves the right to change staff with staff of similar credentials if necessary.
5. Cost Estimate Delivery time from receipt of all documents, executed agreement and NTP by Client: Dependent on current schedule.
6. Excludes any large changes in scope during or after the work performed in order to provide an updated estimate.
7. Fees are inclusive of all phases/estimates in this proposal. If phases/estimates are to be removed it is subject to a renegotiation of fees
8. Price is valid for up to 6 months. After 6 months fees may change.

SUBTOTAL	17,460.70
TAX	0.00

TOTAL	\$17,460.70
--------------	--------------------

B&A proj #:

3/4/2024

Date: _____

Task	Description	PRINCIPAL	PROJECT MANAGER	COST ESTIMATOR	Non-Registered Technical Staff	SUPPORT	CLERICAL
1	ROM	4	6	5			
2	50% DCP	10	12	14			
2	90% DCP	14	18	20			
3	100% DCP	6	8	10			
Total hours		34	44	49	0	0	0
Salary		\$185	\$132	\$109	\$0	\$0	\$0
Labor cost		\$6,290	\$5,819	\$5,353	\$0	\$0	\$0
Total labor cost		\$17,482					

Direct Expenses	Description	Cost
Printing		
Travel (tips)		
Travel		
Coupler		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
Subtotal		\$0
Direct expense multiplier	10.00%	\$0
Total direct expenses		\$0
GRAND TOTAL		\$17,462

FRAGA ENGINEERS

January 2, 2024
Rev. March 4, 2024

Bermello Ajamil
900 SE 3rd Ave
Suite 100
Ft. Lauderdale, FL 33316

Attn: Rafael Fleitas

Re: Design Criteria Professional Services for
Holiday Park Garage
Fee Proposal

Dear Rafael,

We have reviewed the scope of work for the above referenced project with the intent of providing you with a fee for services for the mechanical, electrical, plumbing, and fire protection design of the above-referenced project. Project is a parking garage with approximately 21,000 SF integrated office space. *Two options will be evaluated at the conceptual level. The Owner will select one option and the design will move forward with one of the following two options:*

- 1,000 parking stalls w/ integrated office space (on ground level or split between two levels, TBD) OR
- 600 parking stalls w/ integrated office space (on ground level or split between two levels, TBD) with 300 paved surface parking lot spaces in the lot to the south of the new parking garage

Fraga Engineers' participation in the conceptual design will be limited to input into room sizes and assisting cost estimator with preparing rough order of magnitude cost estimate.

The scope consists of the preparation of 30% MEP/FP drawings, outline specifications and a narrative for the project. Cost estimating scope will be limited to assisting estimators understand the scope of work and providing comments on the cost estimate prepared by others.

Anticipated duration time is 6-8 months.

These services and documentation will be provided in the following phases:

- 50% Design Criteria Package
- 90% Design Criteria Package
- 100% Design Criteria Package

Assumptions & Exclusions

1. Low voltage scope to be provided by others.
2. Project will be billed hourly
3. Printing and delivery costs are not included in fee and will be billed separately at cost.
Receipts to be provided.

Our proposed fee is not to exceed thirty-three thousand nine hundred eighty dollars (\$33,980.00). Refer to attached fee breakdown.

Please feel free to call me with any questions.

Sincerely,



Cristina Santa-Cruz, PE

s:\projects\bermello ajamit\holiday park garage\fee proposal\2023-1213 holiday park garage.doc

B&A proj #:

Date: 12.04.2023

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
Subtotal		\$0
Direct expense multiplier	10.00%	\$0
Total direct expenses		\$0
GRAND TOTAL		\$33,980

FRAGA ENGINEERS

April 23, 2024

Bermello Ajamil
900 SE 3rd Ave
Suite 100
Ft. Lauderdale, FL 33316

Attn: Rafael Fleitas

Re: Design Criteria Professional Services for
Holiday Park Garage
Fee Proposal – Low Voltage

Dear Rafael,

We have reviewed the scope of work for the above referenced project with the intent of providing you with a fee for services for the low voltage design of the above-referenced project. Project is a parking garage with approximately 21,000 SF integrated office space. *Two options will be evaluated at the conceptual level. The Owner will select one option and the design will move forward with one of the following two options:*

- 1,000 parking stalls w/ integrated office space (on ground level or split between two levels, TBD) OR
- 600 parking stalls w/ integrated office space (on ground level or split between two levels, TBD) with 300 paved surface parking lot spaces in the lot to the south of the new parking garage

The scope of work will be as follows:

1. Coordinate requirements of low voltage system with Owner
2. Prepare data plans, specs, and narrative including parking payment system and parking guidance system
3. Prepare security plans, specs, and narrative including distress alarm, CCTV, burglar alarm, access and controls
4. Prepare Low Voltage Riser Diagrams for the parking garage and office space Communication systems.

The scope consists of the preparation of 30% MEP/FP drawings, outline specifications and a narrative for the project. Cost estimating scope will be limited to assisting estimators understand the scope of work and providing comments on the cost estimate prepared by others.

Anticipated duration time is 6-8 months.

These services and documentation will be provided in the following phases:

- 50% Design Criteria Package
- 90% Design Criteria Package
- 100% Design Criteria Package

Assumptions & Exclusions

1. Project will be billed hourly
2. Printing and delivery costs are not included in fee and will be billed separately at cost.
Receipts to be provided.

Our proposed fee is not to exceed eleven thousand three hundred seventy-one dollars (\$11,371.00). Refer to attached fee breakdown.

Please feel free to call me with any questions.

Sincerely,



Cristina Santa-Cruz, PE

s:\projects\bermello ajamil\holiday park garage\fee proposal\2024-0423 holiday park garage - telecom.doc

Fraga Engineers

B&A proj #:

Date: 12.04.2023

Task	Description	PRINCIPAL Irene Fraga	PM/Reg. Technical Staff Cristina Santa-Cruz	Non-Registered Technical Staff Maria Alvarez	Non-Registered Technical Staff Eleazar Teran	Non-Registered Technical Staff Sebastian Caldas	CLERICAL
	Site Visit		1				
	Utility Coordination		2				
	50% DCP Design	4	4	5	7		
	90% DCP Design	4	4	5	7		
	100% DCP Design	3	3	5	7		
	Specifications	4	4	0	1		
	Narrative	4	3	0	0		
	Total hours	19	21	15	22	0	0
	Salary	\$205	\$185	\$114	\$86	\$86	\$0
	Labor cost	\$3,895	\$3,885	\$1,710	\$1,881	\$0	\$0
	Total labor cost	\$11,371					

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
Subtotal		\$0
Direct expense multiplier	10.00%	\$0
Total direct expenses		\$0
GRAND TOTAL		\$11,371

December 12, 2023 (Revised 1.24.24) (Revised 2.1.24) (Revised 3.1.24)

Rafael Fleitas
Bermello Ajamil
4711 S. LeJeune Road
Coral Gables, FL 33146

**Re: Signage and Graphic Design Services For the Holiday Park
Parking Garage in Fort Lauderdale, Florida**

Dear Mr. Fleitas:

We are pleased to present this contract for experiential/environmental signage and graphic design services for the Holiday Park Parking Garage

Scope of Work:

Based on our review of the RFP and the requirements in your email of 2/29/24, I would propose the following scope of work as follows:

Parking Garage Signage & Site Signage:

1. TGA will provide designs for the following:
 - a. Wall mounted identity signage at the garage entry
 - b. Clearance sign and enter/exit signage as required.
 - c. Informational and/or regulatory signage at garage entry.
 - d. Hanging vehicular directional signage as needed.
 - e. ADA required signage.
 - f. Floor level elevator core and stair tower signage.
 - g. Handicapped and EV parking space identity.
 - h. Pedestrian wayfinding signs as may be required.
2. Postal address number as required for the building.

Exclusions from our scope

- No interior office building signage is included in this scope of work.
- No parking space available signs
- No traffic or regulatory signage (to be provided by GC)

Design Intent

Per your email of 2/29/24, we understand that you are reverting to the previous approach of deliverables being 30% DD drawings, outline specifications (not full-blown specs), applicable narratives and coordination with architecture.



TGADesign

4649
Ponce De Leon Blvd.
Suite 401
Coral Gables,
Florida 33146

305.669.2550
fax 305.669.2539

tgadesign.com



Method of Operation

Each area would be handled in tasks as follows:

Task 1: Signage Project Definition Documentation (30% DD deliverables)

1. Review of architectural plans of the project.
2. Obtain necessary information concerning operating and functional requirements of the project, and to be used as a basis for preparation of a Design/Build Criteria Package.
3. Obtain maps, plans and architectural drawings of site from the Client, and any Broward County parking or parks sign standards that must be used.
4. Meetings with the Client/Architect via zoom.

Deliverables:

5. Provide preliminary message schedule and location plans for signage and graphic elements, using plans of the property provided by the Client.
6. Provide designs at 30% DD level for signage elements, showing approximate colors, sizes, and shapes. (One presentation concept is included in this proposal). Any and all other revisions or tweaks requested by the Client/Architect will be completed as additional services).
7. We will provide signage specifications only in outline format for this phase.

All phases of the work mentioned will be reviewed and approved by the Client or his representative prior to work on the next phase. One individual appointed by the Client to make approvals to the designer is ideal and greatly reduces the time required to implement the project. Please provide name and contact information to designer upon starting of project.

At all times, we will work closely with your staff and team of planners, architects and interior designers to ensure a complete overall image.

Timing

The overall timing will, of course, be determined in conjunction with the timing and needs of the project. We are prepared to begin work as soon as possible, to coordinate with your staff so that finished designs and details will work together smoothly and budgeting constraints can be determined.

Design Fees

Our design fee for the above Scope of Work for will be \$17,005.00 plus design related reimbursable expenses. We anticipate reimbursable expenses will be approximately \$1,760.00. Our fees have been budgeted to include up to two (2) zoom meetings with the Client/Architect.

Reimbursable Expenses

In addition to our fees, TGA Design will be reimbursed for all actual outside services or expenses related to the execution of this contract. Such reimbursables include, but are not limited to, the following: deliveries, mileage, professional renderings, prototypes, models, stock photos, commissioned illustrations. Travel and lodging outside Dade County (approved in advance) will be billed at cost. The Client shall pay any and all applicable sales tax as the Consultant bills them.



Items not included: Costs of purchasing usage fees for image or fonts, any digital and computer programming or animation, artwork, or audio-video content for interactive venues or map plans.

Permits, consultants such as engineering and architectural services, or seals are not included. If required, they would be billed at cost or we could work with Client's architect.

Invoices will be issued on a monthly basis according to the percentage of completion of each phase, plus reimbursable expenses. Payment for invoices is due upon receipt.

Fabrication of signs, engineering of signs and footings and permits will be handled by the sign fabricators at the time of execution.

All variances required or requested would be pursued and secured by the Client. Any time spent seeking variances, preparing special drawings, documents or exhibits, and/or attending variance meetings, on behalf of the Client is not included in this proposal and will be handled as an additional service.

Additions and Changes

Any additions or changes to the scope of work after a phase has been approved will be billed at our regular hourly rates until the changes are back in phase. Regular hourly rates that apply are:

Principal	\$190.00 per hour
Project Manager	\$175.00 per hour
Senior Designer	\$150.00 per hour
Graphic Designer	\$125.00 per hour
Clerical	\$ 50.00 per hour

Deliverables

TGA Design will produce all of the sign design specification documents in Adobe Illustrator and PDF formats. Written specifications will be in Word and PDF formats. We cannot supply documents in AutoCad format to the Client or sign fabricators. TGA Design does have the ability to work with documents in the following formats: PDF, DWG, Ai, JPEG, EPS, PNG, etc. as well as all Microsoft Office files.

TGA Design will provide electronic files at the conclusion of the project.

The following are electronic file requirements for TGA Design, (for architect submitted drawings):

1. Save files as a PDF.
2. Send the cleanest base files for plans and elevations. Please remove all unnecessary layers.

Client Responsibilities

The Client's responsibilities shall begin with the provision of all information relative to the creation of a comprehensive Design Program. Furthermore, they shall provide all architectural plans, specifications and documents applicable to the Project, as well as information relative to deadlines and scheduling of all installation dates. All such information shall be assumed to be correct unless written notification is provided to the contrary. All information shall be provided to the Designer in a timely manner compatible with project time schedules.



The Client shall render decisions on all submissions by the Consultant within a mutually agreed upon time period specified with each submission. Failure by the Client to respond within the allotted time shall necessitate suspension of the Consultant's Services until such response is received. It is therefore most important that the Client appoint an individual representative to render such decisions so as to avoid any unnecessary delay in the orderly progress of the work, or adherence to Client requested schedule.

Ownership of Documents and/or Design

Original drawings and specifications, as instruments of Service are, and shall remain the property of the Designer. Any design in its final form selected and approved by the Client becomes the exclusive property of the Client. At the completion of the project the Client will receive a complete reproducible set of drawings and specifications of all approved final designs electronically.

The drawings and specifications are prepared expressly for the 30% Design level of detail for the parking Space Garage Signage Services for the Holiday Park Garage in Fort Lauderdale, FL as developed by TGA Design. Use by the Client of the above mentioned drawings and specifications for any project other than this project is allowed provided that TGA Design is indemnified against any and all legal action arising from their use, and appropriate compensation is paid to the Designer.

The Client and/or Designer may terminate this project at any time by notifying the Designer and/or Owner by e-mail of such intent. At least seven (7) days written notice shall be provided for termination of services under this agreement. Upon such notification, an invoice for the Designer's services on the project will be sent to the Client, billed to the end of the phase in which the termination occurs. All expenses directly attributable to termination or suspension shall be included in this invoice.

All digital files created in the production of the materials described will be kept for seven years from the date the project is completed. Paper files will be kept for a period of three years from the date the project is completed.

Extent of Agreement

This letter represents the entire Agreement between the Client and the Designer, and supersedes all prior negotiations, representations and agreements. This Agreement may be amended only by written instrument signed by both the Client and Designer and attached hereto.



*Signage and Graphic Design Services For the Holiday Park
Parking Garage in Fort Lauderdale, Florida*

Page 5

Projects halted for more than 90 days may be subject to renegotiations of the contract at Designer's discretion due to other scheduling conflicts which may result. This agreement shall be governed by the Laws of the State of Florida.

If this agreement meets with your approval, please sign a copy and return to us. Upon receipt of the signed copy, we will proceed with the work outlined.

Very truly yours,

Tom Graboski
President

Approved by:

Title: _____

Date: _____



Accounting & Finance

CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE DCP

#REF!

B&A proj #:

Date:

03.04.2024

Task	Description	PRINCIPAL	SENIOR PM	PM/Reg. Technical Staff	Non-Registered Technical Staff	SUPPORT	CLERICAL
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7

Signage Project Definition Documentation 30% Design level of detail	1. Review of architectural plans of the project. 2. Obtain necessary information concerning operating and functional requirements of the project, and to be used as a basis for preparation of a Design/Build Criteria Package. 3. Obtain maps, plans and architectural drawings of site from the Client and any Broward County parking of parks signage standards that must be used. 4. Meetings with the Client/Architect via zoom.						
	Deliverables: 5. Provide preliminary message schedule and location plans for signage and graphic elements, using plans of the property provided by the Client/Architect 6. Provide drawings at 30% Design level of detail of signage elements showing approximate colors, sizes, and shapes. (One presentation concept will be included in this proposal. Any other revisions or tweaks requested by the Client/Architect will be completed as additional services. 7. We will provide signage specifications in outline format only for this phase.	25	55		29		
	Total hours	25	55	0	29	0	0
	Salary	\$200	\$155		\$120	\$0	\$50
	Labor cost	\$5,000	\$8,525	\$0	\$3,480	\$0	\$0
	Total labor cost	\$17,005					
	A.						

Direct Expenses	Description	Cost
Printing	Laserprints, etc.	\$1,000
Travel (trips)	0	
Travel	Mileage, if required	\$250
Courier	Overnight/Ground shipping, if required	\$350
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
Subtotal		\$1,600
Direct expense multiplier	10.00%	\$160
Total direct expenses		\$1,760
GRAND TOTAL		\$18,765



Fee Proposal for Structural Engineering Services

Date December 13, 2023
Updated March 5, 2024
To Bermello Ajamil & Partners
900 SE 3rd Ave, Ste 203
Fort Lauderdale FL, 33316

Reference Holiday Park Garage – Design Criteria Package (DCP)
Fort Lauderdale, Florida
Attention Rafael Fleitas

Project Description and Scope of Services

This project is a parking garage with integrated office space. BA will be developing 2 design concepts (1,000 or 600 cars) with some input from BNI (planned to be marked up PDFs, with structural drawings only if mandatory). The two concepts will be submitted to the city for evaluation and for picking a final concept.

Once a concept is selected, BNI will do outline (not full) specs, 30% drawings, and a narrative for the design criteria submittal, responding to client comments, coordination with other DCP design professionals, and limited meetings. Review of submittals from design-build professionals is not a part of this scope. Total duration anticipated to be 6-8 months. The narrative will allow the Design-Build team to have flexibility in terms of the structural system they can use for the garage.

Basic Services Fee and Reimbursables

We propose to provide the described Basic Services for a Not-to-Exceed Fee of **Forty Two Thousand Five Hundred Dollars (\$42,500.00)** as broken down on the attached spreadsheet. Reimbursable Expenses as defined by AIA B101, with a not-to-exceed of \$1,000, shall be invoiced at 1.1 times cost.

Offered by: **BLISS & NYITRAY, INC.**

Paul A. Zilio

March 5, 2024

(Signature)

(Date)

Accepted by: **BERMELLO AJAMIL & PARTNERS**

(Signature)

(Date)

Paul A. Zilio, PE / Senior Principal, Partner

(Printed Name/title)

(Printed Name/title)

Please sign and return one copy.

#REF!

B & A proj #:

Date: 03.05.2024

Direct Expenses	Description	Cost
Printing		\$900
Travel (trips)		
Travel		
Courier		\$100
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
	Subtotal	\$1,000
Direct expense multiplier	10.00%	\$100
	Total direct expenses	\$1,100
	GRAND TOTAL	\$43,600

Exhibit "A" - Fees Schedule
Geotechnical Services Scope of Work
Holiday Park Garage
Fort Lauderdale, FL

GCES Proposal No. P10- 1223004

GEOTECHNICAL SERVICES				
<u>I. FIELD WORK</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
A Mobilization of Truck-Mounted Drill Rig - Up to 100 Ft. of Borings. <u>Two Level Parking Garage and Paved Surface Parking</u>	3	Day	\$400.00	\$1,200.00
B Borings Standard Penetration per ASTM D-1586 GCES will perform 6 borings to depths of 50 to 80 feet below ground surface (drilling program of approximately 800 feet)				
Penetration Depth 0' to 50	300	Per Foot	\$23.00	\$6,900.00
Penetration Depth 51' to 75	60	Per Foot	\$27.00	\$1,620.00
Penetration Depth 0' to 50		Per Foot	\$23.00	
J Closing Holes with Grout/Approved Method(s) of All Borings	360	Per Lineal Foot	\$9.00	\$3,240.00
Locations of Borings Using Global Positioning System (GPS)	6	Location	\$40.00	\$240.00
SUBTOTAL FIELD WORK				\$13,200.00

<u>II. LABORATORY TESTING</u>				
G Moisture Content	5	Per Test	\$41.10	\$205.50
H Organic Content	5	Per Test	\$54.08	\$270.40
J Mechanical Analysis per ASTM D-422 or T-11 and T-27	3	Per Test	\$73.55	\$220.65
O Material Finer than 200 Sieve per ASTM C-117	5	Per Test	\$48.67	\$243.35
P Liquid Limit per ASTM D-4318 (Atterberg Limits)	2	Per Test	\$81.12	\$162.24
SUBTOTAL LABORATORY TESTING				\$1,102.14

<u>III. ENGINEERING</u>				
<u>23. ENGINEERING SERVICES</u>				
A. Principal	3	Per Hour	\$212.52	\$637.56
B. Senior Geotechnical Engineer	6	Per Hour	\$153.25	\$919.50
C. Project Manager	2	Per Hour	\$116.89	\$233.78
D. Staff Engineer	20	Per Hour	\$96.96	\$1,939.20
E. CADD Technician	8	Per Hour	\$66.41	\$531.28
F. Senior Engineering Technician	14	Per Hour	\$67.34	\$942.76
G. Secretary	8	Per Hour	\$51.19	\$409.52
SUBTOTAL ENGINEERING				\$5,613.60
TOTAL				\$19,915.74

CAM #25-0773
Exhibit 2
Page 65 of 104

CAM# 24-0465
Exhibit 4
Page 65 of 83

#REF!

B&A proj #:

Date: 03.05.2024

Task	Description	PRINCIPAL	SENIOR PM	PM/Reg. Technical Staff	Non-Registered Technical Staff	SUPPORT	CLERICAL
Field Work	Drilling		2	1	4	231.7634	2
Laboratory	Laboratory Testing		2		6	10	3
Engineering	Geotechnical Report	3	2	1	10	8	3
Total hours		3	6	2	20	249.7634	8
Salary		\$201.94	\$145.62	\$111.06	\$92.13	\$63.99	\$48.64
Labor cost		\$606	\$874	\$222	\$1,843	\$15,982	\$389
Total labor cost		\$19,916					

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
	Subtotal	\$0
Direct expense multiplier	10.00%	\$0
	Total direct expenses	\$0
	GRAND TOTAL	\$19,916

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332



January 29, 2024

Mr. Rafael Fleitas. LEED AP, AIA, NCARB
Associate / Project Manager / Architect
Bermello Ajamil & Partners
Main: 954.278.3240
rfleitas@bermelloajamil.com

Submitted Via email

**REF: RFQ EVENT# 157 - Holiday Park Parking Garage Design Criteria Package
Professional Land Surveying and Mapping Services.**

Dear Mr. Fleitas

Premiere Design Solutions, Inc. (PDS) ("Consultant"), is pleased to submit this proposal for the above referenced project to Bermello Ajamil & Partners (Client), to provide Professional Land Surveying services for the Holiday Park Parking Garage Design located at the Fort Lauderdale in Broward County, Florida.

The Survey area includes the areas identified in the RFQ Event # 157 Exhibit A as North Lot and South Lot as shown in red shading and blue Shading in the image below:



The approximate areas of each one is identified as:

- North Lot: 3.00 acres
- South Lot: 2.07 acres

SCOPE OF SERVICES

To meet the Client's needs for this project, **PDS** will need to complete the following tasks:



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

Task 1 – Specific Purpose Survey

PDS will conduct a Specific Purpose Survey for the area shown above. The survey shall be prepared in AutoCAD Civil 3D software, will be signed, and sealed by a Florida Registered Professional surveyor and Mapper, and will be submitted following survey standards in an electronic copy containing the following information:

- Above-ground information (pavement surface type, sidewalks, gutters, curbs, street lighting, power poles, driveway material, landscape, Existing building walls and columns, etc.)
- All significant or Unusual Changes in Grade Delineation w/ Elevations (swale/ditch centerlines, top of bank/toe of slope, berm, etc.)
- Existing above-ground utilities within the right of way and easements (Valves, meter boxes, lids, rim elevations, fire hydrants, overhead cables, etc.)
- Elevations based on NAVD88 vertical datum with a grid no larger than 100'x100'. Horizontal control shall be based on the Florida State Plane Coordinates System (NAD83).
- Collect Rim elevation information.
- Baselines will be set and defined along the included roadway segment surveys.

PROJECT FEES

Our proposed maximum not-to-exceed fee is as follows:

Specific Purpose Survey

Task 1 Specific Purpose Survey	\$ 20,199.00
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Total for this proposal	\$ 20,199.00
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PROJECT SCHEDULE

Upon receipt of written NTP for this project, PDS will start working within 5 Business days and will complete work within 5 weeks of commencing field activities.

We value the opportunity to provide our professional services on this exciting project. If you have any questions please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.

Luis J. Jurado, P.E.
President



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

Exclusions

1. This proposal does not include As-Built Surveying services.
2. This proposal does not include survey layout or survey services during construction.
3. Survey does not include Tree Survey, therefore existing trees will not be measured, but will be shown with a tree symbol.
4. Design, Bidding support, permitting and construction phase services are not included.
5. This proposal does not include Certified Arborist services or tree species identification.
6. This proposal does not include soft digs or physical location or designation of underground utilities
7. Services that are not mentioned as part of the exclusions and are not described in the scope of services are not included.
8. Geotechnical or Environmental Services not included.
9. Buildings will only be included to the outside walls.

If requested by the Client, PDS can provide a proposal for the items not included in the scope of services.

Contract Terms and Agreements

- Invoices are due net thirty days from invoice date.
- Any invoices past due more than 30 days will accrue a 1.5% interest per month fee.

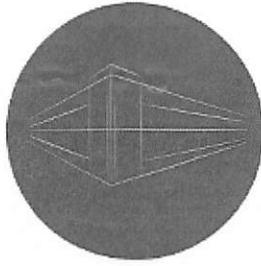
REFI

B&A proj #: RFQ EVENT# 157 HOLIDAY PARK PARKING GARAGE DESIGN CRITERIA PACKAGE

Date: 12/1/2023

Task	Description	PROJECT MANAGER	PRINCIPAL SURVEYOR	Surveyor Computation	Survey Technician	Computer CADD Technician	CLERICAL
Surveying/Mapping services	Specific Purpose Survey as mentioned in the PDS Holiday Park Garage 12-4-2023 proposal	6	30	30	90	50	0
Total hours		6	30	30	90	50	0
Salary		\$205.00	\$180.30	\$120.00	\$69.00	\$75.00	\$0.00
Labor cost		\$1,230.00	\$5,409.00	\$3,600.00	\$6,210.00	\$3,750.00	\$0.00
Total labor cost		\$20,199.00					

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
	Subtotal	\$0
Direct expense multiplier	10.00%	\$0
	Total direct expenses	\$0
	GRAND TOTAL	\$20,199.00



RICH & ASSOCIATES
PARKING CONSULTANTS

March 1, 2024

Rafael Fleitas
Bermello Ajamil & Partners
900 SE 3rd Avenue, Suite 100
Ft. Lauderdale, FL. 33316

RE: Parking Consulting Proposal – Holiday Park Garage DCP

Dear Rafael:

The following is our proposal to provide parking consulting services related to the preparation of design / build criteria package for the proposed Holiday Park Garage.

Scope

As parking consultants to Bermello Ajamil & Partners, Rich & Associates will provide the following services.

Project Definition Documentation

1. Review the functional design program.
 - site plans
 - any building interface requirements
 - user group requirements, space allocation plans and operational requirements
 - site restriction, setback requirements, heights limitations
 - parking space dimensional requirements (standard, compact and accessible)
 - floor to floor height requirements
 - structural system
2. Coordinate with project team to develop alternative functional layout and vehicular circulation systems, structural grids, location of vertical cores, vehicle entrances and exits.
 - review relationship of the structure to peripheral street system
 - study location and size of entrances/exits for proper traffic flow volume for peak periods
 - study ramp options (parked sloped floors vs speed ramps options)
 - layout traffic flow; bay size; parking stall dimensions; turning radii; overall structure dimensions
 - analyze vehicular and pedestrian flow, both internal and external
 - provide preliminary assessment of parking access control system options.
3. Finalize column spacing and floor-to-floor heights.
4. Develop schematic level parking floor plans and isometric.



RICH & ASSOCIATES
PARKING CONSULTANTS

Rafael Fleitas
March 1, 2024
Page 2

5. Develop schematic level functional layout drawings to be incorporated into overall schematic level DCP.
6. Coordinate design issues with lead architect and other disciplines as needed.

Design Criteria Package

1. Finalize floor plans, including parking space striping plans and entrance /exit details.
2. Finalize floor elevations, floor grades, and floor drain pattern.
3. Detail parking ramp systems including ramp slopes, transition slopes and grades.
4. Finalize description / program for parking access control systems.
5. Develop parking related signage location plan, verbiage and specifications.
6. Recommend parking area light fixture types, typical parking area light fixture spacing.
7. Provide recommendations for waterproofing including traffic bearing waterproofing, concrete and concrete sealers.
8. Prepare specifications related to parking access controls, signage and striping.
9. Coordinate DCP functional plans with lead architect and other disciplines as needed.

Rich & Associates' work will be completed in AutoCAD. Our scope does not include an architect or engineer seal on plans.

Cost Proposal

Our not to exceed cost for services described above is **Twenty-Four Thousand Three Hundred and Five Dollars (\$24,305).**

Thank you for the opportunity. We are prepared to begin immediately. If you have any questions, please contact me at (248) 353-5080.

Sincerely,

RICH & ASSOCIATES, INC.
PARKING CONSULTANTS

David N. Rich
Vice President

B&A proj #:

Holiday Park Garage

Date: 3/1/2024

Direct Expenses	Description	Cost
Printing	Direct project related in-house printing & plotting	\$250
Travel (trips)	Assumes 1 trip including airfare, lodging, per diem, etc.	\$1,200
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
Subtotal		\$1,450
Direct expense multiplier	10.00%	\$145
Total direct expenses		\$1,595
GRAND TOTAL		\$24,305

CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE DCP – Phase I Environmental Investigation and Report

SCOPE OF SERVICES

General Scope of Services: The City of Ft. Lauderdale has requested the preparation of a Phase I Environmental Investigation for the future Holiday Park Garage located adjacent to the Parker Playhouse in Fort Lauderdale, Florida (707 NE 8th Street, Ft. Lauderdale, Florida).

Task 1.0 – Preparation of Phase I Environmental Investigation

- BND will perform an Phase I Environmental Investigation on the future Holiday Park Garage property and prepare a report of the findings in accordance to ASTM E1527 Requirements for Phase I Environmental Investigations.

Deliverables

The following deliverables will be provided under this task:

1. Phase I Environmental Investigation Report, signed and sealed by a Florida PE (PDF Format)

PROJECT ASSUMPTIONS AND LIMITATIONS:

The following are project assumptions and limitations.

1. The services listed above are limited only to the activities associated with a Phase I Environmental Investigation and do not include the installation of any soil borings, monitoring wells or the collection of any soil or groundwater samples.
2. The Phase I Environmental Investigation will include a section which includes the findings, conclusions and recommendation for any further investigations if warranted.
3. Any additional services for further investigations will require a separate fee proposal to developed for the additional services.



CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE PHASE I ENVIRONMENTAL & INVESTIGATION

#REF!

B&A proj #:

Date: 04.05.2024

Task	Description	PRINCIPAL	SENIOR PM	PM/Reg. Technical Staff	Non-Registered Technical Staff	SUPPORT	CLERICAL
Task 1.0	Phase I Environmental Investigation & Report Preparation	0	4	8	26	3	0
	Total hours	0	4	8	26	3	0
	Salary	\$0	\$210	\$180	\$146	\$97	\$0
	Labor cost	\$0	\$840	\$1,442	\$3,788	\$291	\$0
	Total labor cost	\$6,361					

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Courier		
Drone		
Subconsultant		
Subconsultant		
Subconsultant		
	Subtotal	\$0
Direct expense multiplier	10.00%	\$0
	Total direct expenses	\$0
	GRAND TOTAL	\$6,361

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0CAM #25-0773
Exhibit 2
Page 75 of 104

**PHASE II
ENVIRONMENTAL INVESTIGATION
FEE PROPOSAL NOT INCLUDED
IN THIS SCOPE AND FEE
PROPOSAL - PROVIDED FOR
REFERENCE ONLY**

**CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE DCP
Phase II Environmental Investigation and Report**

SCOPE OF SERVICES

General Scope of Services: The City of Ft. Lauderdale has requested the preparation of a Phase II Environmental Investigation for the future Holiday Park Garage located adjacent to the Parker Playhouse in Fort Lauderdale, Florida (707 NE 8th Street, Ft. Lauderdale, Florida).

Task 1.0 – Preparation of Phase II Environmental Investigation

- BND will perform a Phase II Environmental Investigation on the future Holiday Park Garage property and prepare a report of the findings in accordance with ASTM E1527 Requirements for Phase II Environmental Investigations.

Task 1.2 – SB/MW Installation (up to 3 soil borings and shallow MWs)

- BND will coordinate the installation of 3 soil borings and 3 shallow monitoring wells (in the locations of the soil borings). Soil borings and monitoring wells to be installed by a Florida Licensed Well Driller.

Task 2.0 – Groundwater Sampling (3 shallow MWs)

- BND will coordinate the sampling and analysis of the groundwater from the recently installed monitoring wells for possible contamination.

Task 3.0 – Phase II Site Assessment Report

- BND will prepare a Phase II Site Assessment Report based on soil and groundwater investigation performed.

Deliverables

The following deliverables will be provided under this task:

1. Phase II Environmental Investigation Report, signed and sealed by a Florida PE (PDF Format)

PROJECT ASSUMPTIONS AND LIMITATIONS:

The following are project assumptions and limitations.

1. The services listed above are limited only to the activities associated with a Phase II Environmental Investigation within the subject property.
2. The Phase II Environmental Investigation will include a section which includes the findings, conclusions and recommendations for any further investigations if warranted.
3. Any additional services for further investigations will require a separate fee proposal to be developed for the additional services.



CITY OF FORT LAUDERDALE - HOLIDAY PARK GARAGE PHASE II ENVIRONMENTAL INVESTIGATION

B&A proj #:

Date:

04.10.2024

Task	Description	PRINCIPAL	SENIOR PM	PM/Reg. Technical Staff	Non-Registered Technical Staff	SUPPORT	CLERICAL
Task 1.1	Field Investigation/Utility Survey (H&S Plan/Field Visit/Utility Location)	0	4	10	0	0	0
Task 1.2	SB/MW Installation (up to 3 soil borings and shallow MWs) (Staff Engineer, 3 hrs MW installation, 2 hr travel)	0	1	5	0	0	0
Task 2.0	Groundwater Sampling (3 shallow MWs) (JPM Job setup/coordination, labor for sampling provided below on a lump sum basis, technical support 2hrs soil/gw disposal)	0	1		4	0	0
Task 3.0	Phase II Site Assessment Report	0	6	24	6	0	0
Total hours		0	12	39	10	0	0
Salary		\$3	\$210	\$180	\$146	\$97	\$0
Labor cost		\$0	\$2,520	\$7,031	\$1,457	\$0	\$0
Total labor cost		\$11,008					

Direct Expenses	Description	Cost
Printing		
Travel (trips)		
Travel		
Coupler		
Crane		
Subconsultant	Florida Spectrum Laboratory Analysis (see attached quote for parameters)	\$12089
Subconsultant	Aquifer Access Drilling Services LLC (see attached quote for parameters)	\$7,490
Subconsultant	Soil/Groundwater disposal (Ricky's 3 drums Nonhazardous soils, 3 drums petroleum water)	\$1,200
Subtotal		\$20,779
Direct expense multiplier	10.00%	\$2,078
Total direct expenses		\$22,857
GRAND TOTAL		\$33,865

CAM #25-0773

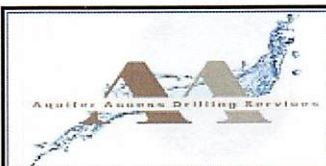
Exhibit 2

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Exhibit 4

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Aquifer Access Drilling Services LLC

954-864-0546

Manager@AquiferAccessDrilling.com

BORRING PROPOSAL

Attention:

Name: Kevin Keane, PE

Company: BND Engineers, Inc.

Address: 2100 Ponce de Leon, Suite 1270
Coral Gables, Florida 33134

Office: 305.599.8495

Cell: 786.236.3503

Email: kkeane@bndengineers.com

Project: 707 NE 8th Street, City of Ft. Lauderdale

Address: 707 NE 8th Street, Ft. Lauderdale FL

Date: 4/8/2024

Thank you for allowing Aquifer Access Drilling Services the opportunity to submit this proposal for the referenced project.

PROPOSED SCOPE OF WORK:

(3) Three MW wells with borings 15 FOOT EACH with truck mounted drill rig

	Unit	Unit Rate	Number of Units	Extended Price
Mobilization	PORT TO PORT	\$350.00	1	\$350.00
Utility Clearance	Each	\$100.00	3	\$300.00
Standard Penetration Test (SPT) 0-50	PER FT	\$12.00	45	\$540.00
3- inch Dia Casing 0-50	PER FT	\$5.00	45	\$225.00
MW Installation to 15 ft. includes materials	Each	\$1,800.00	3	\$5,400.00
Well Completion (includes 30 Min Dev. and locking well cap)	per well	\$225.00	3	\$675.00
Asphalt patch if required	Each	\$75.00	0	\$0.00
Grouting if required	PER FT	\$9.00	0	\$0.00

TOTAL QUOTE PRICE **\$7,490.00**

Notes:

EXCLUSIONS

WELL PAD, LAYOUT, SURVEY, R.O.W, M.O.T., EXCAVATION, DISPOSITION OF WELL CUTTINGS, PERMANENT RESTORATION AND/ OR REPAIR TO ANY LANDSCAPING, PAVEMENT, SIDEWALKS, PAINTING, CURBING, PAVERS AND/ OR STONE WORK, ETC.EXCLUDES LOCAL CITY PERMIT AND FEES

Payment to be made as follows: PAYMENT NET 30 DAYS

Date of Acceptance:

SIGNATURE:



Florida-Spectrum Environmental Services, Inc.
 1460 W. McNab Road
 Ft. Lauderdale, Florida 33309
 Phone: (954) 978-6400
 Fax: (954) 978-2233



Pricing Quotation for Laboratory Services

Contact	Kevin Keane	Date	4/8/2024
Company	BND Engineers, Inc.	Quote Number	B-040824-KK-40
Report to Address	2100 Ponce de Leon Blvd, Suite 1270 Coral Gables, FL 33134	Project Name	Ft. Lauderdale Project Phase II
Report to E-mail	kkeane@bndengineers.com	Project Number	
Billing Address	2100 Ponce de Leon Blvd, Suite 1270 Coral Gables, FL 33134	Project Description	GW/Soils
Billing (A..P.) E-mail		Project Schedule	TBD
Main Phone/Cell Phone	Cell: 786.236.3503 Office: 305.599.8495	Turnaround Time in Business Days	5-7 Business Days; items subcontracted (*) 3-4 weeks
Fax		Data Deliverable Level	Standard
Submitted by Account Executive	Katharine A. Kutil kkutil@flenviro.com Mobile (561) 715-4426	Electronic Data Deliverable Format	Standard
		Quote Revision Date	4/10/2024 REV 1
FSES Customer Service Manager	Maria Castellanos m.castellanos@flenviro.com (954) 978-6400	PO Number	
Special Instructions	(3 soil test locations for a Phase II analysis (with 4 soil tests per location so 12 samples) and three (3) groundwater samples)		

Parameter & Test Method	Matrix	Quantity	Unit Price	Extended Price
LABORATORY SERVICES:				

We are working on a project for the City of Ft. Lauderdale, where they may need a Phase II assessment done on a property.

VOAs & VOHs (8260)	GW	3	\$144.00	\$432.00
FLPRO	GW	3	\$91.20	\$273.60
PAHs (8270)	GW	3	\$120.60	\$361.80
PCBs (8082)	GW	3	\$65.40	\$196.20
Ammonia	GW	3	\$25.20	\$75.60
Metals (Iron, Aluminum, Sodium)	GW	3	\$57.60	\$172.80



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Pricing Quotation for Laboratory Services

Contact Kevin Keane		Date 4/8/2024		
Company BND Engineers, Inc.		Quote Number B-040824-KK-40		
Chloride	GW	3	\$18.00	\$54.00
Nitrate	GW	3	\$18.00	\$54.00
Sulfate	GW	3	\$18.00	\$54.00
TDS	GW	3	\$23.40	\$70.20
Standard Landfill Profile: Includes: TCLP Metals (Cadmium, Lead, Arsenic, Chromium, Mercury, Selenium, Barium, Nickel & Silver), TCLP VOA's & VOHs, ph, % Solids, Flashpoint, FL PRO, Odor, Color, Specific Gravity	Soil	12	\$796.80	\$9,561.60
Courier Fee (free for projects > \$1,000)		0	\$55.00	\$0.00
			Subtotal	\$11,305.80
EXPEDITED ANALYTICAL SERVICES: RUSH TURNAROUND FEES				
Sameday <10 Hrs TAT: 200% surcharge		200%	\$0.00	\$0.00
24 Hrs TAT: 100% surcharge		100%	\$0.00	\$0.00
48 Hrs TAT: 75% surcharge		75%	\$0.00	\$0.00
72 Hrs TAT: 50% surcharge		50%	\$0.00	\$0.00
			Subtotal	\$0.00
EXPEDITED ANALYTICAL SERVICES: For TCLP/SPLP:				
48 Hrs TAT: 100% surcharge		100%	\$0.00	\$0.00
72 Hrs TAT: 75% surcharge		75%	\$0.00	\$0.00
96 Hrs TAT: 50% surcharge		50%	\$0.00	\$0.00



Florida-Spectrum Environmental Services, Inc.
 1460 W. McNab Road
 Ft. Lauderdale, Florida 33309
 Phone: (954) 978-6400
 Fax: (954) 978-2233



Pricing Quotation for Laboratory Services

Contact Kevin Keane		Date 4/8/2024	
Company	BND Engineers, Inc.	Quote Number	B-040824-KK-40
		Subtotal	\$0.00
FIELD SAMPLING SERVICES:			
SAMPLING LABOR, <u>ESTIMATED</u> , PER MANHOUR, PORTAL TO PORTAL	8	\$90.00	\$720.00
WATER FIELD MEASUREMENTS FEE (PER SAMPLE) (to include <u>any</u> or <u>all</u> of the following measurements): (pH, conductivity, chlorine (free, total residual, dioxide), dissolved oxygen (DO), depth to water, total depth of well, filtered in field, oxidation reduction potential (ORP), salinity, turbidity)	3	\$21.00	\$63.00
EQUIPMENT	0	\$0.00	\$0.00
**Any Microbiological samples or short holds dropped off, picked up or sampled on a Friday will be subject to a Weekend Charge of \$80.00.		Subtotal	\$783.00
		Total	\$12,088.80
Technical Notes	Custom Report Formats, Electronic Deliverables, Special reports, compound lists and/or reporting limits will be quoted per event.		
	As per the applicable FDEP SOPs in accordance with the approved monitoring plan of your project. Field quality control samples, require various field quality control blanks for at least 5% of the samples. FDEP requires field duplicates, field blanks, equipment blanks, and matrix spikes on most projects. Field QC: 1 trip blank per cooler of samples that contain VOC's will be provided. All other field QC including field & equipment blanks, client-requested MS/MSD's, & field duplicates will be invoiced at the above rates. Please accept or decline by checking "Yes" or "No" respectively. ☐ Yes or ☐ No		
	If Needed QA/QC Summary Report including... Blank, LCS Recovery, MSPK-DUP, % Recovery & RPD-Precision, Surrogates, Completeness, Acceptance Criteria as per published EPA, Methodologies, QC Physical File Numbers... (Please Note on the COC) (15% Surcharge will apply)		

Technical Notes



Florida-Spectrum Environmental Services, Inc.
 1460 W. McNab Road
 Ft. Lauderdale, Florida 33309
 Phone: (954) 978-6400
 Fax: (954) 978-2233



Pricing Quotation for Laboratory Services

Contact	Kevin Keane	Date	4/8/2024
Company	BND Engineers, Inc.	Quote Number	B-040824-KK-40
Prices include appropriate containers, chemical preservatives, use of coolers, container labels, and chain-of-custody forms. Client is responsible for sample transportation unless the laboratory performs the sampling or other arrangements have been made. Clients that request that samples be placed on hold will be charged a storage fee of \$1 per container per day the samples are stored. This allows us to recoup some of the costs of providing containers, preservatives, and kitting for samples that are never processed. Thank you! Other: *If results are needed in dry weight and there is not a Percent Solid charge above, please add \$12 per sample.			
Payment Terms	Payment terms are COD until full credit approval. Upon approval, Payment Terms will be NET 30 days. Quote is subject to Florida-Spectrum's Terms & Conditions. This Pricing Quotation is valid for 30 days from the date issued and indicated above. Prices shown are for Standard NELAP compliant Laboratory Analysis Report Formats. These prices will be effective for six (6) months following the signed execution of this pricing contract. Client agrees to pay for analytical services rendered even if data does not agree with historical records, computer models, expectations, or extrapolations of fact.		
Please indicate your organization's acceptance of the quote, terms & conditions herein by having an authorized representative of your organization complete the following and return to Katharine A. Kutil at kkutil@flenviro.com Thank you!			
Signature:		Date:	
P.O. and/or JOB #	0		



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters At Lloyds London NAIC # 15792 INSURER B: The Phoenix Insurance Company 25623 INSURER C: The Travelers Indemnity Co. 25658 INSURER D: The Charter Oak Fire Insurance Company 25615 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570107416424 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		P6300R561380COF24	03/01/2024	03/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		810-2W206561-24-43-G	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION					EACH OCCURRENCE AGGREGATE
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB4W7689952443E	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	☒ E&O - Professional Liability - Primary		PSDEF2401124 Clms Md - Prof/Pollution	03/01/2024	03/01/2025	Per Claim/Aggregate Deductible \$5,000,000 \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Event No. 157 Project No. 12891, Holiday Park Parking Garage Design Criteria Package, 707 NE 8th Street, City of Fort Lauderdale, City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of Fort Lauderdale, its officials, employees, and volunteers in accordance with the policy provisions of the workers' Compensation policy. Contractual Liability is included under the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale FL 33316 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
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CAM #25-0773

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	30

PERSON OR ORGANIZATION: **ANY PERSON OR ORGANIZATION**

ADDRESS: **ADDRESS FOR ENTITY INCLUDED IN WRITTEN REQUEST**
DAYTON OH 45430

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION NOTICE OF
CANCELLATION, NONRENEWAL OR MATERIAL
LIMITATION OF COVERAGE PROVIDED BY US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL
BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION
OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

"ADDRESS"

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that Underwriters cancel this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date; and
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to Underwriters, either directly or through its broker of record, the email address of the contact at such entity, and
3. Underwriters received this information after the **First Named Insured** received notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to Underwriters,

Underwriters will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of Underwriters emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that Underwriters have fully satisfied their obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

POLICY NUMBER: UB-4W768995-24-43-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____