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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: AGREEMENT BETWEEN CITY AND CALVIN, GIORDANO & ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES – MILLS POND SOCCER AND LACROSSE FIELDS

Approved Comm. Mtg. on May 19, 2015

CAM#15-0582

ITEM: PUR-1

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **City Attorney's Office: Approved as to Form: 2 Originals to City Manager**

Rhonda Montoya Hasan



CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 2 originals to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Forward one (1) original to: Lura Rogers

Original Route form to Meredith Shuster

6/10

AGREEMENT

Between

City of Fort Lauderdale

and

CALVIN, GIORDANO & ASSOCIATES, INC.

for

CONSULTANT SERVICES

for

LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES – MILLS POND
SOCCER AND LACROSSE FIELDS

THIS IS AN AGREEMENT made and entered into this 19 day of May 2015,
by and between:

City of Fort Lauderdale, a Florida municipality,
(hereinafter referred to as "CITY")

and

Calvin, Giordano & Associates, Inc. a Florida
Corporation (hereinafter referred to as
"CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of May 19, 2015 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Landscape Architectural and Engineering Services – Mills Pond Soccer and Lacrosse Fields RFQ No.255-11503 (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 May 19, 2015 and any duly authorized and executed Amendments to Agreement.
- 1.2 CERTIFICATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision to this agreement between the CITY and the 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 his 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.

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.8 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.
- 1.9 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.
- 1.10 CONSULTANT: Calvin, Giordano & Associates, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works 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.
- 1.12 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.
- 1.13 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.

- 1.14 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.
- 1.15 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.16 OMISSION: A scope of work missed by the 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.
- 1.17 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 1.18 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.
- 1.19 PRELIMINARY PLANS: The documents prepared by the 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.
- 1.20 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 the 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.
- 1.21 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.
- 1.22 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.

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

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Landscape Architectural and Engineering Services – Mills Pond Soccer and Lacrosse Fields as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated 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.
- 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 the 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. 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 or not 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.

- 3.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, 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
TASK ORDERS FOR ADDITIONAL SERVICES

- 5.1 Task Orders for additional services shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements. These Task Orders shall be considered supplemental to the general description of basic services as described in Exhibit "A".
- 5.2 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.2.1 Providing additional copies of reports, contract drawings and documents;
and
- 5.2.2 Assisting CITY with litigation support services arising from the planning, development, or construction.

- 5.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.4 In the event CONSULTANT is unable to complete the services on the date or dates as provided in this Agreement, or subsequent Task Orders, because of delays resulting from the untimely review and approval by CITY and other governmental authorities having jurisdiction over the Project, CITY may grant an appropriate extension of time for completion of the work. It shall be the responsibility of the CONSULTANT to notify the CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.
- 5.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific supplemental Task Order, or if at any time the CITY shall be of the opinion that said supplemental Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new supplemental Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original supplemental Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified under the Performance Schedule. The Performance schedule shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed and a purchase order.

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.

- 6.3 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.
- 6.4 The time for the performance of services described in Exhibit "A," Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
- 6.5 The Term of this Agreement shall be limited to the time required to complete the Basic Services of the Project and any additional Project related Task Orders for additional services.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 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 \$389,055.96, and to reimburse CONSULTANT for Reimbursables as described in Section 7.2, up to a Not to Exceed Amount of \$10,000.00, for a total Not to Exceed Amount of \$399,055.96. 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. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B." The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B."

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, in the total Not-to-Exceed amount of \$10,000.00. 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. Engineering Permit Fees (allowance)

7.2.2 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.

7.2.3 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, nonsalary 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.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables 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. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant 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 the 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 Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 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.

7.4.2 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.

7.4.3 Payments are made by CITY to CONSULTANT using a CITY P-Card (MasterCard or Visa credit card).

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 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.
- 8.2 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 7.
- 8.3 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 per project. 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 in favor of CONSULTANT 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 9
CONSULTANT'S RESPONSIBILITIES

- 9.1 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 obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no

additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. 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. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 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.
- 9.7 The CITY shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 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.

- 9.8.1 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 the 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.
- 9.8.2 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 the CONSULTANT for reimbursement for Errors and Omissions.
- 9.8.3 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 the 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.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the 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.
- 9.8.6 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. 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 10
CITY'S RESPONSIBILITIES

- 10.1 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.
- 10.2 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.
- 10.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 10.4 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 Contractor.

ARTICLE 11
MISCELLANEOUS

11.1 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. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the 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.

11.2 TERMINATION

11.2.1 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 manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. 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 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 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.

11.2.2 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.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, 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 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed

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.

11.2.5 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.

11.3 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 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.

CONSULTANT shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be

amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.4 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.

11.5 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.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including

subconsultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants 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 Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Acai Associates, Inc.
Sports Turf One, Inc.
Dickey Consulting Services, Inc.
Lakdas/Yohalem Engineering, Inc.
Nutting Engineers of Florida Inc.
S. Davis & Associates, P.A.

11.8 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 subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

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.

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall defend, counsel being subject to CITY's approval, and indemnify and hold harmless CITY, and CITY's officers and employees from any and all claims, liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, any award of attorneys' fees and any award of litigation costs, in connection with or arising directly or indirectly out of any act or omission by the CONSULTANT or by any officer, employee, agent, invitee, subcontractor, or subconsultant of the CONSULTANT. The provisions of this Section

shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and CITY's city attorney, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of 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.

11.9.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.9.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.10 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 \$100.00. 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 \$100.00 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 \$100.00, 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 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times

during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.
- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

- B. Endorsements Required:
 City of Fort Lauderdale included as an Additional Insured
 Broad Form Contractual Liability
 Waiver of Subrogation
 Premises/Operations
 Products/Completed Operations
 Independent Contractors
 Owners and Contractors Protective Liability

11.11.3 BUSINESS AUTOMOBILE LIABILITY

- A. Limits of Liability:
 Bodily Injury and Property Damage - Combined Single Limit
 All Autos used in completing the contract
 Including Hired, Borrowed or Non-Owned Autos
 Any One Accident \$1,000,000
- B. Endorsements Required:
 Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
 Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Consultant must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000

Deductible- not to exceed \$100,000

- 11.11.6 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.
- B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

11.12.1 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.

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

11.13 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.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their 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.

11.15 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.

11.16 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.

11.17 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 subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

11.18 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.

11.19 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.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 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.

11.22 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.

11.23 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.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

11.25 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.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 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: City Engineer
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5772

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

 City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone : (954) 828-5037

CONSULTANT: Calvin, Giordano & Associates, Inc.
 1800 Eller Dr. Suite 600
 Fort Lauderdale, Fl. 33316

11.28 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.

11.29 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.

11.30 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 1 year following the end of the contract.

11.31 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.

11.32 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.

11.33 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), this Section applies to any contract for goods or services of \$1 million or more:

The CONSULTANT 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 (2013), as may be amended or revised. The CITY may terminate this Contract at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), 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 has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

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[SIGNATURE PAGES FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF FORT LAUDERDALE, a
Florida municipality

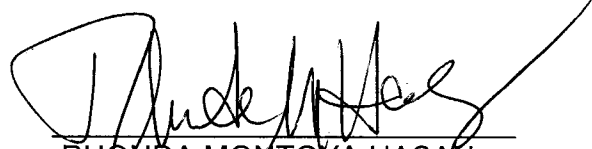
By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH
City Clerk

Approved as to form:


RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation.

Arelis C. Valero
Arelis C. Valero
Print Name

Thomas Palumbo
THOMAS PALUMBO
Print Name

By *[Signature]*
 DENNIS J. GIORDANO, President OR
 SHELLEY EICHNER, Vice President OR
 KARL KENNEDY, Vice President OR
 TAMMY COOK-WEEDEN, Vice President OR
 STEVE WATTS, Vice President OR
 CHRIS GIORDANO, Vice President

ATTEST:

(CORPORATE SEAL)

[Signature]
DAWN HOPKINS, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 28 day of May, 2015, by Dennis Giordano as President of CALVIN, GIORDANO & ASSOCIATES, INC. a Florida corporation.

SEAL



Sara R. Blumkin
Notary Public, State of Florida

Sara R. Blumkin
Name of Notary Typed, Printed or Stamped

Personally Known or Produced Identification:

Type of Identification Produced _____

EXHIBIT "A"
SCOPE OF SERVICES

GENERAL REQUIREMENTS

1. DESIGN STANDARDS

Below is a list of standards all work shall conform to; this list is not comprehensive by any means. The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals.

- City of Fort Lauderdale Unified Land Development Regulations, Planning & Zoning Development Standards
- Florida Building Code (current edition at the time of permitting)

2. QUALITY CONTROL

The CONSULTANT is solely responsible for quality control of the work. The CONSULTANT shall provide a list of sub-CONSULTANTS for the project, which will not be changed without the approval of the City's Project Manager.

3. PROJECT DESIGN SCHEDULE

- 3.1. Set design schedule with the City's Project Manager within 10 business days after the Notice-to-Proceed and prior to CONSULTANT beginning work. Include dates for submittal of schematic design, various design development phases, permitting, construction documents, anticipated design review timeframes, etc.
- 3.2. Submit bi-weekly status reports indicating progress of the design and conformance with the project design schedule. It is understood that the schedule is a dynamic tool and maybe adjusted as required, due to outside agency input.

4. COORDINATION AND PERMITS

The CONSULTANT shall conduct all the necessary coordination with various City departments and other regulatory agencies that have an interest, jurisdiction over and may require permits for this project. During the cost estimation preparation, the CONSULTANT shall provide an estimate for approvals/permits from all City and non-City departments/agencies, having an interest or jurisdiction over this project which include, but are not limited to:

- City of Fort Lauderdale Department of Sustainable Development
- Broward County Environmental Licensing and Building Permitting
- *South Florida Water Management District (Drainage Permit Modification)*
- *South Florida Water Management District (New or Modified Consumptive Use Permit)*
- *City of Fort Lauderdale Engineering Permit*

PROJECT MANAGEMENT

This task will provide a firm foundation for overall project management and monitoring. The CONSULTANT shall perform regular budget and schedule monitoring and manage sub-CONSULTANTS.

The CONSULTANT shall attend monthly (or as required by the City) progress meetings with the City and City staff to keep the City abreast of the project progress. The CONSULTANT shall record minutes of all meetings. The minutes shall address action items and the responsible parties. The City shall review and approve all minutes. Minutes shall be submitted to all attendees within five (5) days of the meeting date. The meetings will be held in the City of Fort Lauderdale, City Hall building.

The CONSULTANT shall organize and attend utility coordination meetings.

The CONSULTANT shall, under the direction of the City, prepare the necessary exhibits for and attend one (1) public outreach meeting to communicate the scope and impact of the project to the affected public.

SUBMITTALS

1. GENERAL INFORMATION

The City's function in connection with submitted plans, specifications, construction cost estimates, design reports, schedules, etc. is that only of review for conformance with design standards, procedures and criteria established by the City; the City shall not be responsible for checking the CONSULTANT's plans for accuracy or engineered design.

The CONSULTANT shall be, at a minimum, responsible for compliance with design criteria and procedures; scope of work; preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient detail to provide the Contractor direction by which this project may be constructed; requesting and obtaining available materials, maps, record drawings, reports, etc., as may be applicable to this project.

In addition to the submittal of plans and documents described herein, exhibits/rendering (11" x 17", 24" x 36" or as determined by the City's Project Manager), power point presentation, 3D renderings, material and color boards/scheme and other materials will be required for presentation to the City Commission, Planning and Development, and public meetings. The CONSULTANT shall coordinate the submittal requirements with the City's Department of Sustainable Development and other departments; as well as submittals with Broward County, SFWMD and any other applicable regulatory jurisdiction.

2. GENERAL REQUIREMENTS

All submittals shall be made to the City's Project Manager. A Capital Improvement Project generally consists of a (1) schematic design, (2) design development and (3) construction document submittal to the City for review, comment and final approval. The CONSULTANT shall be responsible for submitting plans, conducting coordination with, and obtaining approvals/permits from all City and non-City departments/agencies, having an interest or jurisdiction over this project. All fees shall be paid by the City for actual permit costs incurred. The CONSULTANT shall request reimbursement of permit fees through the application for payments. A permit allowance shall be included in the proposed fee schedule.

SPECIFIC SCOPE OF SERVICES AND DELIVERABLES

The CONSULTANT shall develop a project program based upon information gathered from the Parks & Recreation Department and City's Project Manager. This program shall include, at a minimum, the following:

- Required size, use, and requirements of infrastructure for the proposed fields.
- Required relationships of spaces to other spaces.
- Required utility services for all spaces.
- Environmental requirements of all spaces.
- Building service requirements.
- Tabulation of net areas.
- Conceptual cost estimate/budget.
- Preliminary schedule
- Prepare topographic survey, including utility locations, utilizing North American Vertical Datum of 1988 (NAVD 88). Survey will include all aboveground and accessible underground features. Results of survey to be plotted at a scale of 1"=20" or as appropriate.
- *Inventory of existing trees within the project limits.*

Task 1 DATA COLLECTION & PRE-DESIGN DEVELOPMENT

- 1.1. Prior to commencing any work, the CONSULTANT shall visit the site with City's Project Manager to obtain an understanding of the site and complete field investigations to verify and document existing conditions in the area of work.
- 1.2. City shall provide all available record drawings from the City and other agencies as necessary.
- 1.3. The CONSULTANT shall obtain and incorporate, where necessary, any available reports, studies, and plans.
- 1.4. The CONSULTANT shall perform all field tests, laboratory tests and collect all necessary data including but not limited to boundary and topographic survey,

- geotechnical/soils report, environmental report and any additional data required for the completion of the design and permit of the project.
- 1.5. The CONSULTANT shall be responsible for survey control. The datum shall be as required by the City and Permit Agencies (NAVD 88).
 - 1.6. The CONSULTANT shall obtain a topographic survey to locate all above ground and accessible underground features, and finished floor elevations (as applicable). The survey shall also include elevations of above and underground features that may have an impact on the project.
 - 1.7. The CONSULTANT shall prepare a base map that shall include all the survey, native plant inventory and utility data.
 - 1.8. The CONSULTANT shall conduct a geotechnical investigation and provide a hard copy as well as an electronic version in CD of the report to the City's Project Manager. This report will be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
 - 1.9. The CONSULTANT shall advise the City of any additional testing or surveys that may be required prior to the development of plans and specifications.
 - 1.10. The CONSULTANT shall prepare a preliminary evaluation (Due Diligence Study) of the project and its budgetary constraints and review with the City's Project Manager any inconsistencies between program requirements and budget limitations.

Task 2 SCHEMATIC DESIGN (30% Plans)

- 2.1. The CONSULTANT will participate in reviews of schematic design documents and pre-application meetings with various City departments and outside agencies. Attend one (1) public information meeting, revise design concept, if necessary, based on input from the community and City staff. Attend meetings and make presentations required to obtain City of Fort Lauderdale Development Review Committee and other Planning and Development approvals.
- 2.2. The CONSULTANT shall attend a coordination meeting with City's Public Works, Engineering Division to review City's CAD standards.
- 2.3. The CONSULTANT shall prepare two (2) schematic design layouts for City approval and provide recommendations for implementing improvements. Upon selection of the preferred schematic layout, the CONSULTANT shall synthesize into one (1) design concept and prepare schematic design documents. The Schematic Design documents shall include, at a minimum, the following:

Site Plan

- I. Fields and future building for bathrooms location and orientation

- II. Automobile parking lot, including handicap spaces
- III. Drives/walkway/hardscape
- IV. Stadium lighting infrastructure
- V. Drainage system
- VI. Landscape areas
- VII. Security considerations, e.g., site lines
- VIII. Zoning, including adjacent parcels

Special systems

- I. Energy conservation considerations and introduction of sustainable strategies

Construction Opinion of Probable Cost

- I. If estimate is not within budget, items shall be identified that will bring cost down to budget for review and approval. The opinion of probable cost shall be submitted with the schematic drawings.

Code Analysis

- I. Identifying any potential issues and possible variances. Including areas where variances would be required and reasons why compliance would be difficult.

- 2.4. **Schematic Design Documents** – CITY shall inform the CONSULTANT within 14 days of receiving the submittal on how to proceed with the proposed design. CONSULTANT shall attend a coordination meeting with CITY to finalize the Schematic Design Drawings. The CONSULTANT shall also obtain all necessary approvals from the CITY prior to proceeding with the design. CONSULTANT shall prepare and submit meeting minutes.
- 2.5. **Opinion of Probable Cost** – The CONSULTANT shall prepare an opinion of probable cost at Schematic Design and make the changes to the design if needed to have it within the proposed budget. The Consultant shall submit two (2) opinion of probable cost, one accounting for the project with three (3) synthetic turf fields and another with a combination of synthetic turf and natural grass.
- 2.6. **Project Schedule at Schematic Design** – The CONSULTANT shall deliver a schedule in Microsoft Project of the work break down as part of this submittal package for City review and approval. Schedule shall include at a minimum deliverables dates, milestones, QA/QC time, and permitting timeframes. CITY review time frame shall be not less than 7 business days per submittal.
- 2.7. CONSULTANT shall provide three (3) original signed and sealed sets of the schematic design package, together with an electronic copy in CD for review and comment by the City.
- 2.8. The CONSULTANT shall coordinate and schedule pre-application meetings with applicable permitting agencies to ensure that the proposed design complies with applicable regulations, codes and standards including City's own

codes and ordinances. Meeting minutes shall be documented and submitted to the City.

Task 3 DESIGN DEVELOPMENT (60% Plans)

- 3.1. Based on the approved SCHEMATIC DESIGN, the CONSULTANT shall prepare Design Development (DD) documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, electrical and any special systems. The Design Development submittal shall include, at a minimum, the following:

Electrical

- I. Electrical design plans showing power distribution, fixture and equipment schedule, special systems diagrams, and any other applicable systems.

Site Plan in addition to Schematic Design information, provide preliminary:

- I. Grading and drainage, including drainage design and analysis
- II. Utility service entrance points and supply lines
- III. Landscape plan/Irrigation plan
- IV. Sport field lighting/site lighting design; including submittal of light fixture cut sheets
- V. Electrical design plans
- VI. Pavement, pedestrian walkways, apron access ways and similar improvements

Specification

- I. Supplementary General Conditions or Project Procedures and Details.
- II. Index of final specifications
- III. City shall provide their Standard Front End Documents for review and incorporation into this submittal.

Code Evaluation

- I. Written report of preliminary reviews with the Sustainable Development Department
- II. CONSULTANT shall have filed for and received disposition of variances identified in the Schematic Design phase

Construction Cost Estimate

- I. Statement of construction cost and certification that project is within budget. CONSULTANT shall identify acceptable alternatives to keep the cost of construction within the project budget. These alternatives shall be submitted with the DD submittal.

- 3.2. The CONSULTANT, including sub-CONSULTANTS (as necessary) will be required to participate in reviews of design development documents with various City departments and outside agencies. The CONSULTANT shall provide a report of the review comments to the City's Project Manager, including comments address per City's Sustainable Development Department.
- 3.3. The CONSULTATNT shall prepare preliminary bid documents with a list of technical specifications section.
- 3.4. **Design Development Documents** – CITY shall inform the CONSULTANT within 14 days of receiving the DD submittal on how to proceed with the proposed design. CONSULTANT shall attend a coordination meeting with CITY to finalize the Design Development package. The CONSULTANT shall also obtain all necessary approvals from the CITY prior to proceeding with the design. CONSULTANT shall prepare and submit meeting minutes.
- 3.5. **Cost Estimate** – The CONSULTANT shall prepare the cost estimate at DD of the construction drawings development, propose and make the changes to the design if needed to have it within the proposed budget.
- 3.6. **Project Schedule** – The CONSULTANT shall deliver an updated schedule in Microsoft Project of the work break down as part of this submittal package for City review and approval. Schedule shall include at a minimum deliverables dates, milestones, QA/QC time, and permitting timeframes. CITY review time frame shall be not less than 7 business days per submittal.
- 3.7. CONSULTANT shall provide three (3) original signed and sealed sets of the Design Development package, together with an electronic copy in CD for review and comment by the City.

Task 4 CONSTRUCTION DOCUMENTS & FINAL SPECIFICATIONS

- 4.1. After the DESIGN DEVELOPMENT documents and construction cost estimates receive written approval from the City's Project Manager, the CONSULTANT shall prepare construction drawings, plans and specifications to include structural, electrical, civil, landscape and other elements as appropriate to allow for the bidding and construction of the project. The CONSULTANT shall coordinate specifications and drawings, prepare the construction drawings based on Design Development Drawings. Drawings will include final mark-ups made by the CITY (including 90% and 100% markups) and all regulatory agencies' comments shall be implemented. The CONSULTANT shall apply sustainable design principles. After 90% plans have been completed, an initial "dry run" of the plan set shall be submitted to the City's Department of Sustainable Development which will provide additional information regarding any further steps that may need to be included, changes, and other appropriate adjustments. Additionally, the CONSULTANT shall conduct and respond to constructability reviews made by CITY on the 100% completion of submitted drawings. The final Construction

Documents submittal shall include, at a minimum, plan, details and specifications for the following:

Electrical

- I. Electrical design plans showing power distribution, fixture and equipment schedule, special systems diagrams, including telephone and data systems

Site Plan

- I. Layout including details for all hardscape items and site amenities
- II. Demolition plans
- III. Grading and drainage, including drainage design and analysis
- IV. Utility plans and details
- V. Landscape plan and details
- VI. Irrigation plan and details
- VII. Sport field lighting/site lighting design; including submittal of light fixture cut sheets
- VIII. Electrical design plans and details
- IX. Structural plans and details
- X. Pavement, pedestrian walkways, apron access ways and similar improvements

- 4.2. **Cost Estimates at 100%** – The CONSULTANT shall prepare the final cost estimate at 100% of the construction drawings development, propose and make the changes to the design if required to be within the proposed budget.
- 4.3. **Project Schedule** – The CONSULTANT shall deliver an updated schedule in Microsoft Project of the final project schedule.
- 4.4. The CONSULTANT shall work with the City to provide permit drawings for submittal to the City of Fort Lauderdale Sustainable Development Department, Building Services Division. The CONSULTANT shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.
- 4.5. The CONSULTANT shall coordinate the preparation of the technical specifications with the City of Fort Lauderdale standard General Conditions for format and content consistency.
- 4.6. All comments from the construction document review shall be resolved and the CONSULTANT shall deliver a complete set of contract documents signed and sealed by a CONSULTANT licensed to practice in the State of Florida to the City. The CONSULTANT shall obtain any other approvals required prior to submitting final plans to the City. This item includes responding to all permit agencies comments. This item does not include permits fees, which are reimbursable expenses paid per contract agreement clauses.
- 4.7. After completion of the construction documents, the CONSULTANT shall coordinate with the City's Project Manager to arrange for duplication of final review sets. Three (3) original signed and sealed set of plans, specifications,

special provisions, cost estimate, engineering and other design calculations. In addition, the CONSULTANT shall provide an electronic copy in CD.

Final submittal to the City's Project Manager will include the following:

- I. Original drawings with original seals on 24"x36" sheets
- II. Original calculation reports with original seals on 8.5"x11" sheets
- III. Original Technical Specifications

- 4.8. The CONSULTANT shall apply and obtain all necessary engineering and building permits for construction of this project.
- 4.9. The CONSULTANT shall prepare a preliminary construction schedule and coordinate the final bid documents and technical specification section with the City's Project Manager for preliminary review prior the Bidding Services phase starts.
- 4.10. The City will be responsible for the reproduction and distribution of bidding documents.
- 4.11. If the project is not immediately bid or the CONSULTANT's services terminate at this point, the CONSULTANT shall deliver original prints and one set of final technical specifications and any other contract documents prepared under this contract to the City's Project Manager prior to receiving final payment for these services.

Task 5 BIDDING SERVICES

During the bidding phase, the CONSULTANT shall make services available to the City for interpretation of the plans and specifications and review of prior approved equal product submittals. The CONSULTANT shall develop and provide to the City all required project addenda during the bidding phase. The CONSULTANT shall also respond to contractor's questions in writing. Moreover, the CONSULTANT shall attend and participate in the project pre-bid conference. The CONSULTANT's Project Manager shall attend the pre-bid conference to address technical questions posed by prospective contractors. The City shall provide the bids and bid tabulation to the CONSULTANT for review and comment.

Task 6 CONSTRUCTION MANAGEMENT SERVICES

- 6.1. The CONSULTANT shall attend and record minutes of the pre-construction conference as scheduled by the City's Project Manager.
- 6.2. The CONSULTANT shall review all shop drawings, samples and other submittals within 10 business days of receipt of the item to determine compliance with the drawings and specifications. The CONSULTANT shall

- note approval or disapproval on the items and retain two copies for the project record.
- 6.3. The CONSULTANT shall provide a written response to all requests for clarification and interpretation by the contract documents during construction within seven business days unless granted an extension by the City's Project Manager.
 - 6.4. The CONSULTANT shall visit the construction site at intervals appropriate to the various stages of construction as Consultant deems necessary or as the City requests in order to enable Consultant to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). Consultant shall keep the City informed of the progress of the work in the manner and frequency requested by the City.
 - 6.5. The CONSULTANT shall conduct field observations of all disciplines involved including any required threshold inspection, resolving on-site problems and answering technical questions as construction progresses.
 - 6.6. The CONSULTANT shall attend **bi-weekly** construction/progress meetings for the entire duration of the construction phase, including preparation of meeting addenda and minutes and provide written reports of on-site observations of the work at the request of the City's Project Manager.
 - 6.7. The CONSULTANT shall review Contractor's pay applications request and verify construction schedule and critical path.
 - 6.8. The CONSULTANT shall review contractor's change order requests and claims and forward recommendations and cost evaluations of the change order or claim to the City's Project Manager.
 - 6.9. The CONSULTANT shall co-prepare a final punch list with the City City's Project Manager; participate in Substantial and Final Completion inspections, equipment and system start-ups as necessary. The CONSULTANT shall coordinate and deliver from the contractor all written guarantees, bonds, warranties, parts lists, and operations and maintenance manuals to the City's Project Manager.
 - 6.10. At the completion of construction all red-lined record changes shall be transferred to electronic CAD drawings by the contractor and submitted to the CONSULTANT for final review and approval. As-Built drawings will be a clean set of redline drawings provided by the contractor and reviewed by the CONSULTANT as part of the project close out process.
 - 6.11. The CONSULTANT, in coordination with the contractor, shall provide all required project certification and project close out for all aspects of the project defined within the scope of consulting services.

Deliverables:

Deliverables for this project shall consist of the following:

- Task 1 **Data Collection & Pre-Design Development Submittal**
Boundary and Topographic Survey
Geotechnical Report
List of Additional Testing or Surveys That May be required for the project
Preliminary Evaluation (Due Diligence Study) Including Budget Review
Project Schedule
Tree inventory
- Task 2 **Schematic Design Submittal**
Schematic Design Documents
Opinion of Probable Cost
Project schedule
Color Renderings for Public Information Meeting
- Task 3 **Design Development Submittal**
Design Development Plans and Documents
Construction Cost Estimate
Project Schedule Update
Preliminary Bid Documents / List of Technical Specifications
Report of preliminary review meetings with agencies
- Task 4 **Construction Documents & Specifications Submittal**
Construction Plans & Documents (including, but not limited to, Specifications, Calculations, etc.)
Permitting - obtaining all permits and approvals for the Construction Documents
Construction Cost Estimate
Project Schedule Update
Preliminary Bid Documents and Technical Specifications
Preliminary construction schedule, final bid documents and technical specifications
- Task 5 **Bidding Services**
Final Bidding Package, including Bid Documents and Technical Specifications
Review and respond any Request For Information (RFI) Recommendations and comments on City's bid tabulation for selection of contractor
- Task 6 **Construction Management Phase Services**

Construction Administration including, but not limited to, review of shop drawings, submittals, RFI's, change orders, pay applications, etc.
Minutes from Bi-weekly Construction Progress Meetings
Site visit inspection reports, including Substantial Completion and Final Completion punch list
Approved as-built plans from Contractor
All required project certifications and project close out documentation

The deliverables shall include, but not limited to, all applicable electronic data/files such as DWG, RVT, PDF, WORD, ICPR or routing files and Excel files in original format for City records. The drawings shall comply with the CITY CAD Standards. Prior to commencement of the schematic design, the CONSULTANT shall meet with Public Works CAD section to coordinate the minimum CAD standards to be incorporated in the design files.

CITY'S RESPONSIBILITIES

- CITY shall provide any available survey data, project records, drawings, reports, studies, etc. required for the final design.
- The City of Fort Lauderdale shall be responsible for closeout services associated with any permits obtained for this project.
- The City's Project Manager, or a designated representative, will coordinate the project for the CITY.
- CITY shall coordinate with adjacent property owners as applicable to obtain access to private property. CITY shall provide CONSULTANT written confirmation for private property access.
- Meeting attendance.
- Timely review of submittals.
- Payment of permit fees as reimbursable expense per contract agreement.

ADDITIONAL SERVICES

If authorized in writing by the CITY as an amendment to this contract, the CONSULTANT shall furnish, or obtain from others, Additional Services of the types as listed in the contract. The CITY, as indicated in the contract, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 through 5 inclusive within seven (7) months of written Notice to Proceed. Task 5 (Bidding Services) start date will be dependent on later dates of bidding for construction phase established by

Public Works, Engineering Division. Construction is anticipated to take approximately eight (8) months, while project close out it is estimated to take approximately two (2) months.

Tentative Schedule

Mills Pond Park - Soccer/Lacrosse Fields

	Event	Start Date	End Date
1	Notice To Proceed	June 1, 2015	
2	Data Collection	June 1, 2015	July 1, 2015
3	Schematic Design Phase	July 2, 2015	August 17, 2015
4	30% Design Submittal	August 18, 2015	
5	30% City Review	August 18, 2015	August 24, 2015
6	Design Development Phase	August 25, 2015	October 2, 2015
7	60% Design Submittal	October 5, 2015	
8	60% City Review	October 6, 2015	October 12, 2015
9	Construction Documents Phase	October 13, 2015	December 14, 2015
10	100% Plan Submittal	December 14, 2015	
11	100% City Review	December 14, 2015	December 28, 2015
12	Bidding Services	December 29, 2015	February 2, 2016
13	Construction Management Services	February 3, 2016	October 18, 2016
14	Final Inspection / Project Certification	October 19, 2016	November 29, 2016

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY notifies the CONSULTANT that funding sources for this project are in place.

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of Luisa Fernanda Arbeláez, P.E., Project Manager, at the address shown below. **Please be sure that all correspondence refers to the City project number and title.**

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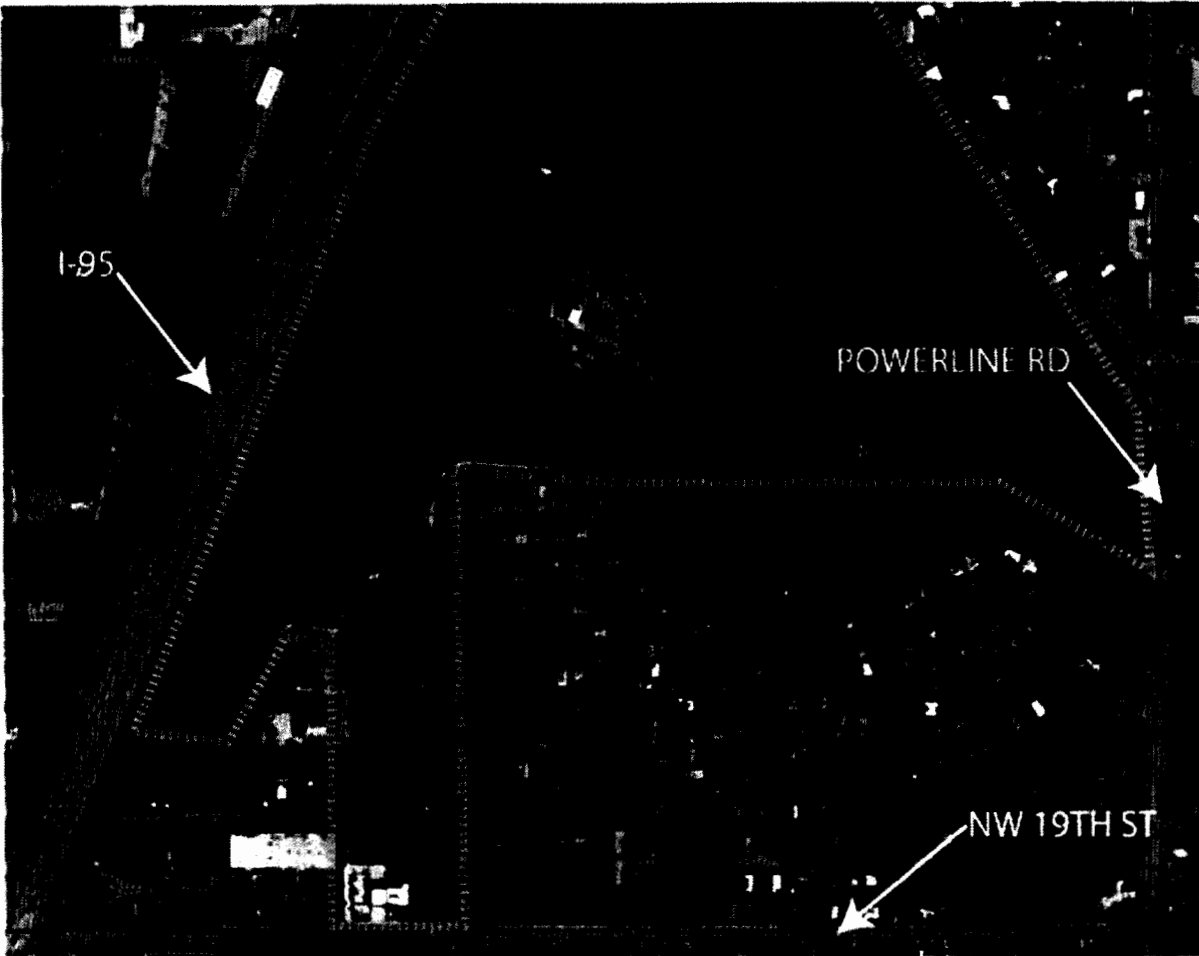
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Location Map

Mills Pond Park Soccer and Lacrosse Fields



LOCATION MAP

LEGEND

-  AREA OF PROPOSED WORK
-  PARK BOUNDARY

N.T.S.



EXHIBIT "B"

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task No.	Task Title	Labor Fees		Total
		Consultant	Sub Consultant	
1	Data Collection & Pre-Design Development	\$21,375.00	\$5,835.00	\$27,210.00
2	Schematic Design (30% Plans)	\$37,310.00	\$10,520.00	\$47,830.00
3	Design Development (60% Plans)	\$38,690.00	\$6,915.44	\$45,605.44
4	Construction Documents (100% Plans)	\$72,017.50	\$10,462.06	\$82,479.56
5	Bidding Services	\$12,822.50	\$3,469.98	\$16,292.48
6	Construction Management Services	\$120,180.00	\$11,008.48	\$131,188.48
				\$350,605.96
7	Project Management	\$23,080.00	\$0.00	\$23,080.00
8	Project Meetings	\$14,320.00	\$1,050.00	\$15,370.00
				\$38,450.00
		Reimbursables		
9	Engineering Permit Fees (Allowance)	\$10,000.00	\$0.00	\$10,000.00
				\$10,000.00
			TOTAL	\$399,055.96



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2 OP ID: LS

DATE (MM/DD/YYYY)

05/21/2015

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 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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Eric Martin Woodling	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222		FAX (A/C, No): 954-776-4446
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Hartford Casualty Ins. Co			29424
INSURER B : American Guar & Liab Ins Co			26247
INSURER C : Twin City Fire Ins. Co.			29459
INSURER D : Hartford Fire Insurance Co.			19682
INSURER E : Landmark American Ins. Co.			33138
INSURER F :			
INSURED Calvin, Giordano & Associates, Inc. Attn: Dennis Giordano 1800 Eller Drive #600 Ft. Lauderdale, FL 33316			

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	21UUNLK3645	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
D	AUTOMOBILE LIABILITY	X	X	21UENZE9789	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
B	UMBRELLA LIAB	X		AUC594612806	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB						AGGREGATE	\$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	21WBNO3209	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
E	Professional Liab			LHR746782	08/27/2014	08/27/2015	Per Claim	2,000,000
	Retention:\$200,000						RETRO DATE 8/27/1959	Aggregate

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

Project: for Landscape Architectural and Engineering Services - Mills Pond Park Soccer and Lacrosse Fields (Project #15-7678).
 City of Fort Lauderdale is Additional Insured with respect to the General Liability and Auto Liability if required by written contract. Waiver of Subrogation applies in favor of the General Liability and (SEE ATTACHED)

CERTIFICATE HOLDER**CANCELLATION**

FORTLA1

City of Fort Lauderdale
 c/o Project Manager
 100 N Andrews Avenue
 Fort Lauderdale, FL 33301

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

NOTEPAD:

HOLDER CODE FORTLA1
INSURED'S NAME Calvin, Giordano &

CALVI-2
OP ID: LS

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Date 05/21/2015

Auto Liability if required by written contract.

30 day notice of cancellation applies, except 10 days notice for non payment.