

AGREEMENT

between

City of Fort Lauderdale

and

WSP USA Inc.

for

LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

RFQ No. 12739-1031

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____, 2024, by and between:

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

and

WSP USA INC., a Foreign Profit Corporation authorized to conduct business in the State of Florida, (hereinafter referred to as "CONSULTANT" or "Consultant")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of May 7, 2024, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Consultant Services for the Las Olas Corridor Design Consultant Services, RFQ No. 12739-1031, incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

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

that CITY pay identified amounts to the CONSULTANT for services performed by the CONSULTANT on the Project.

- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

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

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: WSP USA INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Transportation and Mobility Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation 12739-1031, this Agreement, all Exhibits attached to this Agreement, City approved Change Orders, addenda or amendments to all related documents to the Change Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, and CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications 12739-1031.

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

CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

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

ARTICLE 2 PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT will develop 60% engineering design with cost estimates, preliminary permitting, and a Design Criteria Package (DCP) through stakeholder and community engagement for the Las Olas corridor from South Andrews Avenue to Southeast 17th Avenue including 1) Downtown, 2) The Shops, and 3) Colee Hammock sections, as more specifically described in Exhibit “A,” Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit “A” including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT’S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT’S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT’S sole risk.

ARTICLE 4
GENERAL PROVISIONS

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

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ #12739-1031).

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications (RFQ #12739-1031).

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

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

ARTICLE 6
TASK ORDERS

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit “A”. The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator’s review.
- 7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT’S services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with the terms of this Agreement for all services rendered by CONSULTANT beyond the substantial completion date.

- 7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **Three Million Four Hundred Ninety Nine Thousand Five Hundred Eighty Six and 36/100 cents** (\$3,499,586.36). It is agreed that the method of compensation is that of a "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

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

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement

shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

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

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.

- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

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

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

8.4 METHOD OF PAYMENT

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

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

8.4.3 To protect against payment fraud, CONSULTANT shall comply with any additional requests made by City staff or authentication required by the CITY to verify Consultant's identity, banking information, address, and any other pertinent information, prior to the issuance of each payment.

8.4.4 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

8.4.5 Payment will be made to CONSULTANT at:

WSP USA, Inc.
1200 S. Pine Island Road
Plantation, FL 33324

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in accordance with the terms of this Agreement.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with the terms of this Agreement. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

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

- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be

an additional cost to the CITY which would not be incurred without the Error.

- 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11
CITY'S RESPONSIBILITIES

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

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

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

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

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

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of

CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age,

religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess

of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

12.7 SUB-CONSULTANTS

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

12.7.2 CONSULTANT shall utilize the sub-consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of sub-consultants submitted is as follows:

- Brizaga, Inc.
- Chen Moore And Associates, Inc.
- Hadonne Corp.
- Make Way Construction, LLC
- Marlin Engineering, Inc.
- Local Office Landscape and Urban Design LLC

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

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

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

12.10 LIMITATION OF CITY'S LIABILITY

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

12.11 INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

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

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to

provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of the Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Consultant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

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

The Consultant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers.

Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

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

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

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

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

In the event CONSULTANT is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 EXHIBITS

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

12.26 ONE ORIGINAL AGREEMENT

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

12.27 NOTICES

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

CITY: Transportation and Mobility Director
 City of Fort Lauderdale
 290 NE 3rd Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-3781

With a copy to: City Manager
 City of Fort Lauderdale
 401 SE 21st Street
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

 City Attorney
 City of Fort Lauderdale
 One East Broward, Suite 1605
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5037

CONSULTANT: WSP USA Inc.
Catherine Prince, Vice President
1000 Sawgrass Corporate
Parkway, Suite 578
Sunrise, FL 33323
Telephone: (954) 908-8700
Email: catherine.prince@wsp.com

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a

manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.33 EVALUATION

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

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

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

subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301.

CONSULTANT shall:

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

Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the City's approval, the City, its employees, officers, elected officials, appointed officials, agents, and volunteers from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, lawsuits, royalties, expenses, or liabilities, including any award of attorney fees, paralegal fees, experts witness fees, mediation fees, arbitration fees, court costs, and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, trademarked, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

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

12.40 NON-DISCRIMINATION

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

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

12.41 E-VERIFY

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

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated

Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

WITNESSES:

WSP USA INC., a New York Corporation
authorized to conduct business in the State of
Florida,

Witness Signature

By: _____
David J. Odeh, President

Print Name

Witness Signature

Print Name

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this _____ day of _____, 2024, by David
J. Odeh, as President for WSP USA Inc., a New York Corporation authorized to conduct
business in the State of Florida.

(NOTARY SEAL)

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

Las Olas Boulevard Design Services

RFQ No: 12739-1031

Prepared for:

City of Fort Lauderdale

By:

WSP USA, Inc.

April 2024

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Scope of Services

This scope of services for Las Olas Boulevard Design and Engineering Services will be performed by WSP USA, Inc. and its sub-Consultants (hereinafter referred to as the CONSULTANT), for the City of Fort Lauderdale (hereinafter referred to as the CITY) and described as follows.

Purpose

The purpose of this work order is to develop 60% Engineering Design with Cost Estimates, preliminary permitting, and a Design Criteria Package (DCP) through stakeholder and community engagement. The CONSULTANT will provide engineering consulting services, including developing a 60% design plans, design criteria package, obtaining required preliminary permits. Prepare the DCP package in preparing the Request for Design- Build Services (RDBS) documents to solicit competitive proposals for the 100% design and construction. In addition, to provide other optional services such as bidding support consultation Construction Engineering Inspection (CEI) services during construction to the CITY.

Background

The City of Fort Lauderdale intends to develop the design for Las Olas Boulevard corridor phase 1 segment from South Andrews Avenue to Southeast 17th Avenue. This work shall be based on the Las Olas Conceptual Design Vision Master Plan (Western and Eastern Corridor) prepared in June 2021. The referenced segment for this design RFQ will include descriptions, existing conditions, recommended design criteria, scope of work and other conditions as needed for three sections: 1. Downtown (Andrews Avenue to US-1), 2. The Shops (US-1 to 12th Avenue) and 3. Colee Hammock (SE 12th to SE 17th Avenue).

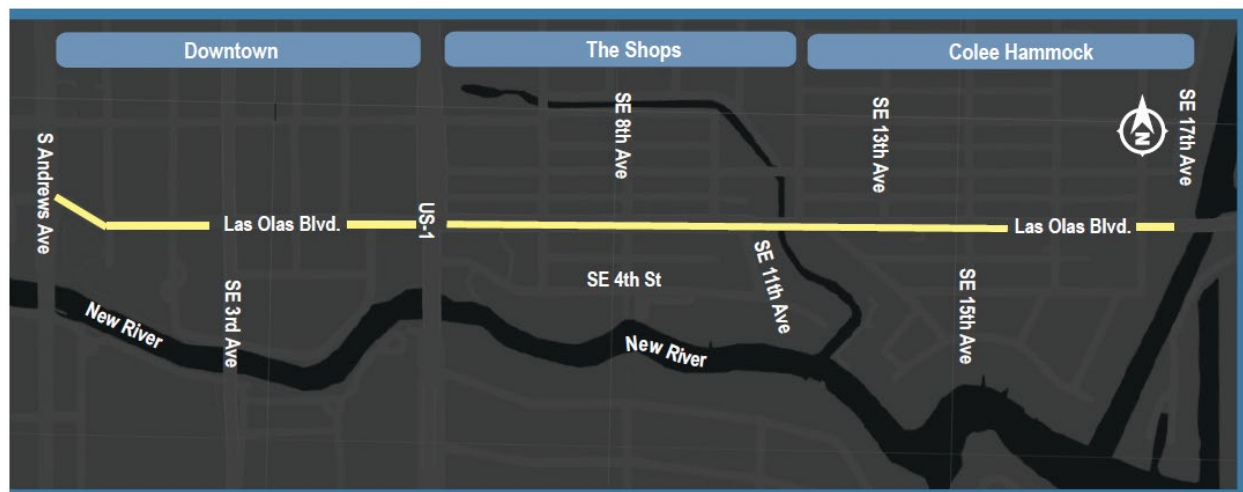


Figure 1: Project Boundaries with three project segments

1 Preliminary Design

1.1 Survey

1.1.1.1 Horizontal and Vertical Control

- A. The survey will be based on the North American Datum 1983 (NAD83), Florida East Zone 901. A description of the control points upon which the survey is based shall be shown in the survey drawing. Well established / monumented lines shall be identified and labeled (i.e., Section lines)
- B. On vertical control refer to the datum used (NGVD88). Description of the Benchmarks upon which the survey is based shall be shown in the survey drawing. The surveyor shall establish (at least two or more) temporary benchmarks (T.B.M.) throughout the project no longer than 1,000 feet intervals. A minimum of two site benchmarks on or near the survey shall be indicated upon the survey map.
- C. ACCURACY

The Horizontal Accuracy shall not exceed an error of 1 foot in 7,500 feet, a common value accepted for urban areas. The elevations shall be based on a closed level loop between two-benchmarks and shall not exceed the calculated value of a closure in feet of plus or minus 0.05 feet times the square root of the distance in miles.

1. Perform a full route survey including the entire right-of-way from face of building to face of building. The survey at the intersections shall be extended 250 feet beyond the route right-of-way.
2. Topographic information gathered shall include the following:
 - A. Locate above ground visible utilities components (i.e. utility poles including the guy wires, traffic signal poles, transformers, valve boxes, hydrants, meters boxes, telecommunication service boxes, drainage structures, utilities manholes and vaults), buildings, sidewalks, walls, fences, mailboxes, edge of pavements, asphalt patches, driveways (identify if asphalt, concrete, pavers, etc.) and all other significant above ground features within the survey route. For transmission pipelines design and pump stations design, show the clearances of the overhead structures and utility cables within the right-of-way and pump station site. For existing valves, the elevations of the valve's operation nut must be shown.

- B. Below grade utilities such as sanitary sewer manholes and storm sewer structures shall be located, rim elevation or top of the structure elevation, pipeline inverts, material and diameters shall be measured.
- C. Location of all trees with 3-inch diameter trunks or larger; however, where are thick stands of trees and shrubs within the right-of-way, the tree line will be located, but a detailed tree survey within these areas is not included, since construction will not be proposed within these areas.
- D. Take Cross-section elevations at 50-foot intervals along the entire survey route. Cross-sections shall define all grade breaks such as:

a) The centerline of the roadway	b) Edge of the pavement
c) Top of shoulder	d) Bottom of shoulder
e) The centerline of swale	f) Gutter
g) Top of the curb	h) Back of the sidewalk
i) Right-of-way line	j) Low and high points
k) Median openings	l) Transitions (turn lanes)
- E. Any abrupt changes in grades are immediately beyond the limits of the project.
- F. Boundary information will include right-of-way lines, subdivision lines, section lines, property lines, and easement lines as required by the project. The surveyor will be responsible for obtaining right-of-way information from available records. The surveyor will depict and label boundary data on the plans for informational purposes only. The surveyor will not perform a Boundary Survey. As with abbreviations, any symbols, line types, etc. shown on the survey map shall be explained and/or defined in a legend.

1.1.1.2 Alignment

- A. The surveyor must set reference points along the survey base line in order to perpetuate the alignment at intervals no longer than 1,000 feet. The reference points should be established at right angles to the survey base line. Show Northing and Easting coordinates, station, offset, and elevation of the reference points.
- B. Establish the center lines and/or monument lines of side streets. Give station equation and bearings or angle turned,
- C. Show all curve data on plans. Set points of curvature and points of tangency in the field and reference the radius point. This information may be shown in tabular form and written inside the drawing.
- D. Baselines shall be tied to well established lines, such as, centerlines, section lines, right-of-way lines, if different.

1.2 Geotechnical Exploration

Proposed geotechnical exploration program includes field exploration, laboratory testing, and engineering evaluation services, as required to support the design of the proposed improvements. Based on our understanding of the required tasks, the CONSULTANT proposes to provide the geotechnical services outlined below:

1.2.1 Field Exploration

1.2.1.1 Existing Data Review

The CONSULTANT will conduct a comprehensive review of all available geotechnical data, associated with the project area(s). This information will be used to supplement field data obtained from the proposed field exploration efforts.

1.2.1.2 Pavement Coring (With Base Check) + Roadway SPT's

The CONSULTANT will perform full-depth coring of the asphaltic concrete (4 or 6-inch diameter cores), at each proposed SPT road location, for upto 45 asphalt cores along the road alignment. Upon coring completion, Standard Penetration Testing (SPT's) will be performed to a maximum depth of about 10 feet Below the Ground Surface (BGS). At drilling completion, WSP will backfill the boreholes and core sections with cement-grout, and hand tamped "Cold Patch" asphalt.

1.2.1.3 Open-Hole Permeability Testing

The CONSULTANT will perform seven (7) Percolation Tests (SFWMD Open-Hole Method) to a depth of approximately 10 feet BGS. Six (6) percolation tests will be completed along the road alignment, about every 500 LF, and one (1) test will be completed at the location of the proposed Lift Station. The field data collected will be used to estimate exfiltration rates of the subgrade soils. At completion of drilling, we will grout the test boreholes with a mixture of soil cuttings, cement and bentonite.

1.2.1.4 SPT Borings for Structures

The CONSULTANT understands that approximately seven (7) mast-arm locations will be moved (re-located), and that a lift station is also planned within the Huizenga Park. To address the foundation design needs for these structures, we propose to perform seven (7) SPT borings (one at each proposed mast-arm location), drilled to a depth of approximately 30 feet BGS, and one (1) SPT boring drilled to a depth of about 50 ft BGS, at the location of the proposed lift station.

1.2.1.5 Standard of Care (Drilling)

Due to heavy concentration of utilities in the areas to be explored, the CONSULTANT will implement a specific GPR boring location "Clearance" program, to minimize the risk of damaging existing City utilities. Initial boring locations will be identified using handheld GPS

equipment. The final boring locations will be marked following GPR conflict resolution. Prior to the GPR Clearance, each of the proposed test locations will be marked/staked, and the underground utility lines coordinated through Sunshine State One Call of Florida (SSOCOF).

Our field exploration will be conducted in general accordance with applicable ASTM standards and FDOT's Soils and Foundation Handbook. We plan to perform laboratory classification and index property tests on selected representative samples we obtain during drilling to confirm visual classifications. We will conduct laboratory tests in general accordance with ASTM or other widely accepted standards.

1.2.1.6 MOT Program & Implementation

In compliance with FDOT Standards the CONSULTANT will prepare and implement a Maintenance of Traffic (MOT) program, in general accordance with FDOT MOT Indices during the performance of our drilling activities, to protect the public and working personnel. The MOT plans will be prepared and submitted for approval before mobilization to the site(s).

1.2.2 Laboratory Program

1.2.2.1 Soil Index Property Testing

At the completion of the geotechnical exploration, we will transport the soil and rock samples to our local soils and materials testing laboratory, where they will be examined by a geotechnical engineer and visually classified using nomenclature consistent with the Unified Soil Classification System or AASHTO methods. Soil laboratory testing will be performed to aid in the soil classification and in the development of engineering parameters. The anticipated laboratory testing may include:

- Natural Moisture Content
- Grain size analysis
- Fines Content (minus No. 200 sieve only)
- Atterberg limits
- FDOT Corrosion Series
- Organic Loss on Ignition

1.2.2.2 Engineering Report

Upon completion of our field exploration and laboratory testing program, we will issue an engineering report describing our field exploration and laboratory testing program, presenting our findings and pertinent recommendations for the geotechnical aspects of the proposed force main, which consist of the following:

- Identify soil types within the project area using visual classifications and soil laboratory tests results.
- Provide angle of internal friction, (ϕ).

- Soil stratum and depths.
- Groundwater level measurements and estimation of normal wet seasonal high groundwater level.
- Soil's unit weight.
- Lateral earth pressure coefficients.
- Identify the characteristics and properties of the soils present.
- General dewatering recommendations.
- Other procedures at our professional discretion

Assumptions:

Assessment of site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this GEOTECHNICAL exploration.

1.3 Subsurface Utility Exploration (SUE)

The CONSULTANT will provide the following services.

- Ground Penetrating Radar (G.P.R.) Scan and Utility Verification Services.
- The area to be scanned is approx. 5900 ft along Las Olas Blvd from S. Andrews Ave to SE 17th Ave from ROW to ROW, described in the attached Exhibit.
- The requested number of test holes is fifty (50) Soft Digs on hard surface (S.U.E.) and their location will be provided according to the specified requirements (to be determined by Client) unless directed differently by the client. The location of the proposed S.U.E. Test Holes shall be reviewed and accepted by the CITY.
- Prepare a Specific Purpose Survey depicting the result of the G.P.R. results work.
- All Procedures in connection with this project will be performed in strict accordance with the applicable provisions of the "Standards of Practice for Land Surveying" in the State of Florida pursuant to Rule 5J-17 of the Florida Administrative Code.

1.4 Traffic Analysis

A traffic analysis will be performed to capture the impacts of the following three scenarios along the Las Olas Boulevard corridor. The analysis will be conducted only for the existing condition.

- Scenario A: In this scenario, an analysis will be performed for the closure of SE 17th Avenue at Las Olas Boulevard. Currently, a right turn movement is allowed from SE 17th Avenue to Las Olas Boulevard, which will be closed in this scenario.
- Scenario B: In this scenario, an analysis will be performed to convert SE 16th Avenue from two-way to one-way. Currently, SE 16th Avenue is operating as a two-way road between Broward Boulevard and Las Olas Boulevard. In this scenario, SE 16th Avenue segment between SE 2nd Street and Las Olas Boulevard will operate as southbound only.

- c) Scenario C: Both Scenario A and Scenario B will be combined in this scenario, which means SE 17th Avenue southbound right turn movement will be closed at Las Olas Boulevard (Scenario A) and SE 16th Avenue segment between SE 2nd Street and Las Olas Boulevard will operate as southbound only (Scenario B).

In all the scenarios, traffic diversions from the proposed dual northbound left turn lanes at SE 15th Avenue and Broward Boulevard will be considered.

To perform the above analyses, a 4-hour Turning Movement Counts will be performed at the following eight (8) intersections. The data collection will be performed between 7:00 AM and 9:00 AM in the morning and 4:00 PM and 6:00 PM in the evening. The data collection will be conducted after the completion of construction of dual southbound left turn lanes at SE 15th Avenue and Las Olas Boulevard.

- Broward Boulevard & SE 12th Avenue
- Broward Boulevard & SE 15th Avenue
- Broward Boulevard & SE 16th Avenue
- Broward Boulevard & SE 17th Avenue
- Las Olas Boulevard & SE 12th Avenue
- Las Olas Boulevard & SE 15th Avenue
- Las Olas Boulevard & SE 16th Avenue
- Las Olas Boulevard & SE 17th Avenue

In addition to the 4-hour Turning Movement Counts, a 72-hour classification counts will be collected at one location along the SE 15th Avenue, SE 16th Avenue, and SE 17th Avenue between Broward Boulevard and Las Olas Boulevard to precisely capture the impacts of the scenarios listed above. While performing the above analyses, the CONSULTANT will address any proposed traffic signal impacts and improvements and coordinate with Broward County.

Deliverable:

The CONSULTANT will prepare a report with relevant figures and tables to provide a summary of the Synchro, roadway LOS, and intersection LOS analyses. The CONSULTANT will also develop initial traffic and pedestrian signal layout.

Assumption:

Traffic diversion volume will be obtained from a prior engineering study conducted at this location. The CONSULTANT will not model traffic diversion volume.

1.5 Arborist Report

Certified Arborists will perform an evaluation of existing trees within the limits of the proposed streetscape project along Las Olas Blvd. Information collected for each existing tree will include the following:

- Species common and scientific names.
- Trunk diameter at breast height (DBH) (inches).
- Canopy spread (feet).

- Clear trunk height (feet) for palm species.
- Condition rating.
- Defects (up to three per tree) associated with the condition rating.
- Utility conflicts (e.g., overhead powerlines, light poles, etc.).
- Hardscape conflicts (e.g., sidewalk/curbing impacts from roots, etc.).
- Maintenance recommendations (up to two per tree), including pruning, bracing, fertilization, etc.

The results from the tree evaluation will be summarized in an Arborist Report. This report will include a tree disposition table detailing each of the attribute values listed above along with the proposed disposition for each tree. Tree disposition plans will be developed, including this table. The Arborist Report may also be used in support of a Tree Removal Permit application through the City of Fort Lauderdale for any unavoidable tree impacts associated with proposed project improvements.

This scope will also include coordination with the design team to identify measures to avoid/minimize tree impacts (i.e., to both canopies and root systems) in association with proposed infrastructure improvements.

Assumptions:

1. Tree removal permitting services are not included in this scope but may be provided as an additional service to this contract if needed.
2. This scope does not include a survey of existing trees.
3. Tree removal permit services are not included.

Deliverable:

- Arborist Report

1.6 Feasibility of Preliminary Design

The CONSULTANT will assist in the feasibility of the Vision Plan for the Downtown, Shops, and the Colee Hammock segments of Las Olas Boulevard. The CONSULTANT will prepare concept plans that include pavement markings, concept drainage, and landscape design. The concept plans will contain existing and proposed characteristics for the project segments. The concept plans will have proposed typical section(s) and must show property lines, potential locations of stormwater infrastructure, right-of-way lines (existing and proposed), major utility facilities, intersections, and driveways, among other roadway elements. The CONSULTANT will use the data to understand the project area, assess additional project needs, identify physical and environmental constraints, develop, and analyze Project alternatives, and assess constructability issues.

The CONSULTANT will review the site documentation for this segment and review opportunities for living street implementation, such as networked green infrastructure to mitigate against groundwater and upland flooding. The CONSULTANT will review the urban and landscape designs to ensure they align with community input and needs while seamlessly integrated with green infrastructure and other street utility features. The CONSULTANT will

review feasibility and develop new alternatives for all landscape and field conditions, including urban forestry proposals, green infrastructure installations, street and sidewalk paving conditions, street alignment, and street furnishings.

1.6.1 Pedestrian Wayfinding Design

The CONSULTANT will design the Las Olas signage and wayfinding to meet client-provided branding and/or district design guidelines. Any relevant branding information will be provided at the start of the preliminary design phase.

1.6.1.1 Review Existing Conditions

The goal of Preliminary Design is to review Project feasibility from lifecycle cost-effectiveness and constructability perspectives. This is done by developing alternative design concepts.

Understand the Context – The CONSULTANT will gather wayfinding-specific information about existing and proposed City and district signage, relevant sign codes/guidelines, and any CITY or district branding that would need to be reflected in the signage.

Existing Sign Survey and Site Analysis – The CONSULTANT will identify the types of signs currently in use along the corridor and build a matrix and photo library of sign types and locations. The team will also familiarize themselves with existing bikeways, trails, parks, and nearby civic amenities that would conceivably be included as wayfinding destinations. From the gathered information, the team will create recommendations for needed sign types to be included in the reimagined streetscape.

Coordination with Community and Stakeholders – Once the Existing Sign Survey and Site Analysis is complete, the CONSULTANT will communicate with appropriate the community and stakeholders to discuss findings of the Survey and Analysis and confirm which signs and sign types should be carried forward into the signage and wayfinding concepts, which signs could be eliminated or updated, and which could be combined into groups of like information at community engagement workshops.

Existing Sign Summary – The CONSULTANT will develop an Existing Sign Summary document including:

- The existing sign matrix and any needed site photos
- Meeting notes from the coordination with City Stakeholders
- Recommendations for the sign types that will be addressed during the signage and wayfinding design phase.

Deliverables:

Existing Sign Summary Document (PDF)

1.6.1.2 Preliminary Design

The CONSULTANT will develop one signage and wayfinding concept per streetscape alternative (2 concepts assumed). A preliminary signage location plan will be developed to

identify the proposed placement of the major wayfinding signs. Specific locations for regulatory signage, and specific sign messaging will not be provided at this stage.

Preliminary Wayfinding Sign Designs - Each signage and wayfinding alternative will contain typical examples of each major sign type (gateway/district entry, auto directional, pedestrian directional, destination identification, multi-modal bike, street names, parking, and any other needed sign types identified). Concepts will include basic dimensions and notation to describe proposed colors, materials, and lighting.

Preliminary Wayfinding Design Meeting and Presentation – WSP will present the signage design concepts as part of the Design Alternative Stakeholder Engagement meeting. Sign types and design alternatives will be explained alongside the streetscape designs and feedback will be gathered from the stakeholders consistent with comments on the streetscape design alternatives.

Preferred Wayfinding Alternative – Using the feedback gathered from the stakeholder engagement, the WSP wayfinding team will refine the preliminary signage and wayfinding designs into a preferred alternative. The preferred wayfinding alternative will contain typical examples of each major sign type (gateway/district entry, auto directional, pedestrian directional, destination identification, multi-modal bike, street names, parking, and any other needed sign types identified). The preferred alternative will include basic dimensions, notation to describe proposed colors, materials, and lighting.

Preferred Alternative Signage and Wayfinding Location Plan – The location plan will include the proposed locations for all identified wayfinding sign types. Each sign on the location plan will be uniquely identified to facilitate discussion of messaging.

Deliverables:

- Preliminary alternative wayfinding designs, including basic dimensions, colors, fonts, and proposed fabrication materials (Complete typical sign family) (PDF)
- Preferred alternative wayfinding designs, including basic dimensions, colors, fonts, and proposed fabrication materials (Complete typical sign family) (PDF)
- Preferred alternative Signage and Wayfinding Location Plan (PDF)

1.7 Engagement and Outreach Plan

As part of the feasibility study and development of preliminary design, the CONSULTANT will engage with the community to ensure that this process is transparent and successful. Stakeholders are divided into three categories: (1) Directly Adjacent; (2) Neighboring, and (3) Interested.

The CONSULTANT will first review existing engagement documentation to understand what has been done and the outcome of those engagements, so as not to duplicate efforts. CONSULTANT will then develop an Outreach Plan that is a few pages document that outlines the outreach approach including tactics and timelines. The Outreach Plan will also include a

list of identified stakeholders, including individuals, businesses, and groups. CONSULTANT will also develop a brand for the project, including project templates and a one-pager explaining the goals, scope, and timeline of the project for public consumption.

The CONSULTANT will develop a method for tracking engagement throughout the project. A dedicated email with ticket tracking system is recommended and has been used on many complicated and large projects, successfully. The team will route and respond to comments and questions alongside the CITY. This will ensure consistent communications from the project team throughout the lifetime of the project. Furthermore, it will enhance the CITY and CONSULTANT ability to understand the needs of an individual stakeholder and ensure a consistent response.

The CONSULTANT will begin the development of various Word document templates and a PowerPoint presentation template. The templates will be configured with all relevant settings to be pre-applied to all documents-page layout, styles, formatting, tabs, boilerplate text, for consistency, efficiency, and ease of use. Collateral materials will be set up properly for print and/or digital communications.

Deliverables:

- **Engagement Outreach Plan** with clear tactics and timelines, as well as stakeholder list.
- **Project Summary.** A one-pager that explains the goals, scope, and timeline of the project.
- Select platform and develop methodology for engagement tracking, including a dedicated email with ticket-tracking system.
- **Project templates**
 - **Word Templates.** Word templates will be used for internal and external communication throughout the life of the project. Templates will contain a cover, TOC, Documents Control page, Acronyms page, Divider pages, and Content pages:
 - Meeting/Minutes
 - Agenda
 - Fillable forms/Surveys
 - **PowerPoint Templates.** Various pre-built slide designs will be developed for ease of use. The template will contain the following types of slides:
 - Cover
 - Agenda
 - Divider slides
 - Content slides
 - Case Study
 - Charts, tables, iconography, and infographic usage
 - **Other Branded Templates.** Various project deliverable templates will be developed for use of communications during engagement methods, i.e., public and stakeholders' meetings/workshops, and virtual meetings.

- Factsheets/Newsletters
- Name Tags
- Sign-in sheets
- Comment cards
- Handouts/placemat
- Campaigns/Promotional Materials

1.8 Alternatives Analysis - the Shops segment

The CONSULTANT will develop one additional alternative design concept for the Shops section. The concepts will address the following elements: roadway design, concept drainage, functional concept (diagram of site uses/locations), access, circulation, connections and hardscape materials, lighting, open space, and landscape concepts. The alternative concept should retain the median, remove the parking lanes, and expand the sidewalks (where the parking lanes were at) along Shops segment of the project. The CONSULTANT will bring the design concepts to the CITY and the project stakeholders to identify the preferred alternative design.

1.8.1 Lifecycle Benefit-Cost Analysis (BCA)

Benefit-Cost Analysis (BCA) analysis will help demonstrate and assess the cost-effectiveness of the assessed alternatives for Las Olas Corridor. The BCA will evaluate the net present value (NPV) of expected benefits throughout the designated analysis period against project costs by generating a benefit-cost ratio (BCR). Specific activities to generate the inputs for the BCA include:

- Compile and review relevant information to the project including but not limited to GIS information of the road and building portfolio, Digital Elevation Model, and additional relevant information on the infrastructure assets that may be susceptible to damage during flood events.
- Coordinate with CITY and stakeholders to identify and obtain data to inform the lifecycle analysis and metrics to be assessed.
- Support the development of material for Community Public Workshops.
- Retrieve future extreme precipitation projections from authoritative sources such as the South Florida Water Management District (SFWMD).
- Coordinate with the hydrologically and hydraulically modeling teams to integrate future climate considerations in the modeling and design of the alternatives.
- Process flood hazard data and flood risk for the corridor. Exposure will be characterized by an intensity parameter and the flood duration time, which in the case of flooding events is usually represented by the spatial distribution of inundation depths at the project site. These models are produced for a set of return period events (i.e., 10-year, 50-year, 100-year), and for three-time horizons including: today's, 2050's and 2075's

climate conditions. These models will represent the existing infrastructure (“Before project implementation”) and the effects of each of the proposed alternatives.

- Identify and assign damage functions for the exposed infrastructure assets. The damage function associates the damage in terms of the percentage of the asset replacement value for a given level of hazard intensity (i.e., flood depth).
- Identify unit repair costs from flood events for road assets and estimate costs before and after mitigation.
- Conduct the risk assessment to quantify the direct and indirect losses for each of the representative probabilistic flooding scenarios produced. Each scenario assessed, and its losses will be associated with an Annual Exceedance Probability. The Average Annual Losses (AAL) will be estimated by quantifying the area under the loss exceedance curve.
- Develop the benefit-cost analysis for each of the proposed alternatives.
- Integrate the lifecycle and BCA results into a technical memo describing the methodology, assumptions, and conclusions from the analysis.

Inputs into the lifecycle BCA

- Average annual daily traffic for different transportation modes is available for the study area and projected growth rates.
- Inundation time values and raster files with spatial distribution of the flood depths at the study area for at least three return period events for the following combinations:
 - Years: Today, 2050, and 2075s.
 - Infrastructure characteristics: Existing conditions, Alternative 1, Alternative 2
- Travel times along the corridor by user and by mode for Existing conditions, Alternative 1, Alternative 2, and how these may be impacted with traffic growth through the analysis period.
- Maintenance costs triggered from flooding events and associated flooding thresholds.
- High-level quantities of green infrastructure areas as applicable.

1.8.2 Alternatives Visualization

The CONSULTANT will develop two (2) photo realistic "before and after" images for each of the three-segments, including alternative concept for the shops segment showing a proposed streetscape improvement concept. The photo simulation will be detailed and experiential in nature, providing the viewer with a realistic depiction of what the final built concept would look like from their perspective. The CONSULTANT will develop one immersive video of the preferred alternative identified.

1.8.3 Constructability Review

The CONSULTANT will assess the integration of underground utilities with the existing black olive trees, ensuring the feasibility of the preliminary design in accordance with the Las Olas Conceptual Design Vision Master Plan. The CONSULTANT will provide alternative solutions if the preliminary design impacts the underground utility work. The CONSULTANT will participate in the development and assessment of alternative designs, focusing on utility coordination and alignment with the overall project vision.

1.8.4 Engagement

1.8.4.1 Community Workshops

The CONSULTANT will coordinate with the City to schedule and lead up to four (4) Community Workshops. The purpose of these workshops is to present the Vision Plan and the alternatives and gain consensus on a selected path forward from the public. The locations of the workshops will be coordinated with the CITY. The CONSULTANT will present and facilitate the workshops and develop any necessary presentations. The CITY will be responsible for translation and ADA services if needed. The format for these workshops will be determined by the CONSULTANT and CITY staff. Community input will also be solicited from the public. The CONSULTANT will be responsible for:

- Determining public meeting dates;
- Researching and securing venues for public meetings;
- Providing content for workshop/public meeting flyers and electronic invitations;
- Supporting the promotion of workshops/public meetings, including, but not limited to, visiting local businesses to invite, remind, and confirm attendance to meetings in addition to promotion via City blogs, social media, and webpage;
- Preparing necessary documentation and equipment for the public meeting, i.e., agenda, name tags, sign-in sheets, comment cards, audio recorder, project packet for the public with other pertinent project information;
- Setting up, staging, and facilitating at public meetings and workshops;
- Taking meeting minutes during meetings and providing minutes to the team for review; and
- Preparing reports to include minutes, comments, and photos of the public meetings and workshops.

For the two set of workshops, the CONSULTANT will develop a list and mail postcards to each Directly Adjacent stakeholder. Furthermore, all identified stakeholders will directly be notified of the workshops.

Deliverables:

- Upto four (4) Community Workshops with an agenda, PowerPoint presentation, attendance record, and meeting minutes;
- Initial renderings to be shared at the Workshops; and

- Promotional material, including postcards, and other standard City communication channels to be coordinated with Strategic Communications.

1.8.4.2 Stakeholder Meetings

In addition to the Public Workshops, it will be essential to have small Stakeholder Input Meetings, where key stakeholders can provide their input. Key stakeholder groups may include the neighboring Homeowners Associations, Riverwalk, the Greater Fort Lauderdale Chamber of Commerce, the Downtown Development Authority, Las Olas Mobility Working Group, and The Las Olas Association. Ten (10) additional Stakeholder Input Meetings are anticipated.

The CONSULTANT team will provide bi-monthly project updates based on the project update template that can be shared with the key shareholders identified.

Deliverables:

- List of Stakeholder Input Meetings, including attendees, location, and dates; and
- A Summary Memorandum of stakeholder input from the meetings.

1.9 Commission Update

After all input is received, the CONSULTANT will present the results to the Commission to gain consensus on the preferred alternate and direction with the engineering analysis and design.

Deliverables:

Presentation with PowerPoint to the Commission.

2 Engineering Analysis and Design

2.1 Roadway Design

2.1.1 Civil Design Criteria Package

The CONSULTANT shall prepare a Design Criteria Report documenting the criteria applied to the design of the project. The criteria not met shall be properly explained and referred to on the report along with the proper recommended design exception.

The CONSULTANT shall submit to the City design notes, data, and calculations to document the design conclusions reached during the development of the contract plans. The design notes, data, and computations shall be recorded and/or digitized on size 8½"x11" sheets, fully titled, numbered, dated, indexed, and signed by the designer and the checker.

2.1.2 Pavement Design

The CONSULTANT shall provide an approved Pavement Design Package for the entire neighborhood. This effort includes estimation of Equivalent Single Axle Load (ESAL) value based on traffic data and review of pavement coring data through coordination with the geotechnical engineer.

2.1.3 Roadway Typical Sections

The CONSULTANT shall prepare the Typical Sections based on the corresponding design criteria. Coordination will be conducted with City for review and approval of Typical Sections.

2.1.4 Roadway plans

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements and scope of work.

The CONSULTANT shall establish a design that minimizes impacts to the private properties while meeting corresponding design criteria based on safety, operation, and resiliency. The CONSULTANT shall prepare Roadway plans, notes, and details at 30% and 60%, The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- Key Sheet with street names and page numbers
- Summary of Pay Items Including Quantity Input
- Typical Section Sheets

- General Notes/Pay Item Notes
- Summary of Quantities Sheets
- Project Layout
- Plan/Profile Sheet
- Profile Sheet
- Plan Sheet
- Special Details
- Cross Sections
- Summary of drainage structures table with GPS coordinates and street names
- Temporary Traffic Control Plans
- Temporary Traffic Control Details
- Project Control Sheets
- Utility Verification Sheets (SUE)
- Quality Assurance/Quality Control

2.1.5 Signing and Pavement marking Analysis and Plans

The CONSULTANT shall analyze, document and prepare a set of Signing and Pavement Marking Plans for the entire project limits from Andrews Ave to SE 17th Avenue in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Guide Sign Work Sheets, and Special Details. Including, Midblock crossings identified.

2.1.6 Signalization Design

The CONSULTANT will prepare the Signalization Design file to include all necessary design elements and all associated reference files, in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT will collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared with Current District Standards
- Interconnect Media
- Controller Timing Data

The CONSULTANT will prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The following intersections will be analyzed and designed:

- South Andrews Ave- Existing mast arm system
 - modifications to existing mast arms and pedestrian signals
 - Structural analysis of existing mast arms to determine if it can remain.
- SE 1st Avenue- Existing mast arm system
 - modifications to existing mast arms and pedestrian signals
 - Structural analysis of existing mast arms to determine if it can remain.
- SE 3rd Avenue – Existing strain pole system to be replaced
 - Design new mast arm system including pedestrian signals
- SE 6th Avenue – Existing mast arm system to remain. Recently installed.
- SE 8th Avenue – Existing mast arm system
 - modifications to existing mast arms and pedestrian signals
 - Structural analysis of existing mast arms to determine if it can remain.
- SE 9th Avenue – Existing mast arm system
 - modifications to existing mast arms and pedestrian signals
 - Structural analysis of existing mast arms to determine if it can remain.
- SE 15th Avenue -Existing span wire system to be replaced
 - Design new mast arm system including pedestrian signals

Structural design for new mast arms will be included in the Criteria Package. The CONSULTANT will analyze, develop, and coordinate with BCTED the Signal Operating Plan for each intersection. The CONSULTANT will determine signalization pay items and quantities and the supporting documentation.

Deliverables:

- Key Sheet & Signature Sheet,
- General Notes/Pay Item Notes,
- Signalization Plan Sheets,
- Traffic Monitoring Site,
- Guide Sign Data,
- Special Details,
- Service Point Details,
- Mast Arm/Monotube Tabulation Sheet

Assumptions:

Full replacement of the signals, structural and foundation design are not included.

2.1.7 Harmonization Design (between public sidewalk and private setback)

The CONSULTANT will develop a list of areas that require harmonization based on property ownership, and other factors. Harmonization design will be unique to each property to ensure constructability, aesthetics, drainage, and accessibility per ADA requirements. The CONSULTANT will identify areas that may require temporary or permanent easements, or

other mechanisms to implement and maintain the proposed design. Engagement will be tracked to ensure that impacted property owners and stakeholders are coordinated with and tracked.

Deliverables:

- List and map of identified Harmonization Areas with rationale for the division.
- Meet with individual impacted stakeholders and track meetings.

2.1.8 Demolition plans

The CONSULTANT will provide demolition plans as identified and necessary.

2.1.9 Temporary Traffic Control Detail Sheets

The CONSULTANT will develop Temporary Traffic Control Detail Sheets within the project limits. Temporary Traffic Control Typical will be developed at the three project segments: Downtown, the Shops and Colee Hammock neighborhood.

2.1.10 Roadway Opinion of Probable Construction Cost

The CONSULTANT will prepare an Order of Magnitude Cost Estimate based on the prepared conceptual design plans and a Basis of Estimate. The CONSULTANT will prepare updated cost estimates based on 60% design.

Deliverables:

- Opinion of Probable Costs (Class 4 Estimate)

2.1.11 Roadway Constructability Review

The CONSULTANT will review the proposed pavement design specifications considering the presence of underground utilities and reducing impact to the businesses and the community. The CONSULTANT will review roadway typical sections and detailed plans that incorporate the specifications for underground utility work. The CONSULTANT will review design traffic control plans that accommodate underground utility installation and maintenance.

2.2 Drainage Design

2.2.1 Drainage Design Criteria Package

The CONSULTANT will prepare a preliminary existing and proposed conditions stormwater model to address regulatory requirement for the site. The CONSULTANT will create a (pre and/or post condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include

any existing collection systems in a logical manner to aid in the development of the hydraulic model.

2.2.2 Drainage Design

The CONSULTANT will develop a “working drainage map”, determine runoff, inlet locations, and spread. The CONSULTANT will calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection. The CONSULTANT will compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- General Notes
- Existing Conditions
- Proposed Alignment Key Map
- Proposed Alignment Plans View
- Collection System
- Force Main System
- Miscellaneous Details
- Pump Station Location and Mechanical Drawings
- Injection well location
- Electrical Design Sheets for Pump Station
- Structural Design Sheets for Pump Station Components

The CONSULTANT will prepare and provide the CITY an Engineering Opinion of Probable Construction Cost based on 60% design documents. The CONSULTANT will develop the Index of Technical Specifications for each construction discipline necessary to construct the Project.

2.2.3 Drainage Opinion of Probable Construction Cost

The CONSULTANT will prepare an Order of Magnitude Cost Estimate based on the prepared conceptual design plans and a Basis of Estimate. The CONSULTANT will prepare updated cost estimates based on 30% and 60% design.

Deliverables:

- Opinion of Probable Costs (Class 4 Estimate)

2.2.4 Drainage Constructability Review

The CONSULTANT will review the drainage plans and calculations that factor in the impact of underground utilities and reducing impact to the businesses and the community. The CONSULTANT will review to ensure storm water pollution prevention plans account for the presence of underground utilities.

2.3 Landscape, Lighting, and Irrigation Design

The CONSULTANT will lead the landscape, green infrastructure, and urban design, including the following.

2.3.1 Data Analysis

The CONSULTANT will collect any available base information including base map survey data, tree survey, utility maps, technical and environmental reports of the site. The CONSULTANT will conduct a detailed analysis and photographic inventory of conditions and a review the tree survey and arborist report with the project limits. The CONSULTANT will review the physical/environmental characteristics.

- **Context:** The CONSULTANT will review the adjacent area within a 10-minute walk of Las Olas Boulevard.

Context (the site and surrounding area)	
Local area	<ul style="list-style-type: none"> • Location of the site (and land use) • Surroundings (e.g., urban, residential, industrial).
Site description	<ul style="list-style-type: none"> • Planning history • Adjacent land uses, and relevant planning proposals • Heritage conservation and listed buildings • Focal points • Landmarks • Vistas • Views to/from/over site • Microclimate (wind, sun orientation, exposure, shelter)
Services	<ul style="list-style-type: none"> • Public utilities (e.g., underground services, drainage systems, overhead power lines) • Public services available locally (e.g., schools, public transport, local facilities)

- **Identity:** The CONSULTANT will assess the identity of the Corridor and use the feedback from the community workshops.

Identity (local character)	
Surrounding buildings	<ul style="list-style-type: none"> • Building locations • Building uses • Entrances • Active frontages • Scale (height and massing) • Appearance

Use of the space	<ul style="list-style-type: none"> • Spaces between buildings (public and private) • Variation of use (day, night, seasonal) • Safety and security
Hard landscaping	<ul style="list-style-type: none"> • Street furniture • Paving Materials • Condition and maintenance • How people use it • Public art
Soft landscaping	<ul style="list-style-type: none"> • Landscape character and quality, and ecology • Natural conservation areas • Habitats • Tree preservation codes • Tree evaluations – of impacted areas based on survey • Arborist report

- **Connection:** The CONSULTANT will examine existing movement patterns in and around Las Olas Boulevard, consideration can be given to how connections can be strengthened and improved.

Connections and movement	
Vehicular movement	<ul style="list-style-type: none"> • Access, parking, and circulation • Bus and tram stop and routes, taxi stops, cycle routes • Areas of vehicular/pedestrian conflict • Traffic measures (e.g., speed humps, surfaces, crossing points, bollards)
Pedestrian access	<ul style="list-style-type: none"> • Where are people coming from and going to? • Desired circulation lines • ADA access • Barriers to easy access
Curb Management	<ul style="list-style-type: none"> • Rideshare pick up and drop offs • Delivery • Parking

- **Survey, Geotech, and sub-surface utility exploration (SUE):** The CONSULTANT will use surveys, including LIDAR survey data, to generate 3D maps showing the relationship of Las Olas Blvd. with adjacent neighborhoods, topography, and hydraulic flow and accumulation around and through the Project site. Surveys will be coordinated with an Arborist report, and our team will review and verify the reports and ensure consistency across the site documentation.
- The CONSULTANT will review and analyze the geotechnical reports to assess possibilities for green or blue infrastructure strategies along Las Olas Blvd. We will also assess soil composition to make tree and plant recommendations most suited to the

existing soils. Groundwater depths will be mapped and represented in cross-sections to provide design recommendations for green infrastructure for high water tables.

- The CONSULTANT will review the SUE drawings to ensure coordination with at-grade amenities such as streetlights, benches, shelters, etc. We will also review the SUE to determine constraints or challenges to green infrastructure.
- The CONSULTANT will work closely with the Engineering team to identify climate risks such as heat, flooding, and biodiversity loss. Our team will identify appropriate strategies for mitigating these risks as part of the street design approach.
- The CONSULTANT will review the Traffic and Signalization Analysis to ensure coordination with strategies for slowing traffic or plantings for green infrastructure and street beautification.
- The CONSULTANT will develop a Parking Impact Study to determine opportunities for removing parking to accommodate more green infrastructure and landscaping within existing parking zones. We will also assess whether additional parking is required and provide recommendations for adding parking or flexible/temporary parking within the Project Area.
- The CONSULTANT will engage with the community at workshops and integrate the outcomes of community engagement sessions to best align design proposals with community needs and wishes.
- The CONSULTANT will participate in interagency meetings to assist and support the Engineering team and provide supporting materials.

2.3.2 Landscape Design Criteria Package

2.3.2.1 Prepare Draft Design Criteria

Based on the review and evaluation of the alternatives, design criteria will be prepared that addresses hard and soft landscape architectural elements. This document will include graphic illustrations of the design and its components, accompanied by a narrative description. Submittals will be made at 15% Design and 30% design. A preliminary/order of magnitude cost estimate will be included in this phase.

2.3.2.2 Draft Design Criteria Submittal

Submittal of preliminary design criteria for review and comment. The 15% plans, narrative and order of magnitude cost, will be submitted to the CITY for review and comment.

2.3.2.3 Comments and Resolution

Incorporating the CITY and stakeholder comments Plans Design Criteria, the CONSULTANT will continue to develop the plans and narratives into 30%, 60% design criteria.

2.3.2.4 Final Design Criteria Submittal

The Final Design Criteria will be submitted, and it will include: 60% development of plans, supported by necessary details and sketches if needed, a complete narrative describing intent, quality, and performance for the elements of the design, an order of magnitude cost estimate for all the proposed landscape architectural improvements.

2.3.3 Landscape Design

The CONSULTANT will design the landscape, lighting and irrigation system for Las Olas Boulevard which includes the three (3) segments: Downtown, The Shops and Colee Hammock. The CONSULTANT will support and collaborate internally on preliminary Pavement Design, the Drainage design, Stormwater pollution prevention, and green infrastructure and sustainable stormwater management solutions. The CONSULTANT focus effort on creating places that attract people and that people want to be at; consider effect of heat island effect and consider tree selection as part of it, including selection of materials consider plant species that thrive in this environment.

2.3.3.1 30% Design Documents

The CONSULTANT will prepare 30% design landscape plans for Owner review and interdisciplinary coordination, including landscape, green infrastructure, and urban design elements. Local will work closely with the civil and drainage engineering teams to identify opportunities for integrated green infrastructure solutions aligned with the community's programming and aesthetic needs. The 30% design plans will include locations for urban forest trees and plants, areas for porous paving, opportunities for woonerf and other traffic calming devices, and material selections for site furnishings. The CONSULTANT will review the LIDAR survey data to identify priority areas for integrated green infrastructure solutions. The CONSULTANT will work closely with the lighting designers to ensure a coordinated concept.

2.3.3.2 60% Design Documents

The CONSULTANT will prepare 60% of design plans for Owner review and interdisciplinary coordination, including general notes and specifications for landscape planting, porous and non-porous paving systems, subgrade materials such as structural soil, and high permeability soils, and site furnishings. This scope will also include coordination with the design team to identify measures to avoid/minimize conflicts with proposed site utilities, site lighting, sub-grade infrastructure, and other potential constraints.

Deliverables:

Landscape plan include:

- Landscape Plan
- Site Materials / Paving (hardscape) Plan
- Site Furnishings Plan
- Site Planting Plan
- Site Green infrastructure plan (coordinated with civil plans)

- Site Sections and Elevations
- Rendered views and perspectives (up to three) for each segment.
- Detail and specifications for Living Streets approach.
- Opinion of Probable Cost

2.3.4 Irrigation Design

The CONSULTANT will design the irrigation plan at 60% documents in compliance with section 47-21.10 of the City of Fort Lauderdale's unified land development code. The CONSULTANT will visit the project site to confirm field conditions, locate and inspect pumps, current irrigation point of connection, existing meters and backflow prevention devices. The CONSULTANT will prepare 60% irrigation plans, including water source point of connection, mainline, distribution, controller locations, irrigation zones preliminary details and specifications. The CONSULTANT will prepare a water demand calculation for the operation of the project.

Deliverables:

- Irrigation Plan (60% plan)

2.3.5 Lighting Design

2.3.5.1 30% Design Documents

The CONSULTANT will prepare 30% design plans for the purpose of Owner review, and interdisciplinary coordination, including pedestrian and roadway light locations & photometric results. The CONSULTANT will photometrically model in AGi32 a maximum of 3 streetscape roadway and pedestrian lighting alternatives for consideration at the Shops Section and Downtown Section; and a single roadway and pedestrian lighting model for Colee Hammock. Landscape and aesthetic lighting shall not be modeled in AGi32.

2.3.5.2 60% Design Documents

The CONSULTANT will perform field investigation to confirm existing site conditions, locate & inspect light fixtures, layout, service points, pull boxes, and load centers; review site for visible utility conflicts (e.g., overhead powerlines, underground utilities, etc.) hardscape conflicts (e.g., Trees, Deterrents, etc.), and areas of limited ADA clearance around light poles.

The CONSULTANT will review existing electrical service points & load centers. The CONSULTANT will propose new service point & load center locations, as required, to energize the lighting system. The CONSULTANT will develop a SKM model to perform power system analysis for the selection of protective devices and wire sizes; perform Voltage Drop, Short Circuit & Arc Flash calculations. (SKM Analysis of up to 3 existing and 3 proposed load centers / service points)

The CONSULTANT will prepare a light pole data table, and a schedule of light fixtures including mounting heights. The CONSULTANT will photometrically model in AGi32 the project corridor

and proposed pedestrian and roadway lighting system. Landscape and Aesthetic lighting shall not be modeled.

The CONSULTANT will prepare 60% design plans for the purpose of Owner review, and interdisciplinary coordination, including general notes and specifications, lighting photometrics, light fixture locations, site electrical, and details. This scope will also include coordination with the design team to identify measures to avoid/minimize conflicts with lighting/electrical in association with proposed infrastructure improvements.

Assumptions:

- Electrical permitting, 90%, 100%, and final documentation services are not included in this scope but may be provided as an additional service to this contract if needed.
- This scope includes the photometric evaluation of up to 3 different light fixture options, additional fixture evaluations may be provided as an additional service to this contract if needed.
- Electrical analysis of up to 3 existing and 3 proposed service points / load centers, additional electrical analysis may be provided as an additional service to this contract, if required.
- Bidding assistance, construction management, and construction administration services are not included in this proposal. Such services can be provided via an additional service or via a separate agreement.
- Lighting and electrical design shall be limited to the public right of way.
- Landscape and Aesthetic lighting shall not be modeled. Quantities and fixture locations shall be provided.

Items to be Provided by CITY:

- Survey of existing light fixtures, load centers, service points, underground conduit, lighting conductors, and pull boxes in proposed project limits (on both PDF and CAD formats).
- Existing and as-built documentation (including but not limited to plans, circuitry & schematics) related to lighting and electrical in proposed project limits (on both PDF and CAD formats).
- Access to the project during day and nighttime hours for the purpose of lighting analysis & design related site visits. The location of and access to locked or inaccessible electrical equipment (Cabinets, Pull Boxes, Enclosures, etc.)
- Preferred lighting fixtures, poles, details, illumination levels, voltages, details, and materials if they have a preference.
- Owner shall provide all required fees.

Deliverables:

- Lighting Plan 30%, 60%
- Lighting Opinion of Probable Cost

2.3.5.3 Constructability Review

The CONSULTANT will collaborate in landscape and irrigation planning to ensure compatibility with underground utility layouts. The CONSULTANT will provide input on lighting and hardscape plans to accommodate underground utility access and maintenance.

2.3.6 Pedestrian Wayfinding Design

The CONSULTANT will design the Las Olas signage and wayfinding to meet client-provided branding and/or district design guidelines. Any relevant branding information will be provided at the start of the preliminary design phase.

2.3.6.1 Wayfinding Design Documents

The wayfinding team will use the approved alternative and the summary design criteria package to develop the messaging for each sign, design any maps or other required art (print or digital), and provide a preliminary bid package including dimensioned and annotated drawings for each sign type.

Wayfinding Messaging Plan – The messaging plan will be keyed to the location plan identified in the previous task and will identify the specific messaging proposed for each wayfinding sign. The messaging plan will include destinations, directions of arrows, icons, maps, business directories, etc.

Signage Design Package – The preliminary bid package will include:

- Typical designs for each sign in the wayfinding and signage family
- Proposed dimensions, proposed colors, and proposed materials/details
- Artwork for maps, logos, and other printed elements (in Adobe Illustrator format)
- If digital signage is recommended, contact information for preferred digital signage vendors will be provided

The preliminary bid package will not include:

- Specifications or other specifics related to signage production or construction
- Signage structural engineering, sub-surface information or utility tie-in information
- Documentation suitable for signage construction without additional review and refinement by a qualified signage fabricator and/or structural engineer

Deliverables:

- Wayfinding Messaging Plan
- Signs Package (PDF)

2.3.6.2 Wayfinding Constructability Review

The CONSULTANT will review the location of signage installation to ensure that underground utility work complies with all regulations.

2.3.6.3 Wayfinding Opinion of Probable Construction Cost

The CONSULTANT will prepare an Order of Magnitude Cost Estimate based on the prepared conceptual design plans and a Basis of Estimate. The CONSULTANT will prepare updated cost estimates based on preliminary bid design.

Deliverables:

- Opinion of Probable Costs (Class 4 Estimate)

2.4 Utilities Coordination

The CONSULTANT will provide utility coordination services to include the following activities:

- Identify Utility Agency Owners (UAO)
- Utility Contacts (15%, 30% and 60% plans submittals)
- Individual/Field Meeting
- Collect, review and process plans, as-builts, record drawings from UAOs
- Develop utility conflict matrix
- Utility Design Meeting
- Collect review and process final marked plans, Utility Work Schedules, and Agreements
- Utility Coordination follow up
- Utility Constructability Review
- Utility Certification

The CONSULTANT shall identify the utilities within and adjacent to the project limits that may be impacted by the project.

2.4.1 Utility Contacts

The CONSULTANT will identify Existing Utility Agency Owner(s) (UAO) and prepare a list of the utility owners within and adjacent to the project limits. The CONSULTANT will send letters accompanied with preliminary Design Criteria Package (DCP) plans to each utility for meeting coordination. Request type, size, location, and easements information. Request the voltage level for power lines in the project area. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. Send UAO requests for reimbursement to CITY for a legal opinion, as necessary.

2.4.2 Preliminary Utility Meeting

Schedule (time and place), notify participants, and conduct a preliminary utility meeting with the UAO(s) having facilities located within the project limits for the purpose of presenting the project, evaluate the utility information collected, provide follow-up information on compensable property rights from the CITY's Legal Office, discuss the utility work by highway

contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities.

2.4.3 Individual/Field Meetings

When necessary, the CONSULTANT will meet with each UAO as necessary, separately or together, throughout the project. The CONSULTANT will make the effort necessary to obtain the necessary documents after each Utility Contact or Meeting from the UAO.

2.4.4 Collect and Review Utility Plans and Data from UAO(s)

Review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material, and size) is sent to the designer for inclusion in the DCP. Forward the requests for utility reimbursement and supporting documentation to the District Utility Owner (DUO).

2.4.5 Utility Meeting for Design Criteria Package (DCP)

Schedule (time and place), notify participants, and conduct a Utility meeting with the affected UAO(s). The intent of this meeting shall be to assist the UAOs in identifying relocation of existing utilities and resolving future conflicts between utilities and DCP plans.

2.4.6 Utility Narrative for Design Criteria Package (DCP)

Prepare a utility narrative to be included in the DCP Manual. This narrative shall include the preliminary findings including known possible conflicts, available as-builts, list of UOA(s) and describe preliminary utility relocation.

2.4.7 Utilities Hardening Design (FPL and other utilities)

The CONSULTANT will provide the design of utilities hardening to include the coordination with the utility agencies, the CITY departments.

2.5 Commission Presentation

At the appropriate point during the Engineering Design development, the CONSULTANT will the Commission through a presentation.

Deliverables:

- Presentation with PowerPoint to the Commission.

3 Preliminary Permitting

The CONSULTANT will prepare the Permitting Packages once the 60% submittal has been reviewed and approved by the CITY. The CONSULTANT will coordinate permitting efforts and will identify all applicable permits and approvals. Pre-application meetings will take place during the 30% or 60% Design Phase. WSP will provide meeting minutes listing the permit requirements and limiting conditions for all pre-application meetings. WSP will submit the Permit Packages and respond to any RFIs from the agencies.

Agencies identified for this project include are limited to:

- City of Ft Lauderdale – Engineering Permit
- City of Ft Lauderdale – Building Permit
- Broward County – Surface Water Management
- South Florida Water Management District (SFWMD) – Environmental Resource License
- Florida Department of Environmental Protection (FDEP) – Discharge Permit
- Florida Department of Transportation (FDOT)
- Broward County Public Works Department (BCPWD)

Deliverables (2-sets of comments):

For each of the above identified permits, the following activities are anticipated and included in this scope.

- Pre-application meeting and up to two (2) follow-up meetings as needed.
- Preparation of application and supporting documentation
- Permit Package Submittal and processing
- Responses to Request for Additional Information from Agencies.
- Tracking Sheet with indication of dates of submittal of each application and comments from the corresponding agency.
- An additional set of 60% designs set to address agency comments.

Assumptions:

Permit application signatures and permit application fees will be paid by the CITY.

3.1 Interagency Coordination

As part of the design development, regulatory and other agencies will need to be coordinated with. This includes but is not limited to the agencies already noted. Eight (8) interagency coordination meetings are anticipated. This is separate from pre-application meetings associated with permitting.

Deliverables:

- Summary notes, including attendees and outcomes of the meetings.

3.2 Environmental Site Assessment

WSP developed a preliminary environmental evaluation based on Las Olas Corridor Design Consultant Services Proposal for the City of Ft. Lauderdale dated March 1, 2023. Based on project construction scope changes and or the identification of additional contaminated sites within the project boundaries not covered by the contingency section of this proposal, an updated proposal for sample collection, laboratory analysis and report preparation will be required as an addendum to this proposal. A cursory review of environmental databases identified six documented environmental sites within the project boundaries. This preliminary data was used to generate the Environmental Corridor Assessment Cost Estimate. This proposal does not cover the cost for evaluating, sample collection and analysis of PFAS contamination.

3.2.1. Environmental File Review

An environmental file review will be conducted to identify the documented contaminated sites within the project boundaries that have the potential to adversely impact the construction efforts of the proposed Las Olas corridor modifications.

3.2.2. Environmental Site Assessment

Site reconnaissance of all identified contaminated sites within the project boundaries to identify the presence of existing monitoring wells, existing environmental control structures, and to evaluate potential locations for the installation of new soil borings and new monitoring wells as needed.

- Develop site map with proposed well locations based on the site findings and observations. Identify potential sample locations at the proposed construction right-of-way (ROW) areas and obtain ROW permits as required.
- Preparation of a Project-Specific Health & Safety plan in accordance with the requirements of the Occupational Safety and Health Administration.
- The proposed soil borings and temporary monitoring well locations at selected areas in four selected areas in the ROW will be installed using a Geoprobe® or similar device to a maximum depth of approximately 15 feet below surface. The lithology of the soil samples will be classified and observations/indications of staining and or odor will be noted if possible. Soil samples will be collected in two-foot intervals to the water table and screened with a Photo Ionization Detector (PID). The interval with the highest PID reading or any other interval exhibiting visual staining will be selected for analysis. If all intervals are less than 10 parts per million (ppm) and there is no visual staining, then the two-foot interval that is closest to the water table will be selected for analysis. One soil sample from each boring will be selected for laboratory analysis. An estimated three soil borings and three temporary monitoring wells at each site are included in the estimate. One soil sample from each boring will be submitted for analysis.

- The wells will be installed using 10 feet of 1.0-inch diameter pre-packed well screen and approximately 5 feet of solid riser and completed with two feet of riser enclosed in a metal casing for protection. The “down hole” equipment will be decontaminated between each boring location. The drill cuttings and development water will be spread on the ground.
- Groundwater sampling will be performed in accordance with the Florida Department of Environmental Protection’s policy regarding Standard Operating Procedures for field activities for Groundwater Sampling.
- Groundwater samples will be analyzed for VOCs (VOA+VOH) using EPA Test Method 8260, PAHs using EPA Test Method 8270, and TRPH using FL-PRO method, 8 RCRA Metals by EPA Method 6010 or equivalent, aluminum, iron by EPA Method 6010 or equivalent, Ammonia by EPA Method 350.1, and Total Dissolved Solids (TDS) by EPA Method 2540C. (Note: PFAS sample analysis is not included in this task). The scope includes a total 12 water samples for laboratory analysis.
- Upon completion of the authorized scope of services, WSP will prepare a Site Assessment Report for submittal to City of Fort Lauderdale for review. The report will include laboratory analytical results, site map with sample and well locations, conclusions, and recommendations.

Assumptions

- Uninterrupted access to the site shall be provided.
- The site must be accessible for a truck-mounted or track-mounted Direct Push drill rig.
- The location and installation of the new or replacement wells, if needed, will be approved by others.
- The standard laboratory turnaround time is 10-14 business days. Faster turn-around time for laboratory analysis can be provided at an additional cost if requested.
- The investigative derived waste generated from well installation and sampling will be spread on the ground at the site and location that it is collected.
- BCEPGMD report submittal and permit fees to review the reports if required are not included in the estimate.
- The assessment report will be submitted to BCEPGMD by others if required.
- The scope of work is based on our understanding of the project needs. If any changes to the proposed scope of work is required, please contact us for an updated cost proposal.
- This proposal does not cover the cost for evaluating, sample collection and analysis of PFAS contamination. If PFAS contamination is encountered within the project site, an additional proposal for the environmental evaluation of PFAS contamination will be developed.

4 Project Management

4.1 Document Control

This task consists of providing the necessary level of effort to maintain an up-to-date record of the files developed. This task includes development of the process used to maintain documents that control the work effort. This task also includes efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements, document control related to this work order, monthly schedule updates, project close-out, and monthly status report.

4.2 Meetings and Coordination

The purpose of this task is to provide on-going project management associated with this Proposal. The Consultant will attend project coordination meetings with CITY to report progress, with team members, and internal/external stakeholders to track progress and for general coordination purposes. Progress reports shall be delivered to the CITY in a format as prescribed when submitting the corresponding invoices.

4.3 Quality Assurance / Quality Control

The Consultant shall be responsible for ensuring that the work products conform to appropriate CITY's standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

5 Optional Consultant Services

The CONSULTANT will provide additional services as requested by the CITY to including survey, geotechnical and the necessary Maintenance of Traffic (MOT), sub-surface utility, traffic analysis and engineering, and additional engineering capacity, quality analysis and recommended design – roadway, drainage, landscape, lighting, wayfinding, utilities. Additional optional services include:

5.1 CEI Services

The CONSULTANT will assist the CITY with the following tasks to include, but is not limited to, project management, contract administration, material sampling and testing, inspection, compliance verification and other services deemed necessary by the CITY to ensure that individual projects are constructed in accordance with plans and specification, and applicable requirements from any agency having an interest or jurisdiction over the project. Grant Identification, Grant Application Writing and Administration

The CONSULTANT will assist the CITY with identifying and applying for most appropriate grant opportunities.

5.2 Bid Assistance

The CONSULTANT will assist the CITY with the following tasks to include but is not limited to the following. The CONSULTANT will assist with developing the selection criteria packages in preparation for the procurement process. The CONSULTANT will support the CITY during advertising, bidding and award process and perform the following tasks:

- a. Review and respond to written technical questions (RFI)
- b. Review of Technical Proposals and prepare a summary of findings.
- c. Attend one pre-bid meeting and one meeting with CITY to discuss proposal findings.

5.3 Grant Funding

Research:

The CONSULTANT will conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies, and organizations that support the CITY's funding needs and priorities (emphasizing grants which require no "matching" funds) including, but not limited to:

- Transportation
- Infrastructure (water, utility, energy)
- Public Safety (Police, Fire, Emergency Management)

- Technology
- Parks & Recreation
- Resiliency & Sustainability

The CONSULTANT will provide a written list of prospective sources; advise on alignment of each funding opportunity with CITY's needs/priorities; and advise on which funding sources to approach and how. The CONSULTANT will interpret funding guidelines and advise the CITY on compliance, reporting, or other applicable requirements that would apply.

Grant Writing:

The CONSULTANT will assist with grant application development and writing including obtaining information, preparation of letters of intent or pre-applications and/or preparation of grant application packages. Manage and track the completion of all information and data gathering, writing, revisions, editing and pre-submission tasks to ensure timely submission.

Grant Monitoring and Compliance:

The CONSULTANT will:

- a. Monitor the City's compliance with general and specific grant requirements contained in Federal, State, and other grants awarded to the CITY.
- b. Interpret regulations and policies for the departments.
- c. Assist in developing grant checklist.
- d. Coordinate and review fiscal and performance activities regarding grant compliance.
- e. Prepare documentation for thorough and comprehensive compliance reports as required for various grants.
- f. Record keeping meeting various grant requirements.
- g. Assist in development and tracking of grant evaluation/performance measures.
- h. Assist in processing amendments to grant agreements.
- i. Provide oversight of grant closeout and preparation of final reports.

5.4 Environmental Assessment: Soil sampling, Monitoring well installation and groundwater sampling.

Using the results of the preliminary permitting, if the existing wells cannot be located or are damaged, the CONSULTANT will:

- a. Use the previously obtained site reconnaissance data to identify the locations of the proposed wells and evaluate the logistics of drill rig access at the on-going construction project.
- b. If the existing wells are not found or are found damaged during the initial site recon, Client will decide on the replacement of the wells. The CONSULTANT will mark out the boring locations with spray paint or wooden stakes. The final location of proposed

wells will be approved by others. The replacement well locations will be marked in the vicinity of the existing wells.

- c. The CONSULTANT will mark out the proposed drilling locations and call for underground utility clearance using Sunshine State One Call center. It is understood that a Private Utility Locator is not required to clear the utilities at the proposed replacement well locations.
- d. The number and depth of new or replacement shallow permanent groundwater monitoring wells at each site will be determined based on the history and type of contamination at each specific site as it relates to the proposed work scope.
- e. The wells will be installed using a Geoprobe® or similar device at the proposed locations to a maximum depth of approximately 15 feet below surface. The wells will be installed using 10 feet of 1.0-inch diameter pre-packed well screen and approximately 5 feet of solid riser and completed with two feet of riser enclosed in a metal casing for protection. The "down hole" equipment will be decontaminated between each boring location. The drill cuttings and development water will be spread on the ground.

Assumptions:

1. Uninterrupted access to the site shall be provided.
2. The site must be accessible for a truck mounted or track mounted Direct Push drill rig.
3. The location and installation of the new or replacement wells, if needed, will be approved by others.
4. The standard laboratory turnaround time is 10-14 business days. Faster turn-around time for laboratory analysis can be provided at an additional cost if requested.
5. The investigative derived waste generated from well installation and sampling will be spread on the ground at the site and location that it is collected.
6. BCEPGMD permit fees to review the reports if required are not included in the estimate.
7. The assessment report will be submitted to BCEPGMD by others.
8. The scope of work is based on our understanding of the project needs. If any changes to the proposed scope of work is required, please contact us for an updated cost proposal.
9. The environmental evaluation of PFAS contamination if necessary.

5.5 Sidewalk Construction and Staging Plan (private setback and public sidewalk)

The CONSULTANT will develop individualized construction and post-construction Staging Plans tailored to the specific needs of each business or property owner will be developed. The CONSULTANT will ensure minimal disruption to daily operations while enhancing overall functionality and aesthetic appeal. It will be essential to immediately meet with property owners with projects in development with those furthest along first so that a newly completed development is not interrupted or needs modification due to streetscape improvements.

At the appropriate point early in the detailed design phase, the CONSULTANT will host two open houses where property and business owners can meet with the CONSULTANT to discuss

concerns during construction and post-construction to ensure all needs are met. Follow-up must be done with individual business owners who do not attend.

5.6 Engagement and Outreach

The CONSULTANT will lead additional engagement, including community and stakeholder engagement, including meetings, workshops, and open houses as necessary. Also, the CONSULTANT will provide mail postcards to each Directly Adjacent stakeholder, project flyers, and other social media outreach as requested by the CITY.

6 Project Timeline

The estimated timeline for the tasks described is **21 months from NTP**, with month 22 used to provide the final update to the city commission.

The schedule anticipates completing the preferred alternative by month 10 and the commission approving it by month 12. Engineering design will begin in month 13 and extend to month 21. The project timeline may be impacted by additional scope and any changes in community and stakeholder engagement within the first 10 months.

	Community Workshops									*	Commission Update											
										30% Design						60% Design						
<i>Months from NTP</i>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
SCHEDULE							#1			#2		*	30% design			60% design						*

7 Project Fee

The CONSULTANT estimates a cost of **\$3,499,586.36** to provide the services described.

1.0	Preliminary Design	\$	1,340,268.66
1.1	Survey	\$	114,828.36
1.2	Geotechnical Exploration	\$	172,345.08
1.3	Subsurface Utility Exploration (SUE)	\$	133,917.70
1.4	Traffic Analysis	\$	52,398.75
1.5	Arborist Report	\$	9,111.57
1.6	Feasibility of Preliminary Design	\$	308,128.26
1.7	Engagement and Outreach	\$	264,242.08
1.8	Alternatives Analysis	\$	278,015.24
1.9	Commission Update	\$	7,281.62
2.0	Engineering Analysis and Design	\$	1,705,972.46
2.1	Roadway Design & Design Criteria Package	\$	919,179.72
2.2	Drainage Design & Design Criteria Package	\$	277,159.75

2.3	Landscape, Lighting, Irrigation Design, and Wayfinding	\$	440,050.07
2.4	Utility Design	\$	63,233.36
2.5	Commission Presentation	\$	6,349.56
3.0	Preliminary Permitting (as required)	\$	158,262.88
3.1	Environmental site assessment	\$	80,418.54
3.2	Drainage	\$	47,669.70
3.3	FDOT Coordination	\$	25,631.00
3.4	Signalization	\$	4,543.64
4.0	Project Management and Coordination	\$	295,082.36
4.1	Internal Coordination & Meetings	\$	152,413.24
4.2	City & Stakeholder Meetings	\$	67,023.10
4.3	Project Management, Invoicing	\$	75,646.02
Total		\$	3,499,586.36

7.1 Fee Distribution to the SBE/DBE/MBE sub-consultant firms

16% of the total fees are allocated to the team's SBE/DBE/MBE sub-consultants.

Firm	Total Fee Estimate (Labor and expenses)	Percent by Firm
WSP	\$ 2,362,115.46	67%
HADONNE CORP (SBE/DBE/MBE)	\$ 136,123.72	4%
CHEN MOORE	\$ 75,369.45	2%
MARLIN ENGINEERING	\$ 491,733.91	14%
LOCAL OFFICE LANDSCAPE AND URBAN DESIGN (SBE/DBE/MBE)	\$ 288,473.95	8%
BRIZAGA (SBE/DBE/MBE)	\$ 75,819.87	2%
MAKEWAY (SBE/DBE/MBE)	\$ 69,950.00	2%
Total	\$ 3,499,586.36	

8 Hourly Rates

The hourly rates for 2024-2026 with payment over check or wire transfer are noted below. If the City prefers to pay with a credit card, the associated fee charged by the credit card company will be invoiced.

WSP USA INC	Hourly rates for 2024-26 with payment via check or wire transfer.
Principal in Charge	\$ 271.84
Senior Project Manager	\$ 262.14
Project Manager	\$ 237.86
Traffic Engineer	\$ 184.47
Project Administrator	\$ 106.80
Project Accountant	\$ 126.21
Principal Engineer	\$ 281.55
Senior Engineer	\$ 242.72
Junior Engineer	\$ 184.47
Geotechnical Engineer II	\$ 116.50
Geotechnical Engineer I	\$ 97.09
Senior Engineering Technician	\$ 92.23
Engineering Technician	\$ 67.96
Project Engineer	\$ 126.21
Senior Environmental Specialist	\$ 160.19
Geologist	\$ 194.17
Environmental Specialist	\$ 106.80
Lead Landscape Designer	\$ 233.01
Lead Graphic Designer	\$ 194.17
Graphic Designer II	\$ 155.34
Graphic Designer I	\$ 131.07
Senior Economist	\$ 300.97
Lead Climate Risk	\$ 330.10
Lead Climate Scientist	\$ 208.74
Senior Climate Risk Specialist	\$ 174.76
Climate Risk Specialist	\$ 131.07
Climate Hazard Modeler II	\$ 223.92
Resilience Specialist	\$ 237.95

HADONNE CORP (SBE/DBE/MBE)	Hourly rates for 2024-26 with payment via check or wire transfer.
Survey Technician	\$ 101.94
CADD Technician	\$ 87.38
Professional Surveyor	\$ 145.63
Utility Coordinator	\$ 160.19
Administrator	\$ 82.52

CHEN MOORE	Hourly rates for 2024-26 with payment via check or wire transfer.
Senior Landscape/Irrigation Architect	\$ 184.47
Irrigation Designer	\$ 101.94
Irrigation and Tree Disposition Plans CADD Support	\$ 101.94
Senior Lighting Engineer	\$ 199.03
Lighting Engineer	\$ 135.92
Lighting Designer	\$ 86.41
Senior Arborist	\$ 145.63
Project Coordinator	\$ 213.59

MARLIN ENGINEERING	Hourly rates for 2024-26 with payment via check or wire transfer.
Principal Engineer	\$ 271.84
Senior Engineer	\$ 169.90
Engineer III	\$ 155.34
Engineer II	\$ 140.78
Engineer I	\$ 131.07
Engineer I	\$ 131.07
Senior Designer	\$ 121.36
Designer	\$ 101.94

LOCAL OFFICE LANDSCAPE AND URBAN DESIGN (SBE/DBE/MBE)	Hourly rates for 2024-26 with payment via check or wire transfer.
Senior Landscape Architect	\$ 172.82
Landscape Architect Manager	\$ 160.19
Junior Landscape Architect	\$ 150.49
Senior Landscape Designer	\$ 95.15
Landscape Designer	\$ 78.64

BRIZAGA (SBE/DBE/MBE)	Hourly rates for 2024-26 with payment via check or wire transfer.
Principal Engineer	\$ 174.76
Lead Project Manager	\$ 174.76
Project Manager	\$ 131.07
Outreach Coordinator	\$ 116.50
Graphic Designer	\$ 58.25
Senior Outreach Associate	\$ 77.67
Outreach Associate	\$ 63.11

MAKEWAY (SBE/DBE/MBE)	Hourly rates for 2024-26 with payment via check or wire transfer.
Lead Construction Specialist (Contractor)	\$ 169.90
Engineer (Contractor)	\$ 116.50

LAS OLAS BOULEVARD DESIGN	4/24/2024
WSP USA INC	Hourly rates for 2024-26 with payment via check or wire transfer.
Principal in Charge	\$ 271.84
Senior Project Manager	\$ 262.14
Project Manager	\$ 237.86
Traffic Engineer	\$ 184.47
Project Administrator	\$ 106.80
Project Accountant	\$ 126.21
Principal Engineer	\$ 281.55
Senior Engineer	\$ 242.72
Junior Engineer	\$ 184.47
Geotechnical Engineer II	\$ 116.50
Geotechnical Engineer I	\$ 97.09
Senior Engineering Technician	\$ 92.23
Engineering Technician	\$ 67.96
Project Engineer	\$ 126.21
Senior Environmental Specialist	\$ 160.19
Geologist	\$ 194.17
Environmental Specialist	\$ 106.80
Lead Landscape Designer	\$ 233.01
Lead Graphic Designer	\$ 194.17
Graphic Designer II	\$ 155.34
Graphic Designer I	\$ 131.07
Senior Economist	\$ 300.97
Lead Climate Risk	\$ 330.10
Lead Climate Scientist	\$ 208.74
Senior Climate Risk Specialist	\$ 174.76
Climate Risk Specialist	\$ 131.07
Climate Hazard Modeler II	\$ 223.92
Resilience Specialist	\$ 237.95
HADONNE CORP (SBE/DBE/MBE)	Hourly rates for 2024-26 with payment via check or wire transfer.
Survey Technician	\$ 101.94
CADD Technician	\$ 87.38
Professional Surveyor	\$ 145.63
Utility Coordinator	\$ 160.19
Administrator	\$ 82.52

CHEN MOORE	Hourly rates for 2024-26 with payment via check or wire transfer.
Senior Landscape/Irrigation Architect	\$ 184.47
Irrigation Designer	\$ 101.94
Irrigation and Tree Disposition Plans CADD	\$ 101.94
Senior Lighting Engineer	\$ 199.03
Lighting Engineer	\$ 135.92
Lighting Designer	\$ 86.41
Senior Arborist	\$ 145.63
Project Coordinator	\$ 213.59
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Senior Engineer	\$ 169.90
Engineer III	\$ 155.34
Engineer II	\$ 140.78
Engineer I	\$ 131.07
Engineer I	\$ 131.07
Senior Designer	\$ 121.36
Designer	\$ 101.94
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Junior Landscape Architect	\$ 150.49
Senior Landscape Designer	\$ 95.15
Landscape Designer	\$ 78.64
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Principal Engineer	\$ 174.76
Lead Project Manager	\$ 174.76
Project Manager	\$ 131.07
Outreach Coordinator	\$ 116.50
Graphic Designer	\$ 58.25
Senior Outreach Associate	\$ 77.67
Outreach Associate	\$ 63.11
MAKEWAY (SBE/DBE/MBE)	Hourly rates for 2024-26 with payment via check or wire transfer.
Lead Construction Specialist (Contractor)	\$ 169.90
Engineer (Contractor)	\$ 116.50

Fee Summary

Firm	Labor Estimate	Expense Estimate	Total Fee Estimate	Percent by Firm
WSP	\$ 2,244,360.46	\$ 117,755.00	\$ 2,362,115.46	67%
HADONNE CORP (SBE/DBE/MBE)	\$ 70,673.72	\$ 65,450.00	\$ 136,123.72	4%
CHEN MOORE	\$ 75,369.45		\$ 75,369.45	2%
MARLIN ENGINEERING	\$ 361,350.00	\$ 130,383.91	\$ 491,733.91	14%
LOCAL OFFICE LANDSCAPE AND URBAN DESIGN (SBE/DBE/MBE)	\$ 288,473.95		\$ 288,473.95	8%
BRIZAGA (SBE/DBE/MBE)	\$ 75,819.87		\$ 75,819.87	2%
MAKEWAY (SBE/DBE/MBE)	\$ 69,950.00		\$ 69,950.00	2%
Total	\$ 3,185,997.45	\$ 313,588.91	\$ 3,499,586.36	
Fee allocated to SBE DBE MBE firms				16%

Fee Summary by Task

Task		WSP	HADONNE CORP (SBE/DBE/MBE)	CHEN MOORE	MARLIN ENGINEERING	LOCAL OFFICE LANDSCAPE AND URBAN DESIGN (SBE/DBE/MBE)	BRIZAGA (SBE/DBE/MBE)	MAKEWAY (SBE/DBE/MBE)	Expenses (see details below)	Total Fee Estimate by Task
1.0	Preliminary Design									\$ 1,340,268.66
1.1	Survey	\$ 6,233.00	\$ 43,145.36						\$ 65,450.00	\$ 114,828.36
1.2	Geotechnical Exploration	\$ 90,310.08							\$ 82,035.00	\$ 172,345.08
1.3	Subsurface Utility Exploration (SUE)	\$ 10,339.70						\$ 3,398.00	\$ 120,180.00	\$ 133,917.70
1.4	Traffic Analysis	\$ 38,796.84						\$ 3,398.00	\$ 10,203.91	\$ 52,398.75
1.5	Arborist Report			\$ 9,111.57						\$ 9,111.57
1.6	Feasibility of Preliminary Design	\$ 222,136.94	\$ 2,674.66		\$ 55,514.44	\$ 19,307.22		\$ 8,495.00		\$ 308,128.26
1.7	Engagement and Outreach	\$ 192,592.83				\$ 16,625.56	\$ 55,023.69			\$ 264,242.08
1.8	Alternatives Analysis	\$ 245,607.40			\$ 32,407.84					\$ 278,015.24
1.9	Commission Update	\$ 3,048.56					\$ 4,233.06			\$ 7,281.62
2.0	Engineering Analysis and Design									\$ 1,705,972.46
2.1	Roadway Design & Design Criteria Package	\$ 624,510.06	\$ 24,853.70		\$ 236,563.96		\$ 14,466.00	\$ 18,786.00		\$ 919,179.72
2.2	Drainage Design & Design Criteria Package	\$ 258,373.75						\$ 18,786.00		\$ 277,159.75
2.3	Landscape, Lighting, Irrigation Design, and Wayfinding	\$ 122,121.46		\$ 66,257.88		\$ 234,583.73		\$ 17,087.00		\$ 440,050.07
2.4	Utilities Design	\$ 63,233.36								\$ 63,233.36
2.5	Commission Presentation	\$ 4,252.44					\$ 2,097.12			\$ 6,349.56
3.0	Preliminary Permitting (as required)									\$ 158,262.88
3.1	Environmental site assessment	\$ 44,698.54							\$ 35,720.00	\$ 80,418.54
3.2	Drainage	\$ 47,669.70								\$ 47,669.70
3.3	FDOT Coordination	\$ 25,631.00								\$ 25,631.00
3.4	Signalization	\$ 1,902.88			\$ 2,640.76					\$ 4,543.64
4.0	Project Management and Coordination									\$ 295,082.36
4.1	Internal Coordination & Meetings	\$ 130,436.60			\$ 13,689.20	\$ 8,287.44				\$ 152,413.24
4.2	City & Stakeholder Meetings	\$ 49,465.90			\$ 13,689.20	\$ 3,868.00				\$ 67,023.10
4.3	Project Management, Invoicing	\$ 62,999.42			\$ 6,844.60	\$ 5,802.00				\$ 75,646.02
	Fee by Company	\$ 2,244,360.46	\$ 70,673.72	\$ 75,369.45	\$ 361,350.00	\$ 288,473.95	\$ 75,819.87	\$ 69,950.00	\$ 313,588.91	\$ 3,499,586.36
	Total Hours	11,103	623	578	2,356	1,855	643	440		17,598

LAS OLAS BOULEVARD DESIGN SERVICES

4/24/2024

Expenses

Item Description	Unit Price	Unit	Qty	Subtotal
Survey (HADONNE)				
3-person Survey Crew	\$ 1,870.00	day	35	\$ 65,450.00
				TOTAL \$ 65,450.00
Sub surface Utility Exploration/ GPR Expense (MARLIN ENGINEERING)				
2-person crew Underground Services (GPR) Field Work along Las Olas Blvd from west side of S. Andrews Ave. to east side of SE 17th Ave. Fort Lauderdale, FL, 33301	\$ 170.00	hours	180	\$ 30,600.00
3-person Survey Crew	\$ 183.00	hours	80	\$ 14,640.00
3-person SUE crew - Hard Surface Hole	\$ 600.00	holes	80	\$ 48,000.00
Surveyor-CAD Technician	\$ 132.00	hours	120	\$ 15,840.00
Principal Surveyor	\$ 180.00	hours	20	\$ 3,600.00
MOT (per day)	\$ 500.00	day	15	\$ 7,500.00
				TOTAL \$ 120,180.00
Traffic Counts Expense (MARLIN ENGINEERING)				
72-hour traffic Count (Volume & Speed)	\$ 811.17	per location	3	\$ 2,433.51
4-hour Turning Movement Count (TMC)	\$ 971.30	per location	8	\$ 7,770.40
				TOTAL \$ 10,203.91
Geotechnical Analysis (WSP)				
Vehicles	\$ 115.00	Day	25	\$ 2,875.00
GPR for Boring Clearance	\$ 200.00	Hr	24	\$ 4,800.00
SPT Borings - Truck Mounted	\$ 15.60	Ft	850	\$ 13,260.00
Casing - 3"	\$ 5.64	FT	850	\$ 4,794.00
Grout bore holes	\$ 5.40	FT	850	\$ 4,590.00
Asphalt Coring & Patching	\$ 108.00	Core	52	\$ 5,616.00
Geo Drill Support Vehicle	\$ 150.00	Day	10	\$ 1,500.00
Percolation testing - Open Hole (SFWMD)	\$ 445.00	Test	11	\$ 4,895.00
Mob/Demob	\$ 540.00	UNIT	6	\$ 3,240.00
Laboratory testing - Corrosion Series	\$ 135.00	UNIT	10	\$ 1,350.00
Laboratory testing - Moisture Content	\$ 12.00	UNIT	130	\$ 1,560.00
Laboratory testing - Organic Content	\$ 37.00	UNIT	130	\$ 4,810.00
Laboratory testing - Sieve Analysis	\$ 55.00	UNIT	130	\$ 7,150.00
Laboratory testing - Sieve Analysis	\$ 53.00	UNIT	15	\$ 795.00
MOT Attenuator Truck	\$ 125.00	HR	96	\$ 12,000.00
Drilling permits	\$ 500.00	LS	1	\$ 500.00
Traffic Portable Signs	\$ 15.00	UNIT	70	\$ 1,050.00
Traffic Portable Chanelizing Devices	\$ 5.00	UNIT	250	\$ 1,250.00
Off-Duty Law Enforcing Officer	\$ 75.00	Hr	80	\$ 6,000.00
				TOTAL \$ 82,035.00
Environmental Site Assessment (WSP)				
Lab Analysis (Soil and water)	\$ 480.00		24	\$ 11,520.00
Drilling (Basic Scope)	\$ 2,600.00		3	\$ 7,800.00
Well installation	\$ 950.00		12	\$ 11,400.00
Sample Kit (Basic)	\$ 350.00		4	\$ 1,400.00
Mobilization (Basic)	\$ 450.00		3	\$ 1,350.00
Meters (Basic)	\$ 375.00		5	\$ 1,875.00
Vehicle (Basic)	\$ 125.00		3	\$ 375.00
				TOTAL \$ 35,720.00

LAS OLAS BOULEVARD DESIGN SERVICES		ROADWAY									
4/26/2024		WSP									
Title	Principal in Charge	Senior Project Manager	Project Manager	Project Accountant	Traffic Engineer	Senior Project Manager	Principal Engineer	Senior Engineer	Junior Engineer	Engineering Technician	
Location	Office	Office	Office	Office	Office	Office	Office	Office	Office	Office	
Hourly Rate	\$ 271.84	\$ 262.14	\$ 237.86	\$ 126.21	\$ 184.47	\$262.14	\$281.55	\$242.72	\$184.47	\$67.96	
Total Hours	118.00	519.00	922.00	100.00	108.00	472.40	620.20	910.40	1,221.60	1,107.60	
1 Preliminary Design											
1.1 Survey			4			8					
1.2 Geotechnical Exploration	0	4	28	0	0	19	0	0	0	0	
1.3 Subsurface Utility Exploration (SUE)			10				20				
1.4 Traffic Analysis				0	108	72	0	0	0	0	
1.5 Arborist Report											
1.6 Feasibility of Preliminary Design	0	50	114	0	0	49	108	132	220	136	
1.7 Engagement & Outreach	60	140	70	0	0	0	0	0	0	0	
1.8 Alternatives Analysis	0	20	30	0	0	0	0	0	0	0	
1.9 Commission Update		8	4								
2 Engineering Analysis and Design											
2.1 Roadway Design & Design Criteria Package	0	30	60	0	0	224	452	698	1,002	912	
2.2 Drainage Design & Design Criteria Package	0	25	75	0	0	0	0	0	0	0	
2.3 Landscape, Lighting, Irrigation Design, and Wayfinding	0	0	65	0	0	0	0	0	0	0	
2.4 Utilities Design		4	10			20		60		60	
2.5 Commission Presentation		8	4								
3 Preliminary Permitting (as required)											
3.1 Environmental site assessment			20								
3.2 Drainage			60								
3.3 FDOT Coordination			40			40	20				
3.4 Signalization			8								
4 Coordination and Project Management											
4.1 Internal Coordination & Meetings	20	90	120			20	20	20			
4.2 City & Stakeholder Meetings	30	65	80			20					
4.3 Project Management, Invoicing	8	75	120	100							
Fee by Staff	\$ 32,077.12	\$ 136,050.66	\$ 219,306.92	\$ 12,621.00	\$ 19,922.76	\$ 123,834.94	\$ 174,617.31	\$ 220,972.29	\$ 225,348.55	\$ 75,272.50	

LAS OLAS BOULEVARD DESIGN SERVICES		GEOTECH						DRAINAGE			ENVIRONMENTAL		
4/26/2024													
WSP													
	Title	Senior Project Manager	Senior Engineer	Geotechnical Engineer II	Geotechnical Engineer I	Senior Engineering Technician	Engineering Technician	Principal Engineer	Senior Engineer	Junior Engineer	Senior Environmental Specialist	Junior Engineer	Geotechnical Engineer II
	Location	Office	Office	Office	Office	Office	Office	Office	Office	Office	Office	Office	Office
	Hourly Rate	\$ 262.14	\$ 242.72	\$ 116.50	\$ 97.09	\$ 92.23	\$ 67.96	\$ 281.55	\$ 242.72	\$ 184.47	\$ 160.19	\$ 184.47	\$ 116.50
Total Hours		50.00	132.00	138.00	196.00	76.00	146.00	573.00	385.00	430.00	56.00	100.00	135.00
1	Preliminary Design												
1.1	Survey							8					
1.2	Geotechnical Exploration	35	122	138	60	76	146	0	0	0	0	0	0
1.3	Subsurface Utility Exploration (SUE)												
1.4	Traffic Analysis	0	0	0	0	0	0	0	0	0	0	0	0
1.5	Arborist Report												
1.6	Feasibility of Preliminary Design	0	0	0	136	0	0	40	0	60	0	0	0
1.7	Engagement & Outreach	0	0	0	0	0	0	0	0	0	0	0	0
1.8	Alternatives Analysis	0	0	0	0	0	0	0	0	0	0	0	0
1.9	Commission Update												
2	Engineering Analysis and Design												
2.1	Roadway Design & Design Criteria Package	0	0	0	0	0	0	0	0	0	0	0	0
2.2	Drainage Design & Design Criteria Package	0	0	0	0	0	0	385	335	240	0	0	0
2.3	Landscape, Lighting, Irrigation Design, and Wayfinding	0	0	0	0	0	0	0	0	0	0	0	0
2.4	Utilities Design							20		60			
2.5	Commission Presentation												
3	Preliminary Permitting (as required)												
3.1	Environmental site assessment										36	100	135
3.2	Drainage							60	30	50			
3.3	FDOT Coordination												
3.4	Signalization												
4	Coordination and Project Management												
4.1	Internal Coordination & Meetings	15	10					60	20	20	20		
4.2	City & Stakeholder Meetings												
4.3	Project Management, Invoicing												
	Fee by Staff	\$ 13,107.00	\$ 32,039.04	\$ 16,077.00	\$ 19,029.64	\$ 7,009.48	\$ 9,922.16	\$ 161,328.15	\$ 93,447.20	\$ 79,322.10	\$ 8,970.64	\$ 18,447.00	\$ 15,727.50

LAS OLAS BOULEVARD DESIGN SERVICES 4/26/2024		WAYFINDING		VDI		RESILIENCE					
		WSP									
	Title	Lead Landscape Designer	Graphic Designer I	Lead Graphic Designer	Graphic Designer II	Senior Economist	Lead Climate Risk	Lead Climate Scientist	Senior Climate Risk Specialist		
	Location	Office	Office	Office	Office	Office	Office	Office	Office		
	Hourly Rate	\$ 233.01	\$ 131.07	\$ 194.17	\$ 155.34	\$ 300.97	\$ 330.10	\$ 208.74	\$ 174.76		
	Total Hours	502.00	164.00	210.00	602.00	169.00	220.00	385.00	305.00	11,103.20	
1	Preliminary Design									4,131	\$ 809,065.35
1.1	Survey	4								24	\$ 6,233.00
1.2	Geotechnical Exploration	0	0	0	0	0	0	0	0	628	\$ 90,310.08
1.3	Subsurface Utility Exploration (SUE)	10								40	\$ 10,339.70
1.4	Traffic Analysis	0	0	0	0	0	0	0	0	180	\$ 38,796.84
1.5	Arborist Report										\$ -
1.6	Feasibility of Preliminary Design	80	20	0	0	0	0	0	0	1,145	\$ 222,136.94
1.7	Engagement & Outreach	0	20	0	312	85	25	90	110	912	\$ 192,592.83
1.8	Alternatives Analysis	0	0	200	280	30	140	295	195	1,190	\$ 245,607.40
1.9	Commission Update									12	\$ 3,048.56
2	Engineering Analysis and Design									5,325	\$ 1,072,491.07
2.1	Roadway Design & Design Criteria Package	0	0	0	0	0	0	0	0	3,378	\$ 624,510.06
2.2	Drainage Design & Design Criteria Package	0	0	0	0	0	0	0	0	1,060	\$ 258,373.75
2.3	Landscape, Lighting, Irrigation Design, and Wayfinding	388	124	0	0	0	0	0	0	577	\$ 122,121.46
2.4	Utilities Design					20	40			294	\$ 63,233.36
2.5	Commission Presentation					4				16	\$ 4,252.44
3	Preliminary Permitting (as required)									599	\$ 119,902.12
3.1	Environmental site assessment									291	\$ 44,698.54
3.2	Drainage									200	\$ 47,669.70
3.3	FDOT Coordination									100	\$ 25,631.00
3.4	Signalization									8	\$ 1,902.88
4	Coordination and Project Management									1,048	\$ 242,901.92
4.1	Internal Coordination & Meetings	20		10	10	30	15			550	\$ 130,436.60
4.2	City & Stakeholder Meetings									195	\$ 49,465.90
4.3	Project Management, Invoicing									303	\$ 62,999.42
	Fee by Staff	\$ 116,971.02	\$ 21,495.48	\$ 40,775.70	\$ 93,514.68	\$ 50,863.93	\$ 72,622.00	\$ 80,364.90	\$ 53,301.80	\$ 2,244,360.46	\$ 2,244,360.46

HADONNE CORP (SBE/DBE/MBE)

	Title	Survey Technician	CADD Technician	Professional Surveyor	Utility Coordinator	Administrator		
	Location	Office	Office	Office	Office	Office		
	Loaded Rate	\$ 101.94	\$ 87.38	\$ 145.63	\$ 160.19	\$ 82.52		
	Total Hours	176	184	40	160	63	623	
1.0	Preliminary Design							
1.0	Survey	176	184	40		40	440	\$ 43,145.36
1.8	Utility Coordination				10	13	23	\$ 2,674.66
2.0	Engineering Analysis and Design							
2.0	Utility Coordination				150	10	160	\$ 24,853.70
	Fee by Staff	\$ 17,941.44	\$ 16,077.92	\$ 5,825.20	\$ 25,630.40	\$ 5,198.76	\$ 70,673.72	\$ 70,673.72
	Total Hours	176	184	40	160	63	623	

MARLIN ENGINEERING

	Title	Principal Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	Engineer I	Senior Designer	Designer	Total Hours	Total Fee by Task
	Hourly Rate	\$ 271.84	\$ 169.90	\$ 155.34	\$ 140.78	\$ 131.07	\$ 131.07	\$ 121.36	\$ 101.94		
	Total Hours	322	160	300	334	180	440	440	180	2,356	
2.0	Engineering Analysis and Design										\$ 55,514.44
	2.1 Community	20		10	20					50	\$ 9,805.80
	2.2 Property Owners	30		10	20					60	\$ 12,524.20
	2.3 Interagency	40		10	20					70	\$ 15,242.60
	3.1 Feasibility and Preliminary Design (15%)	16		20	20		40	20		116	\$ 17,941.84
	3.2 Alternatives Analysis	36		60	40		40	20		196	\$ 32,407.84
	3.3 Engineering Design (30%, 60%)										\$ 209,961.96
	3.3.1 Civil Roadway Plans	20	50	20	40		180	180		490	\$ 68,107.20
	3.3.1 Civil Signing and Marking Plans	20	50	0	40		180	180		470	\$ 65,000.40
	3.3.1 Civil -Demolition Plans				4	40			40	84	\$ 9,883.52
	3.3.5 Signalization Design	8	20	60		80			140	308	\$ 39,650.32
	3.5 Temporary Traffic Control Plans	8	20	40	20	60		40		188	\$ 27,320.52
4.0	Preliminary Permitting										
	4.3 Signalization	4		10						14	\$ 2,640.76
5.0	Design Criteria Package										
	Criteria for Marlin's Tasks	20	20	60	60					160	\$ 26,602.00
8.0	Project Management										\$ 34,223.00
	Deputy Project Manager meetings										
	Internal Meetings	40			20					60	\$ 13,689.20
	Stakholder Meetings	40			20					60	\$ 13,689.20
	Client Meetings	20			10					30	\$ 6,844.60
	Fee by Staff	\$ 87,532.48	\$ 27,184.00	\$ 46,602.00	\$ 47,020.52	\$ 23,592.60	\$ 57,670.80	\$ 53,398.40	\$ 18,349.20		\$ 361,350.00
	Total Hours	322	160	300	334	180	440	440	180	2,356	

CHEN MOORE

	Title	Senior Landscape/Irrigation Architect	Irrigation Designer	Irrigation and Tree Disposition Plans CADD Support	Senior Lighting Engineer	Lighting Engineer	Lighting Designer	Senior Arborist	Project Coordinator	Total Hours	Fee Estimate by Task
		Hourly Rate	\$ 184.47	\$ 101.94	\$ 101.94	\$ 199.03	\$ 135.92	\$ 86.41	\$ 145.63		
Total Hours		40	98	59	32	192	84	49	24	578	
3.3.3.1	Irrigation Design	40	98	48	0	0	0	0	8	194	\$ 23,970.76
3.3.3.1.a	Site Visit & Travel	2	8								
3.3.3.1.b	30% Irrigation Concept OPCC	4	8								
3.3.3.1.c	60% Irrigation Design Plans	10	50	40							
3.3.3.1.d	60% Irrigation Specifications	4	8								
3.3.3.1.e	Water Demand Analysis	4	8								
3.3.3.1.f	60% Irrigation OPCC	4	8								
3.3.3.1.g	Client and Owner Coordination	4	4						8		
3.3.3.1.h	QA/QC	8	4	8							
3.3.3.2	Lighting Plan				32	192	84	0	12	320	\$ 42,287.12
3.3.3.2.a	Site Visit & Travel				2	8					
3.3.3.2.b	30% Lighting Concepts and OPCC				4	8					
3.3.3.2.c	30% Owner Coordination					4			4		
3.3.3.2.d	60% Lighting Plans				8	70	60				
3.3.3.2.e	Electrical Calculations (Short Circuit / Arc Flash / Voltage Drop)				4	40					
3.3.3.2.f	Photometric Analysis & Lighting Design				4	36	24				
3.3.3.2.g	60% Lighting Specifications				4	8					
3.3.3.2.h	60% Lighting OPCC				2	8					
3.3.3.2.i	60% Client and Owner Coordination					6			6		
3.3.3.2.j	QA/QC				4	4			2		
3.3.3.4	Arborist Services			11	0	0	0	49	4	64	\$ 9,111.57
3.3.3.4.a	Site Visit / Tree Assessment							16			
3.3.3.4.b	Prepare Tree Data Table							8			
3.3.3.4.c	Arborist Report							12			
3.3.3.4.d	Tree Disposition Plans			11				9			
3.3.3.4.e	Client Coordination							2	2		
3.3.3.4.f	QA/QC							2	2		
	Fee by Staff	\$ 7,378.80	\$ 9,990.12	\$ 6,014.46	\$ 6,368.96	\$ 26,096.64	\$ 7,258.44	\$ 7,135.87	\$ 5,126.16		\$ 75,369.45
	Total Hours	40	98	59	32	192	84	49	24	578	

LOCAL OFFICE LANDSCAPE AND URBAN DESIGN (SBE/DBE/MBE)

	Title	Senior Landscape Architect	Landscape Architect Manager	Junior Landscape Architect	Total Hours	Fee Estimate by Task
	Hourly Rate	\$ 172.82	\$ 160.19	\$ 150.49		
	Total Hours	150	615	1,090	1,855	
Task 1	Data Collection and Analysis					\$ 19,307.22
	1.1. Survey (Local, analysis mapping for topo, elevations, opportunities and constraints conditions for Living Streets approach)	8	8	40	56	\$ 8,683.68
	1.2 Geotechnical (Local, analysis mapping for subsoil conditions, permeability, opportunities and constrains conditions for Living Streets approach)	8	2	40	50	\$ 7,722.54
	1.3 SUE					
	1.4 Climate Risk (Local, Landscape perspective)	2	2	2	6	\$ 967.00
	1.5 Traffic and signal analysis (Local, analysis only)	2	2	2	6	\$ 967.00
	1.6 Parking Impact Study (Local, analysis only)	2	2	2	6	\$ 967.00
					0	
Task 2	Engagement					\$ 16,625.56
	2.1 Community (Local, attending some meetings, analysis of outcomes to inform design decisions)			20	20	\$ 3,009.80
	2.2 Property Owners (Local, analysis of outcomes to inform design programming and design elements)					\$ -
	2.3 Interagency (Local, attend some meeting to help advocate for innovation or other best practices requiring inter-agency cooperation)	8			8	\$ 1,382.56
	2.4 Messaging and Communications (production and graphics associated with community and stakeholder engagement)		20	60	80	\$ 12,233.20
Task 3	Engineering Analysis and Concept Planning Design					\$ 234,583.73
	3.1 Feasibility and Preliminary Design - Downtown	12	90	124	226	\$ 35,151.70
	3.1 Feasibility and Preliminary Design - The Shops	12	96	124	232	\$ 36,112.84
	3.1 Feasibility and Preliminary Design - Colee Hammock	12	90	124	226	\$ 35,151.70
	3.2 Alternative Analysis	4	24	32	60	\$ 9,351.52
	3.3 Engineering Design (30% and 60%) - Local collaboration with Civil on Pavement Design, Roadway typical sections, Roadway Plans,	12	32	80	124	\$ 19,239.12
	3.3 Engineering Design (30% and 60%) - Local collaboration with Drainage on Drainage plans, green infrastructure design	12	32	80	124	\$ 19,239.12
	3.3 Engineering Design (30% and 60%) - Landscape - Landscape plans, planting plans, materials plans including all site furnishings and amenities, and hardscape design	24	175	320	519	\$ 80,337.73
	Internal Meetings	12	20	20	52	\$ 8,287.44
	Stakholder Meetings	8	8	8	24	\$ 3,868.00
	Client Meetings	12	12	12	36	\$ 5,802.00
	Fee by Staff	\$ 25,923.00	\$ 98,516.85	\$ 164,034.10		\$ 288,473.95

MAKEWAY (SBE/DBE/MBE)

	Title	Lead Construction Specialist (Contractor)	Engineer (Contractor)		Fee Estimate by Task
		Hourly Rate	\$ 169.90		
Total Hours		350	90	440	
1 Preliminary Design					
1.1	Survey				\$ -
1.2	Geotechnical Exploration				\$ -
1.3	Subsurface Utility Exploration (SUE)	20		20	\$ 3,398.00
1.4	Traffic Analysis	20		20	\$ 3,398.00
1.5	Arborist Report				
1.6	Feasibility of Preliminary Design	50		50	\$ 8,495.00
1.7	Engagement and Outreach Plan				\$ -
1.8	Alternatives Analysis				\$ -
1.9	Commission Update				\$ -
2 Engineering Analysis and Design					
2.1	Roadway Design	90	30	120	\$ 18,786.00
2.2	Drainage Design	90	30	120	\$ 18,786.00
2.3	Landscape, Lighting, and Irrigation Design	80	30	110	\$ 17,087.00
2.4	Utilities Design				\$ -
2.5	Commission Presentation				\$ -
3 Roadway Design					
3.1	Environmental				\$ -
3.2	Drainage				\$ -
3.3	Signalization				\$ -
Fee by Staff		\$ 59,465.00	\$ 10,485.00	\$ 69,950.00	\$ 69,950.00
Total Hours		350	90	440	

BRIZAGA (SBE/DBE/MBE)

	Title	Principal Engineer	Lead Project Manager	Project Manager	Outreach Coordinator	Graphic Designer	Senior Outreach Associate	Total Hours	Fee Estimate by Task
		Office	Office	Office	Office	Office	Office		
	Location	Loaded Rate							
		\$ 174.76	\$ 174.76	\$ 131.07	\$ 116.50	\$ 58.25	\$ 77.67		
	Total Hours	4	168	25	210	16	220	643	
TASK 2.1	Feasibility and Preliminary Schematic Design								\$ 41,781.23
2.1.1	Preliminary Outreach		20		30		30	80	\$ 9,320.30
2.1.2	Stakeholder Input Meetings		20		30		30	80	\$ 9,320.30
2.1.3	Project Updates		2		18		18	38	\$ 3,844.58
2.1.4	Commision Workshop Update		10					10	\$ 1,747.60
2.1.5	Alternatives Community Workshops	4	30	5	40	12	40	131	\$ 15,062.99
2.1.6	Commision Workshop and Meeting Presentation		12		2		2	16	\$ 2,485.46
TASK 2.2	Design Development								\$ 34,038.64
2.2.1	Project Updates		2		18		18	38	\$ 3,844.58
2.2.2	Stakeholder Update Meetings		20		30		30	80	\$ 9,320.30
2.2.3	Private Property Harmonization		30	20	30		40	120	\$ 14,466.00
2.2.4	Public Presentation		10		12	4	12	38	\$ 4,310.64
2.2.5	Commision Workshop Presentation		12					12	\$ 2,097.12
	Fee by Staff	\$ 699.04	\$ 29,359.68	\$ 3,276.75	\$ 24,465.00	\$ 932.00	\$ 17,087.40	\$ 75,819.87	\$ 75,819.87
	Total Hours	4	168	25	210	16	220	643	