

AGREEMENT

Between

City of Fort Lauderdale

And

Pierce Goodwin Alexander & Linville, Inc.
(PGAL)

For

ARCHITECTURAL CONSULTANT SERVICES AND CONSTRUCTION
ADMINISTRATION

For

FIRE STATION No. 54

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

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

And

Pierce Goodwin Alexander & Linville,
Inc.(PGAL), a Texas corporation authorized to
transact business in Florida (hereinafter
referred to as "CONSULTANT").

WHEREAS, the CITY Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 2015 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Architectural Consultant Services and Construction Administration for Fire Station No. 8, RFQ No.946-11423 (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 _____, 2015 and any duly authorized and executed Amendments to Agreement.
- 1.2 CERTIFICATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision to this agreement between the CITY and the

CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of his Agreement.

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

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.8 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.10 CONSULTANT: Pierce Goodwin Alexander & Linville, Inc. (PGAL), the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.12 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.13 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

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

1.23 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Architectural Consultant Services and Construction Administration for Fire Station No. 54, as more specifically described in Exhibit “A,” Scope of Services, attached hereto and incorporated herein. CONSULTANT shall provide all services set forth in Exhibit “A” including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT’s level of effort.

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

is at CONSULTANT's sole risk.

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

ARTICLE 4 GENERAL PROVISIONS

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

ARTICLE 5 TASK ORDERS FOR ADDITIONAL SERVICES

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

development, or construction.

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

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon Project schedule, developed before commencement of work and made a part of this Agreement. The Project schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement,

CONSULTANT must receive a Notice to Proceed and a purchase order. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

- 6.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.4 The time for the performance of services described in Exhibit "A," Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
- 6.5 The Term of this Agreement shall be limited to the time required to complete the Basic Services of the Project and any additional Project related Task Orders for additional services.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not to Exceed Amount of \$240,159.00, and to reimburse CONSULTANT for Reimbursables as described in Section 7.2, up to a Not to Exceed Amount of \$40,000.00, for a total Not to Exceed Amount of \$280,159.00. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B." The total hourly rates payable by CITY for each of

CONSULTANT's employee categories are shown on Exhibit "B."

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, in the total Not-to-Exceed amount of \$40,000. 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).

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

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

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

- 7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 7.4.3 Payments are made by CITY to CONSULTANT using a CITY P-Card (MasterCard or Visa credit card).

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in

accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.
- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing

qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.

- 9.7 The CITY shall make decisions on 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 the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
- 9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.
- 9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.

9.8.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, 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 10
CITY'S RESPONSIBILITIES

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

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

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

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

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

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

- 11.2.1 It is expressly understood and agreed that the CITY may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the CITY of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.
- 11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.
- 11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

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

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

CONSULTANT shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT upon termination

of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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

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

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

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

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of

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

11.6 PUBLIC ENTITY CRIMES ACT

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

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

11.7 SUBCONSULTANTS

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

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

- The list of subconsultants submitted is as follows: Cordova Mendez Design Group, Inc. (Civil)
- Johnson Structural Group, Inc. (Structural)
- Hammond & Associates, Inc. (MEP/FP)
- Curtis & Rogers Design Studio, Inc. (Landscape Architect)
- C.M.S.-Construction Management Services, Inc.(Cost Consulting)
- Stoner & Associates, Inc. (Surveying)
- Terracon Consultants, Inc. (Geotechnical)

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

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

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

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. 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.

11.9.2 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.

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

- B. Endorsements Required:

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

11.11.3 BUSINESS AUTOMOBILE LIABILITY

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

1) 11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

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

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

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible- not to exceed	\$100,000

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

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance

policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

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

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

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

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.14 CONSULTANT'S STAFF

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

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

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

11.15 INDEPENDENT CONTRACTOR

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

11.16 THIRD PARTY BENEFICIARIES

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

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

11.18 CONTINGENCY FEE

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

11.19 WAIVER OF BREACH AND MATERIALITY

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

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

11.20 COMPLIANCE WITH LAWS

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

11.21 SEVERANCE

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

11.22 JOINT PREPARATION

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

11.23 PRIORITY OF PROVISIONS

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

11.24 APPLICABLE LAW AND VENUE

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

11.25 EXHIBITS

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

11.26 THREE ORIGINAL AGREEMENTS

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

11.27 NOTICES

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

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

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

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

CONSULTANT: Pierce Goodwin Alexander & Linville, Inc. (PGAL)
791 Park of Commerce Blvd., Suite 400
Boca Raton, Florida 33487

11.28 ATTORNEY FEES

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

11.29 PERMITS, LICENSES AND TAXES

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

laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

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

11.31 EVALUATION

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

11.32 STATUTORY COMPLIANCE

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

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The CITY

may terminate this Contract at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

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[SIGNATURE PAGES FOLLOW]**

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

CITY:

CITY OF FORT LAUDERDALE, a
Florida municipal corporation

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JEFFREY A MODARELLI
Senior Assistant City Clerk

Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

Pierce Goodwin Alexander & Linville,
Inc.(PGAL) a Texas corporation
authorized to transact business in
Florida

By _____

(Witness print name)

Name: _____

Title: _____

ATTEST:

(Witness print name)

By _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ as _____ for Pierce Goodwin Alexander & Linville, Inc. (PGAL) a Texas corporation authorized to transact business in Florida.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

GENERAL SCOPE OF SERVICES / BACKGROUND/ PROJECT DESCRIPTION

Summary

CONSULTANT shall design and provide construction administration services for Fire Station #54. CONSULTANT will be required to provide some or all of the following services:

- Prepare final working drawings including architectural drawings, engineering calculations and drawings, plans for details such as mechanical, plumbing, ventilation, fire suppression and lighting features.
- Recommend and suggest materials, construction and necessary adjustments in architectural design to fit structural requirements.
- Inspect construction in the field and insure conformity with plans and material specifications.
- Process Requests for Information, submittals, shop drawings, change orders, pay applications, inspection reports and maintain current logs of each.
- Provide construction reviews and inspections.
- Design to Leadership in Energy and Environmental Design (LEED) requirements or approved equal.
- Research and consideration of potential impacts of Flood Zones and Agency Requirements on the construction site, first floor elevation, parking lot elevation, and related storm water drainage.

Project Description:

Fire Station #54 is to be located at 3201 NE 32nd Street in Fort Lauderdale. The station will be a 10,000 square foot, two story satellite facility. The station will have two back-in apparatus bays, seven bunk rooms, a full kitchen and dining room, small exterior patio, a day room, two offices, a laundry room, gymnasium, and community meeting room.

In addition, design should incorporate sustainability features and consider climate issues. This may include but should not be limited to design elements which address water conservation, energy efficiency, effective recycling of waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation should be considered such as addressing water shedding off the building with increasing rainfall, enhanced storm water drainage, expanded electrical panels/enhanced roof structure for current or future installation of solar, electrical conduit in the parking lot for current or future installation of electric vehicle charging stations and review of site elevation in the context of Flood Zones and Agency Requirements. Site design should feature Florida-Friendly landscaping which provides wildlife habitat, shading of the structure, and reduction of urban heat island effects.

Introduction and Background

CONSULTANT will perform architectural turnkey design and review services. CONSULTANT will be responsible for working in cooperation with officials of the City, or their designees, and with the City's engineers and/or architects to observe and administer the design and construction of this project. The architectural design services may include the completion of construction documents and specifications, renderings, and general features.

The firm will need to study the specific requirements associated with the fire stations design standards for Fort Lauderdale. The firm will advise the City on the most effective way to implement the overall project in terms of architectural motifs for structures within the limits imposed by structural, time and budget requirements.

CONSULTANT will coordinate the completion of construction documents, including engineering calculations, drawings and plans such as mechanical, plumbing, ventilation, fire suppression, and lighting features. The current construction drawings and specifications are at approximately 90% completion. The selected firm will be responsible to complete the drawings and specifications for permitting and bidding. The selected firm will be responsible to assume the responsibility of architect/engineer of the record.

CONSULTANT will assist the City with regard to public information and public meetings.

CONSULTANT may also be required to provide overall coordination and management, The CONSULTANT will also develop work plans, schedules and budgets, coordinate project design, procurement, contract negotiation and contract administration, visit the jobsite regularly to monitor construction progress, provide value engineering when required, monitor and approve payment requisitions from the contractor and consultants, monitor project budget, prepare financial projections as required, provide progress reports and status information on the assigned project to City officials, attend and address meetings with City officials, neighborhood groups, and private citizens concerning the projects, maintain conventional and electronic files (database) of all documentation and correspondence relating to the projects in an orderly system which will be submitted to the City upon completion of the projects.

The City has selected "Design-Bid-Build" project delivery method and CONSULTANT will be responsible for developing the bid documents based on the selected methodology. CONSULTANT will also be responsible to obtain all required permit and approvals from the different agencies involved.

If legal issues should arise relating to the project after completion, the CONSULTANT will provide records, depositions and testimony about the project if necessary on a supplementary fee basis.

DESIGN PLANS AND SPECIFICATIONS:

The work to be performed shall include preparation of construction drawings and specifications for bidding and construction. Consultant services shall include but not limited to preparation of construction documents for bidding and award, engineer's estimate, bidding assistance, post design/RFI assistance during the construction, and construction administration and inspections.

The following is a list of the Professional Services categories for which the project may require:

1. **Architecture**
Expertise and experience in preparation of drawings and specifications for similar projects.
2. **Landscape Architect**
Design plantings on site which features Florida-Friendly flora and wildlife habitat.
3. **Civil Engineering**
Provide drawings and specifications for site improvements within the project boundaries to accommodate new parking, water and sewer improvements and other improvements, stormwater drainage which considers Flood Zones and all applicable agency requirements, and other improvements.
4. **Mechanical Engineering**
Expertise and experience in plumbing.
5. **Electrical and Plumbing Engineering**
Provide electrical and plumbing consulting services with an emphasis on water conservation, energy efficient fixtures and experience with renewable energy installations.
6. **Structural Engineering**
Provide consulting services, including reports, plans, specifications, and cost estimating for structural design. Provide structural inspection services as required by the latest Florida Building Code.
7. **Fire Protection Engineering**
Provide fire-protection consulting services.
8. **Construction Management Services**
Provide construction contract administration and periodic inspections.
9. **LEED Expertise (or approved equal)**
Design project in compliance with LEED (or approved equal) prerequisites and points to achieve the level of certifications as specified by the City.

SPECIFIC SCOPE OF SERVICES AND DELIVERIBLES FOR FIRE STATION No. 54

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

GENERAL REQUIREMENTS

AREA LOCATION AND DESCRIPTION OF WORK

Services shall be provided to design all improvements and deliver comprehensive construction documents for a complete Fire Station 54 building, all parking areas, traffic control, Right-of-Way (ROW) accesses, as well as ROW concepts to facilitate the access to the proposed site by vehicles or pedestrians. The location of work is indicated in Attachment 1. The work area is abutted by the western ROW line of NE 32nd Avenue, the southern ROW line of NE 32nd Street, the eastern ROW line of NE 33rd Avenue and the northern ROW line of the public alley. The proposed address for Fire Station 54 is 3201 NE 32nd Street in Fort Lauderdale

1. DESIGN STANDARDS

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

- City of Fort Lauderdale Unified Land Development Regulations, Planning & Zoning Development Standards
- Florida Green Building Coalition (FGBC) Standards (current edition at the time of permitting)
- Florida Building Code (current edition at the time of permitting) and all trade codes related thereto
- Florida Fire Prevention Code (current edition at the time of permitting)

2. QUALITY CONTROL

The CONSULTANT is solely responsible for quality control of its work. The CONSULTANT shall provide a list of sub-CONSULTANTS for the project, which will not be changed without the approval of the City Public Works Department Director.

3. PROJECT DESIGN SCHEDULE

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

4. COORDINATION AND PERMITS

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

- City of Fort Lauderdale Department of Sustainable Development
- Broward County Environmental Licensing and Building Permitting

PROJECT MANAGEMENT

1. STANDARDS

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

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

The CONSULTANT shall organize and attend utility coordination meetings.

SUBMITTALS

1. GENERAL INFORMATION

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

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

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

2. GENERAL REQUIREMENTS

All submittals shall be made to the City's Project Manager for review, comment and final approval. The CONSULTANT shall be responsible for submitting plans, conducting coordination with, and obtaining approvals or permits from all City and non-City departments or agencies, having an interest or jurisdiction over this project. All fees shall be paid by the City for actual permit costs incurred. The CONSULTANT shall request reimbursement of permit fees through the application for payments. A permit allowance shall be included in the proposed fee schedule.

DESIGN PHASE SPECIFIC SCOPE OF SERVICES AND DELIVERABLES

1. SERVICES AND DELIVERABLES

Task 1 DESIGN UPDATE

1.1 Introduction

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

- Required size, use, occupancy, and furnishings and equipment requirements of all spaces.
- Required relationships of spaces to other spaces.
- Required utility services for all spaces.
- Environmental requirements of all spaces.

- Traffic/circulation requirements within the building and onsite.
 - Building service requirements.
 - Tabulation of net areas.
 - Calculation of probable gross building area(s).
 - Conceptual cost estimate/budget.
 - Preliminary schedule.
 - Update topographic survey, including utility locations, utilizing North American Vertical Datum of 1988 (NAVD 88). Survey will include all aboveground and accessible underground features. Results of survey to be plotted at a scale of 1"=20" or as appropriate.
- 1.2. Prior to commencing any work, the CONSULTANT shall visit the site with City's Project Manager to obtain an understanding of the site and complete field investigations to verify and document existing conditions in the area of work.
 - 1.3. City shall provide all available record drawings from the City and other agencies as necessary.
 - 1.4. The CONSULTANT shall obtain and incorporate, where necessary, any available reports, studies, and plans.
 - 1.5. The CONSULTANT shall perform (or update) all field tests, laboratory tests and collect all necessary data including but not limited to boundary and topographic survey, geotechnical/soils report, and any additional data required for the completion of the design and permit of the project.
 - 1.6. The CONSULTANT shall be responsible for survey control. The datum shall be as required by the City and Permit Agencies (NAVD 88).
 - 1.7. The CONSULTANT shall update the existing boundary and topographic survey to locate all above ground and accessible underground features, and finished floor elevations (as applicable). The survey shall also include elevations of above and underground features that may have an impact on the project.
 - 1.8. The CONSULTANT shall update and verify the geotechnical investigation report and provide a hard copy as well as an electronic version in CD of the report to the City's Project Manager. This report will be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
 - 1.9. The CONSULTANT shall advise the City of any additional testing or surveys that may be required prior to the development of plans and specifications.
 - 1.10. Based on the existing project plans provided by the City, the CONSULTANT shall prepare a preliminary evaluation (Due Diligence Study) of the project and its budgetary constraints and review, with the City's Project Manager, any inconsistencies between program requirements and budget limitations. Note that the existing City budget will cover both on-site and off-site improvements. Additionally, if required, the CONSULTANT shall propose and make changes, as approved by the Project Manager, to the design to limit the scope of work within the proposed budget. The CONSULTANT shall prepare design layout for City approval and provide recommendations for implementing improvements. The cost of the roadway improvements shall be prepared and presented separate from on-site work.
 - 1.11. The CONSULTANT shall coordinate and schedule meetings with applicable permitting agencies to ensure that the proposed design complies with applicable regulations, codes and standards including City's own codes and ordinances. Meeting minutes shall be documented and submitted to the City. A plan set shall be submitted to the City's Department of Sustainable Development which will provide additional recommendation regarding any further steps that may need to be included in the design process, changes, and other appropriate adjustments.
 - 1.12. The design team will participate in reviews of updated design documents with various City departments and outside agencies. The CONSULTANT shall record minutes of all meetings. The minutes shall address action items and the responsible parties. The City shall review and approve all minutes.

- 1.13. The CONSULTANT shall attend a coordination meeting with City's Public Works, Engineering Division to review City's CAD standards.

Task 2 CONSTRUCTION DOCUMENTS & SPECIFICATIONS

- 2.1. After the design documents and construction cost estimates receive written approval from the City Project Manager, the CONSULTANT shall prepare construction drawings, plans and specifications to include structural, mechanical, electrical, civil, landscape and other elements as appropriate (telephone, data, security, fire alarm, fire protection, Multivista photography service, etc.) to allow for the bidding and construction of the project. The CONSULTANT shall coordinate specifications and drawings, prepare the construction drawings based on Design Development Drawings. Drawings will include final mark-ups made by the CITY (including 90% and 100% markups) and all regulatory agencies' comments shall be implemented. The CONSULTANT shall apply sustainable design principles whenever possible. After 90% plans have been completed, a plan set shall be submitted to the City's Department of Sustainable Development which will provide additional information regarding any further steps that may need to be included, changes, and other appropriate adjustments. Additionally, the CONSULTANT shall conduct and respond to constructability reviews made by CITY on the 100% completion of submitted drawings.
- 2.2. **Cost Estimates at 100%** – The CONSULTANT shall prepare the cost estimate at and 100% of the construction drawings development, propose and make the changes to the design if required to be within the proposed budget.
- 2.3. **Project Schedule** – The CONSULTANT shall deliver an updated schedule in Microsoft Project of the final project schedule.
- 2.4. The CONSULTANT shall work with the City to provide permit drawings for submittal to the City of Fort Lauderdale Sustainable Development Department, Building Services Division. The CONSULTANT shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.
- 2.5. The CONSULTANT shall coordinate the preparation of the technical specifications with the City of Fort Lauderdale standard General Conditions for format and content consistency.
- 2.6. All comments from the construction document review shall be resolved and the CONSULTANT shall deliver a complete set of contract documents signed and sealed by a CONSULTANT licensed to practice in the State of Florida to the City. The CONSULTANT shall obtain any other approvals required prior to submitting final plans to the City. This item includes responding to all permit agencies comments. This item does not include permits fees, which are reimbursable expenses paid per contract agreement clauses.
- 2.7. After completion of the construction documents, the CONSULTANT shall coordinate with the City's Project Manager to arrange for duplication of final review sets. Three (3) original signed and sealed set of plans, specifications, special provisions, cost estimate, engineering and other design calculations, Florida Green Building Coalition (FGBC) design report, together with an electronic copy for review and comment by the City.

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

- I. Original drawings with original seals on 24"x36" sheets
 - II. Original calculation reports with original seals on 8.5"x11" sheets
 - III. Original Technical Specifications
- 2.8. The CONSULTANT shall apply for and obtain all necessary Planning and Zoning approvals required for construction of this project. The CONSULTANT shall assist the Contractor in applying for and respond to comments as necessary for the Contractor to obtain all necessary construction permits.
 - 2.9. The CONSULTANT shall prepare a preliminary construction schedule and coordinate the final bid documents and technical specification section with the City's Project Manager for preliminary review prior the Bidding Services phase starts.
 - 2.10. The City will be responsible for the reproduction and distribution of bidding documents.

- 2.11. If the project is not immediately bid or the CONSULTANT's services terminate at this point, the CONSULTANT shall deliver three (3) original signed and sealed sets of plans, final technical specifications and any other contract documents prepared under this contract, together with an electronic copy, to the City's Project Manager prior to receiving final payment for these services.

Task 3 BIDDING SERVICES

- 3.1 During the bidding phase, the CONSULTANT's Project Manager shall attend and participate in the project pre-bid conference with prospective bidders and address technical questions posed by prospective contractors. The CONSULTANT shall make services available to the City to answer in writing, within four (4) business days, all City and bidder's questions regarding the bidding of the Project, and prepare and distribute upon approval by the City's Project Manager, all addenda for the Project regarding interpretation of the plans, specifications and if necessary, review alternatives for approved equal product (shop drawings) submittals.
- 3.2 The City will receive the bids and the CONSULTANT will receive a copy of the bids from the City. The CONSULTANT shall review and evaluate the bids and provide bid tabulation letter with recommendations to the City for an award.

Task 4 CONSTRUCTION SERVICES

- 4.1. The CONSULTANT shall attend and record minutes of the pre-construction conference as scheduled by the City's Project Manager.
- 4.2. The CONSULTANT shall review all shop drawings, samples and other submittals within 10 business days of receipt of the item to determine compliance with the drawings and specifications. The CONSULTANT shall note approval or disapproval on the items and retain two (2) copies for the project record.
- 4.3. The CONSULTANT shall provide a written response to all requests for clarification and interpretation by the contract documents during construction within seven (7) business days unless granted an extension by the City's Project Manager.
- 4.4. The CONSULTANT shall visit the construction site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary or as the City requests in order to enable CONSULTANT to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, CONSULTANT shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). CONSULTANT shall keep the City informed of the progress of the work and will endeavor to guard the City against defects and deficiencies of the work in the manner and frequency requested by the City (typically weekly).
- 4.5. The CONSULTANT shall conduct field observations of all disciplines involved including any required threshold inspection, resolving on-site problems and answering technical questions as construction progresses. Receive reports, review and recommend approval of testing laboratory claim vouchers or rejection of the materials.
- 4.6. The CONSULTANT shall attend **bi-weekly** construction meetings for the entire duration of the construction phase, including preparation of meeting addenda and minutes and provide written reports of on-site observations of the work at the request of the City's Project Manager.
- 4.7. The CONSULTANT shall review Contractor's pay applications request, within 10 business days of receipt from the City and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications. The CONSULTANT shall verify construction schedule and critical path and report status to City's Project Manager.

- 4.8. The CONSULTANT shall review contractor's change order requests and claims and forward recommendations and cost evaluations of the change order or claim to the City's Project Manager. The CONSULTANT's review of submittals will be promptly completed, but no longer than ten (10) business days from receipt of submittals.
- 4.9. The CONSULTANT shall co-prepare a final punch list with the City's Project Manager; participate in final inspections, equipment and system start-ups as necessary. The CONSULTANT shall coordinate and deliver from the contractor all written guarantees, bonds, warranties, parts lists, and operations and maintenance manuals to the City's Project Manager. The CONSULTANT shall be responsible for providing special inspections required by the design project, if applicable; CONSULTANT shall provide written reports and inspection logs. This includes special inspection for concrete, structural masonry, and bolts installed in concrete. **Payment for such services will be through a reimbursable allowance.**
- 4.10. The CONSULTANT shall prepare a checklist comparing LEED and FGBC elements from the current design plans and estimated cost to certify the facility. Upon City's review, the CONSULTANT shall coordinate and manage LEED or FGBC consultant and Contractor to assure successful compliance of the requirements of the modeling, commissioning any other element pursuant to the implementation and certification of the building. Including coordination of mechanical, electrical, plumbing and any other disciplines involved in order to achieve compliance for the project in general.
- 4.11. At the completion of construction a clean set of all red-lined record changes, indicating as-built conditions, shall be provided by the contractor to the CONSULTANT for final review and approval as part of the project close out process.
- 4.12. The CONSULTANT, in coordination with the contractor, shall provide all required project certifications and project close out for all aspects of the project defined within the scope of consulting services including FGBC certified level.

Deliverables:

Deliverables for this project shall consist of the following:

- Task 1** **Design Update Submittal**
List of Additional Testing or Surveys that may be required for the project
Preliminary Evaluation (Due Diligence Study) Including Budget Review
Project Schedule
Design Development Updated Plans & Documents
Opinion of Probable Cost of Existing plans and Design Development Updated Plans
- Task 2** **Construction Documents & Specifications Submittal**
Boundary and Topographic Survey Update
Geotechnical Report Update
Construction Plans & Documents (including, but not limited to, Specifications, Calculations, etc.)
Permitting - obtaining all permits and approvals for the Construction Documents
Construction Cost Estimate
Project Schedule Update
Preliminary Bid Documents and Technical Specifications
Preliminary construction schedule, final bid documents and technical specifications
- Task 3** **Bidding Services**
Final Bidding Package, including Bid Documents and Technical Specifications
Reviews and response to all City and bidder's Request For Information (RFI)
Bid Tabulation and Letter with Recommendations for Award.
- Task 4** **Construction Services**
Construction Administration including, but not limited to, review shop drawings, submittals, and RFI's, change orders, pay applications, etc.
Minutes from Bi-weekly Construction Progress Meetings
Periodic construction progress reports (per Item 4.4) from site visit inspections
Substantial Completion and Final Completion punch list
Approved as-built plans from Contractor
All required project certifications and project close out documentation

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

CITY'S RESPONSIBILITIES

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

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 through 2 inclusive within four (4) months of written Notice to Proceed. Task 3 and 4 start date will be dependent on later dates of bidding for construction phase established by Public Works, Engineering Division. Construction is anticipated to take approximately eleven (11) months, while project close out it is estimated to take approximately two (2) months.

PROJECT FUNDING

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

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-CONSULTANT fees, if any, are shown on "Exhibit 3" attached hereto and made a part hereof.

Billing shall be per the final negotiated not to exceed price.

Invoices shall be processed based on completed work or approved percentage of task completed determined by the City's Project Manager. City's Project Manager shall review and approve all invoices prior to processing final pay request.

CITY CONTACTS
FIRE STATION No. 54

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

Luisa Fernanda Arbeláez, P.E.

Project Manager II
Public Works
City of Fort Lauderdale
City Hall, 4th Floor Engineering
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Fort Lauderdale, FL 33301
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Annalise Mannix, P.E., M.S.

Senior Project Manager
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Pedram Zohrevand, PhD, P.E.

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CONSULTANT CONTACTS

FIRE STATION No. 54

Cordova Mendez Design Group (Civil)

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rosana@cordovamendez.com
(954) 370-7866

Johnson Structural Group (Structural)

Mark Johnson
3500 NW Boca Raton Blvd., Suite 618
Boca Raton, FL 33431
markj@johnsonstructural.com
(561) 982-8999

Hammond & Associates (MEP/FP)

Eric Hammond
7348 NW 5th Street
Plantation FL 33317
erich@hammondengineers.com
(954) 327-7111

Curtis & Rogers (Landscape Architect)

Jean Lee
7520 S. Red Road, Suite M
South Miami, FL 33143
Jean@curtisrogers.com
(305) 442-177

CMS (Cost Consulting)

Keith Emery, President
10 Fairway Drive, Suite 301
Deerfield Beach, FL 33441
kemery@cms-construction-services.com
954-481-1611

Stoner & Associates (Surveying)

James D. Stoner, P.S.M., President
4341 SW 62nd Avenue
Davie, FL 33314
Jstoner@stonersurveyors.com
954-585-0997

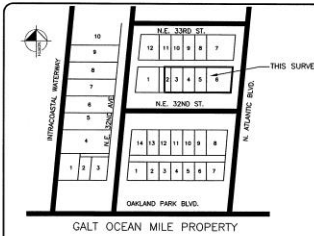
Terracon Consultants, Inc. (Geotechnical)

Thomas J. Tepper, P.E., Senior Engineer
5371 NW 33rd Avenue
Suite 201
Fort Lauderdale, FL 33309
tjtepper@terracon.com
954-741-8282

ATTACHMENTS

ATTACHMENT 1 – LOCATION MAP (PRELIMINARY SURVEY)

FIRE STATION No. 54 PROJECT



LOCATION MAP
NOT TO SCALE

- LEGEND:**
- BROWARD COUNTY RECORDS
 - ALTA/ACSM PLATS
 - CALCULATED DISTANCE BASED ON ALTA/ACSM FIELD TRAVELER
 - CONCRETE
 - DUCTILE IRON PIPE
 - FLOW LINE NORTH (ELEVATION)
 - IRON ROD
 - IRON PIPE
 - IRON ROD WITH SURVEY CAP
 - LICENSED MEASUREMENTS
 - MANHOLES
 - WALL OR CURB
 - UTILITIES BASED ON PLAN OF RECORD
 - P.B.
 - PLAT BOOK
 - PERMANENT CONTROL POINT
 - PLS
 - PROFESSIONAL LAND SURVEYOR
 - R/W
 - RIGHT-OF-WAY
 - SEWER
 - SANITARY
 - STORM
 - TERRAIN
 - TOPO ELEVATION
 - WATER
 - OVERSIZED WIRES
 - OVERSIZED WIRE PIPE
 - PVC
 - STAINLESS STEEL PIPE
 - UNDERGROUND TELEPHONE LINES
 - WATER LINES

SURVEYOR'S REFERENCES:

- BROWARD COUNTY PROPERTY APPRAISER'S NETWORK.
- BROWARD COUNTY OFFICIAL RECORDS SEARCH WEBSITE.
- CITY OF FORT LAUDERDALE PROPERTY INFORMATION REPORTER.
- COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY (ISSUING AGENT): LANDMAN TITLE SERVICES, INC. FOND FILE NUMBER: 10-2013-000885-A1, EFFECTIVE DATE: JANUARY 11, 2013 @ 11:00 P.M. AGENT'S FILE REFERENCE: 12-114.
- CITY OF FORT LAUDERDALE PROJECT # 10814, FIRE STATION NO. 54, BUILDING REPLACEMENT, FILE NO. 4-130-07, DATED 1/29/07.
- STONER & ASSOCIATES, INC. PROJECT NO. 12-7816 (AS TO UNDERGROUND UTILITIES)
- STONER & ASSOCIATES, INC. PROJECT NO. 13-7878 (THIS SURVEY)
- PLAT OF "GALT OCEAN MILE," RECORDED IN PLAT BOOK 34, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENTS TO ITEMS NOTED UNDER TITLE COMMITMENT – SCHEDULE B-II

- THE ENCUMBRANCES AND OTHER MATTERS OF RECORD SHOWN HEREON ARE BASED UPON COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY (ISSUING AGENT): LANDMAN TITLE SERVICES, INC. FOND FILE NUMBER: 10-2013-000885-A1, EFFECTIVE DATE: JANUARY 11, 2013 @ 11:00 P.M. AGENT'S FILE REFERENCE: 12-114.
- NO COMMENT FROM SURVEYOR, NOT A MATTER OF SURVEY.
 - NO COMMENT FROM SURVEYOR, NOT A MATTER OF SURVEY.
 - NO COMMENT FROM SURVEYOR, NOT A MATTER OF SURVEY.
 - THE SURVEYED PROPERTY IS AFFECTED BY ALL MATTERS CONTAINED ON THE PLAT OF GALT OCEAN MILE SUBDIVISION, AS RECORDED IN PLAT BOOK 34, PAGE 18, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID MATTERS, IN WHOLE OR IN PART, ARE NOT SPECIFICALLY PLOTTABLE IN THIS SURVEY.
 - INTENTIONALLY OMITTED.
 - NO COMMENT FROM SURVEYOR, NOT A MATTER OF SURVEY.

LEGAL DESCRIPTION:

LOTS 2, 3, 4, 5 AND 6, BLOCK 5, GALT OCEAN MILE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE WEST 18.87 FEET THEREOF, SAID LOTS LYING, SITUATE AND BEING ON BROWARD COUNTY, FLORIDA.

SURVEY NOTES:

- THIS SURVEY REPRESENTS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN CHAPTER 22-17 FLORIDA ADMINISTRATIVE CODE. ALSO THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSRP.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SURVEY IS LIMITED TO (1) THE DOCUMENTATION OF THE PERIMETER OF THE PARCEL OF LAND SHOWN HEREON BY MONUMENTING THE BOUNDARY LINES FOR THE PURPOSE OF DESCRIBING SAID PARCEL; (2) LOCATION OF ABOVE GROUND IMPROVEMENTS AND SPOT ELEVATIONS WITHIN THE SUBJECT PROPERTY AND N.E. 32ND STREET AS SPECIFIED IN TABLE A; (3) LOCATION OF UNDERGROUND UTILITIES.
- THE LEGAL DESCRIPTION SHOWN HEREON AND ANY ENCUMBRANCES SHOWN ON THE SURVEY ARE PER COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FOND FILE NUMBER: 10-2013-000885-A1, SUPPLIED BY THE CLIENT.
- THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS, OVERTOURS OR INADEQUACIES.
- THE SURVEYED PROPERTY CONTAINS AN AREA OF 14,862 SQUARE FEET (0.3366 ACRES), MORE OR LESS.
- THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, ENCUMBRANCES OR OTHER MATTERS OF RECORD BY STONER & ASSOCIATES, INC. STONER & ASSOCIATES, INC. DID NOT SEARCH THE PUBLIC RECORDS OF BROWARD COUNTY FOR MATTERS AFFECTING THIS PROPERTY.
- THE ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NVD88), ESTABLISHED FROM NATIONAL GEODESIC SURVEY VERTICAL CONTROL, POINT DESIGNATED AS 28243 PLATT, FLORIDA, ADDRESS DESCRIBED AS FOLLOWS: BENCH MARK DISK STAMPED 28263 PLATT LOCATED ON THE NORTHEAST BRIDGE ABUTMENT OF THE OAKLAND PARK BLVD OVERBRIDGE OVER THE HORN CREEK, NAD83 ELEVATION = 24.227.
- SUBSURFACE UTILITIES SHOWN HEREON, EXCEPT STORM AND SANITARY SEWER, WERE MARKED ON THE GROUND BY ORANGE YELLOW BATTERY OPERATED LIGHTS UNLESS STONER & ASSOCIATES, INC. (S&A) PROJECT NO. 12-7816, S&A IS NOT RESPONSIBLE FOR THE IDENTIFICATION, ACCURACY OR COMPLETENESS OF SAID MARKINGS, BEFORE CONSTRUCTION OR EXCAVATION CONTACT "STONER" ONE CALL SERVICE: (800) 423-4730 / 400 OR APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF SUBSURFACE UTILITIES.
- THE PROPERTY SHOWN HEREON IS LOCATED WITHIN FLOOD ZONE X, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 120120017, COMMUNITY NUMBER 12010 (CITY OF FORT LAUDERDALE), EFFECTIVE DATE AUGUST 18, 1992.
- THE SYMBOLS RELECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY; THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REFLECT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
- THE INFORMATION REPORTED ON THIS MAP REPRESENTS THE RESULTS OF THE SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME; DATE OF LAST FIELD SURVEY WORK: FEBRUARY 14, 2013.
- THE SURVEYOR DID NOT INSPECT THE PROPERTY FOR ENVIRONMENTAL HAZARDS.
- THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
- THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING REPAIRS.
- THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.
- THE STORM DRAINAGE AND SANITARY SEWER AS-BUILT DATA SHOWN HEREON WAS COLLECTED FOR ENGINEERING DESIGN PURPOSES ONLY. THE AS-BUILT DATA IS LIMITED TO RW ELEVATIONS, MANHO ELEVATIONS, PIPE SIZES AND PIPE TYPES. THE SURVEYOR DID NOT PHYSICALLY ENTER ANY OF THE STRUCTURES. ALL OF THE MEASUREMENTS WERE COLLECTED WITHIN THE STRUCTURES (E. EXCEPTED BY HOLE) EXCEPTING IN ACTIVE FACILITIES WITH WATER AND EFFLUENT PRESENT. THE CONNECTIONS BETWEEN STRUCTURES WERE NOT INSPECTED AND THE CONDITION OF THE PIPES WAS NOT DETERMINED. CRITICAL CONNECTIONS SHOULD BE VERIFIED WITH THE FACILITIES PLUMBER DUMP AND CLEANED OUT TO FACILITATE ACCURATE COLLECTION OF AS-BUILT DATA. THE SIZE AND TYPE OF PIPES SHOULD BE CONFIRMED BEFORE UNDERSIING REPLACEMENT PIPES OR CONNECTING PIPES.
- THIS FIRM HAS IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF THIS SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR POSITIVE IDENTIFICATION OF TREE SPECIES. THE SURVEYOR HAS APPROXIMATED AND MEASURED THE GREATEST HEIGHT. ONLY TRESS WITH COLOR WERE NOT LOCATED AND ARE NOT SHOWN. EXOTIC TREES SUCH AS MELALEUCA, BRAZILIAN PEPPER AND AUSTRIAN PINE WERE NOT LOCATED OR SHOWN HEREON.
- THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY STONER & ASSOCIATES, INC. (S&A). S&A HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT, WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY WHICH BEARS THE SIGNED SURVEYOR'S ATTESTATION SEAL IF APPLICABLE TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. S&A MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR RECEIVED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT S&A DIRECTLY FOR VERIFICATION OF ACCURACY.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THE VERTICAL AND HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS 80.15".
- THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/200 OR SMALLER.
- CURRENT PROPERTY OWNER: P.D.K.N. P.-4, LLC, BROWARD COUNTY PROPERTY APPRAISER PARCEL ID # 4943-19-01-0700

CERTIFIED TO:

CITY OF FORT LAUDERDALE
LANDMAN TITLE SERVICES, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

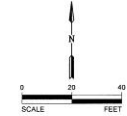
CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSRP, AND INCLUDES 1, 2, 3, 4, 5, 6, 8, 9, 11(0), 14, 16, 17, 18 AND 21 OF SAID A, THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 14, 2013.

DATE OF PLAN OR MAP: FEBRUARY 19, 2013

WALTER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6081
STATE OF FLORIDA
STONER AND ASSOCIATES, INC. L.B. 6833
wst@stoha.com/surveyors.com

02/27/13



DATE OF SURVEY	02/14/13
DATE OF SCALE	1" = 20'
PROJECT NO.	10814
FILE NO.	4943-19-01-0700
MAP ID	MAPUP-PLOT

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	DESCRIPTION

PROJECT # P10914
GALT OCEAN MILE PROPERTY
LAND SWAP
ALTA/ACSM LAND TITLE SURVEY
3201 N.E. 32ND STREET, FORT LAUDERDALE

SHEET NO.	1	OF	1
TOTAL CAD FILE	10914-001-ALTA-SURV		
ISSUING FILE NO.	4-130-07		

ATTACHMENT 2 – PROJECT TENTATIVE SCHEDULE
FIRE STATION No. 54

	Event	Start Date	End Date
	Notice To Proceed	08-24-2015	
	Data Collection	08-25-2015	09-29-2015
	Design Update Phase	09-30-2015	10-28-2015
	Update Design City Review	10-29-2015	11-06-2015
	Construction Documents Phase	11-09-2015	12-21-2015
	100% Plan Submittal	12-22-2015	
	100% City Review & Permit	12-23-2015	01-27-2016
	Bidding & Award Services	01-28-2016	03-03-2016
	Construction Services	03-04-2016	02-03-16

Note: A revised schedule will be provided at the end of schematic design after meeting with permitting agencies to verify submittal timeframes. City Review, Permit, Bid, etc. are all estimates, but controlled by the City.

EXHIBIT B-1

TERMS OF COMPENSATION

FIRE STATION No. 54

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

Task Title	Consultant	Sub Consultant	Total
Budget Estimate of Probable Construction Cost	\$ 1,595.00	\$ 2,025.00	\$ 3,620.00
Design Update	\$ 12,810.00	\$ 27,638.00	\$ 40,448.00
Construction Documents	\$ 9,750.00	\$ 30,726.00	\$ 40,476.00
Permit Phase	\$ 7,820.00	\$ 4,834.00	\$ 12,654.00
Bidding Services	\$ 3,075.00	\$ 3,488.00	\$ 6,563.00
Construction Administration	\$ 32,105.00	\$ 47,076.00	\$ 79,181.00
Close-Out	\$ 1,865.00	\$ 2,079.00	\$ 3,944.00
Sub-total	\$ 69,020.00	\$ 117,866.00	\$ 186,886.00
Additional Services			
Initial Budget Cost Estimate			\$ 26,983.00
Update Survey			\$ 2,100.00
Update Soils Report			\$ 1,390.00
FGBC Administrative Fee (LEED Option)			\$ 19,800.00
FGBC Registration Fee			\$ 3,000.00
Reimbursable & Permit Fee Allowance			\$ 40,000.00
Sub-total			\$ 93,273.00
Grand total			\$ 280,159.00

Task No.	DESCRIPTION	Architecture, Interiors							MEP, Fire Protection, Technology						
		Principal Architect	Project Manager	Senior Arch / Interior Designer	Project Arch / Interior Designer	CAD Technician	Construction Administrator	Administration / Clerical	Principal Engineer	Senior M, E or P Engineer / Manager	Design M, E or P Engineer	Senior Technician	CAD Operator	Secretary / Clerical	Administration Manager
1.1	Budget Estimate of Probable Construction Cost														
1.1.1	Review documents with Estimator	1	2	0	0	0	0	0	1	1	0	0	0	0	0
1.1.2	Budget cost estimate (see separate fee)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.1.3	Review meeting with City	0	2	0	0	0	0	0	0	1	0	0	0	0	0
1.1.4	Scope adjustment meeting with City	2	2	0	0	0	0	1	0	2	0	0	0	1	0
	TOTAL HOURS:	3	6	0	0	0	0	1	1	4	0	0	0	1	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Budget Estimate	\$600	\$930	\$0	\$0	\$0	\$0	\$65	\$190	\$460	\$0	\$0	\$0	\$40	\$0
		\$1,595							\$2,825						
1.2	Design Update														
1.2.1	Review existing documentation	1	4	0	2	0	0	0	1	3	0	0	0	1	0
1.2.2	Review site conditions	0	2	0	2	0	0	0	0	3	3	0	0	0	0
1.2.3	Review new code requirements	0	4	0	0	0	0	0	0	3	3	0	0	0	0
1.2.4	Preliminary meetings with jurisdictional agencies	0	2	0	0	0	0	0	0	0	0	0	0	0	0
1.2.5	Redesign Options	0	4	0	24	24	0	0	0	3	12	12	0	1	0
1.2.6	Review meetings with City	1	2	0	0	0	0	0	0	2	0	0	0	0	0
2.1															
2.1.1	Coordination with sub-consultants	0	1	0	2	0	0	0	0	1	9	0	0	0	0
2.1.2	Final Design Refinement	0	2	0	8	16	0	0	0	12	36	0	0	0	0
2.1.3	Design Submittal	0	1	0	2	0	0	0	0	1	3	3	0	3	0
	TOTAL HOURS:	2	22	0	40	40	0	0	1	16	42	12	0	5	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Design Update	\$400	\$3,410	\$0	\$5,000	\$4,000	\$0	\$0	\$190	\$1,840	\$3,948	\$4,590	\$0	\$200	\$0
		\$9,750							\$30,726						
2.2	Construction Documents														
2.2.1	Prepare Construction Documents	1	4	0	60	0	0	0	1	3	9	54	0	0	0
2.2.2	Prepare revisions to Technical Specifications	0	2	0	4	0	0	0	1	0	3	0	0	6	0
2.2.3	Review meetings with City and contractor	0	4	0	0	0	0	0	0	0	2	0	0	0	0
	TOTAL HOURS:	1	10	0	64	0	0	0	2	3	14	54	0	6	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Construction Documents	\$200	\$1,550	\$0	\$8,000	\$0	\$0	\$0	\$380	\$345	\$1,316	\$4,860	\$0	\$240	\$0
		\$9,750							\$30,726						
2.3	Permit Phase														
2.3.1	Provide S/S Documents to contractor for permit submittal	2	2	0	0	0	0	0	1	0	0	1	0	0	0
2.3.2	Meet with jurisdictional agencies	0	4	0	0	0	0	0	0	2	0	0	0	0	0
2.3.3	Respond to comments	0	2	0	8	12	0	4	0	2	3	3	0	2	0
2.3.4	Resubmit documents as required	0	24	0	0	0	0	0	0	1	3	1	0	0	0
	TOTAL HOURS:	2	32	0	8	12	0	4	1	5	6	5	0	2	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Permit Phase	\$400	\$4,960	\$0	\$1,000	\$1,200	\$0	\$260	\$190	\$575	\$564	\$450	\$0	\$80	\$0
		\$9,750							\$4,834						
3.1	Bidding Services														
3.1.1	Attend pre-bid meeting	1	2	0	0	0	0	0	0	1	0	0	0	0	0
3.1.2	Respond to any RFIs	0	2	0	4	0	0	4	0	1	3	3	0	0	0
3.1.3	Issue addendum	0	2	0	4	0	0	1	0	0	2	2	0	1	0
3.1.4	Review bids with City	0	4	0	0	0	0	0	0	1	2	0	0	0	0
	TOTAL HOURS:	1	10	0	8	0	0	5	0	3	7	5	0	1	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Bidding Services	\$200	\$1,550	\$0	\$1,000	\$0	\$0	\$325	\$0	\$345	\$658	\$450	\$0	\$40	\$0
		\$9,750							\$3,488						
4.1	Construction Administration														
4.1.1	Attend pre-construction conference	0	2	0	0	0	2	0	0	2	0	0	0	0	0
4.1.2	Review shop drawings, samples etc.	0	2	0	4	0	20	0	0	2	18	3	0	0	0
4.1.3	Provide response to RFIs	0	2	0	4	0	32	4	0	0	18	9	0	0	0
4.1.4	Site observations and reports	2	6	0	0	0	60	8	2	0	60	0	0	9	0
4.1.5	Attend OAC meetings	0	4	0	0	0	32	0	0	0	18	0	0	0	0
4.1.6	Review contractor pay applications	0	10	0	0	0	0	0	0	0	0	0	0	0	0
4.1.7	Review any contractor change order requests	0	2	0	0	0	4	0	0	0	6	0	0	0	0
4.1.8	Prepare punch-list	0	1	0	0	0	12	0	0	3	18	0	0	2	0
4.1.9	Substantial completion review	1	1	0	0	0	8	0	0	1	3	0	0	1	0
4.1.10	Final completion review	0	1	0	0	0	8	0	0	1	3	0	0	1	0
	TOTAL HOURS:	3	31	0	8	0	178	12	2	27	144	12	0	13	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Construction Administration	\$600	\$4,805	\$0	\$1,000	\$0	\$24,920	\$780	\$380	\$3,105	\$13,536	\$1,080	\$0	\$520	\$0
		\$9,750							\$47,074						
4.2	Close-Out														
4.2.1	Review as-built drawings provided by contractor	0	1	0	0	0	8	0	0	1	0	0	0	0	0
4.2.2	Final certifications	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.2.3	Warranty walk-thru	0	2	0	0	0	2	0	0	3	0	0	0	0	0
	TOTAL HOURS:	0	3	0	0	0	10	0	0	4	0	0	0	0	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals: Close-Out	\$0	\$465	\$0	\$0	\$0	\$1,400	\$0	\$0	\$460	\$564	\$0	\$0	\$0	\$0
		\$9,750							\$2,079						
Summary															
	TOTAL HOURS:	12	114	0	128	52	188	22	7	62	219	127	0	28	0
	HOURLY RATE:	\$200	\$155	\$150	\$125	\$100	\$140	\$65	\$190	\$115	\$94	\$90	\$69	\$40	\$79
	Extended Totals Summary	\$2,400	\$17,670	\$0	\$16,000	\$5,200	\$26,320	\$1,430	\$1,330	\$7,130	\$20,586	\$11,430	\$0	\$1,120	\$0

Structural				Civil Engineering									Landscape, Irrigation					TOTALS
Principal Engineer	Project Engineer	Drafting	Administration	Principal Engineer	Project Manager	Senior - Engineer / Planner	Engineer	Senior - Designer / Draftsman	CAD Technician	Construction Manager	Field Observation	Administrative Support	Senior Landscape Architect	Project Landscape Architect	Landscape Architect	Landscape Designer	Administrative Support	
1	1	0	0	1	1	0	0	0	0	0	0	0	1	1	0	0	0	11
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	4
0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	10
1	1	0	0	1	4	0	0	0	0	0	0	0	1	1	0	0	0	25
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$175	\$110	\$0	\$0	\$180	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$120	\$0	\$0	\$0	\$3,620
2	4	0	1	1	1	2	0	0	0	0	0	1	2	2	0	2	1	31
0	0	0	0	0	1	2	0	0	0	0	0	0	1	4	0	1	0	19
1	4	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	10
0	0	0	0	0	0	4	0	0	0	0	0	0	1	0	0	0	0	7
2	8	0	0	0	0	8	0	0	12	0	0	0	4	0	0	20	0	134
0	0	0	0	0	0	2	0	0	0	0	0	0	1	0	0	0	0	8
0	4	0	0	0	0	2	0	0	2	0	0	0	1	0	2	0	0	23
1	8	40	1	0	0	2	0	0	0	0	0	0	1	0	0	0	0	139
0	1	0	0	0	0	1	0	0	2	0	0	1	0	1	0	1	1	21
6	29	40	2	1	2	23	0	0	22	0	0	2	3	15	0	32	2	398
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$1,050	\$3,190	\$2,600	\$60	\$180	\$300	\$2,760	\$0	\$0	\$1,540	\$0	\$0	\$90	\$450	\$1,800	\$0	\$2,720	\$130	\$40,448
4	24	80	0	2	4	8	0	0	80	0	0	1	2	4	0	40	1	362
0	0	0	2	1	2	4	0	0	0	0	0	2	1	2	0	0	1	37
0	4	0	0	0	4	8	0	0	0	0	0	0	2	0	2	0	0	26
4	34	80	2	3	10	20	0	0	80	0	0	3	3	8	0	42	2	425
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$700	\$1,740	\$5,200	\$60	\$540	\$1,500	\$2,400	\$0	\$0	\$4,200	\$0	\$0	\$135	\$450	\$960	\$0	\$3,570	\$130	\$40,476
1	1	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	11
0	0	0	0	0	1	2	0	0	0	0	0	0	1	0	0	0	0	10
0	1	4	1	0	0	2	0	0	1	0	0	1	0	1	0	2	1	50
0	1	1	1	0	0	1	0	0	1	0	0	1	0	0	0	2	1	38
1	3	6	2	1	1	5	0	0	2	0	0	2	1	2	0	4	2	109
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$175	\$330	\$390	\$60	\$180	\$150	\$600	\$0	\$0	\$140	\$0	\$0	\$90	\$150	\$240	\$0	\$340	\$130	\$12,654
0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	6
0	1	2	0	0	0	2	0	0	1	0	0	1	0	1	0	1	1	27
0	0	0	0	0	0	1	0	0	0	0	0	1	0	1	0	1	0	14
0	1	0	0	0	1	1	0	0	0	0	0	0	0	1	0	0	0	11
0	2	2	0	0	2	4	0	0	1	0	0	2	0	3	0	2	1	60
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$0	\$330	\$130	\$0	\$0	\$300	\$480	\$0	\$0	\$70	\$0	\$0	\$90	\$0	\$360	\$0	\$170	\$65	\$6,503
0	2	0	0	0	2	0	0	0	0	2	0	0	0	2	0	0	0	14
0	0	2	0	0	2	0	0	0	0	20	0	0	0	1	0	4	1	85
0	8	2	0	0	2	0	0	0	0	10	0	4	0	1	0	4	1	107
0	12	0	2	1	1	0	0	0	0	24	40	4	1	2	0	20	2	257
0	3	0	0	0	0	0	0	0	0	24	12	0	3	1	0	4	0	105
0	1	0	0	0	1	0	0	0	0	4	0	0	0	2	0	0	0	26
0	0	0	0	0	1	0	0	0	0	4	0	0	0	0	0	0	0	23
0	1	0	1	0	1	0	0	0	0	0	0	2	0	1	0	2	1	51
0	1	0	0	0	1	0	0	0	0	2	0	0	0	0	0	2	0	21
0	0	0	0	0	1	0	0	0	0	2	0	0	1	1	0	1	1	21
0	36	4	4	1	12	0	0	0	0	104	52	10	2	11	0	37	6	730
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$0	\$3,960	\$260	\$120	\$180	\$1,800	\$0	\$0	\$0	\$0	\$13,000	\$3,380	\$450	\$450	\$1,320	\$0	\$3,145	\$390	\$79,181
0	1	0	0	0	0	2	0	0	0	0	0	0	0	1	0	0	0	20
0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	3
0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	0	0	10
0	1	0	0	1	0	4	0	0	0	0	0	1	0	2	0	0	0	32
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$0	\$110	\$0	\$0	\$180	\$0	\$480	\$0	\$0	\$0	\$0	\$0	\$45	\$0	\$240	\$0	\$0	\$0	\$3,944
12	107	132	10	8	31	56	0	0	85	104	52	20	11	42	0	117	13	1759
\$175	\$110	\$65	\$30	\$180	\$150	\$120	\$100	\$95	\$70	\$125	\$65	\$45	\$150	\$120	\$95	\$85	\$65	
\$2,100	\$11,770	\$8,580	\$300	\$1,440	\$4,650	\$6,720	\$0	\$0	\$5,950	\$13,000	\$3,380	\$900	\$1,650	\$5,040	\$0	\$9,345	\$945	\$186,886

EXHIBIT B-2

HOURLY BILLING RATE SCHEDULE
FOR TASK ORDERS FOR ADDITIONAL SERVICES
(Valid Until Contract Expiration)

ARCHITECTURAL SERVICES AND CONSTRUCTION ADMINISTRATION
FIRE STATION No. 54

Firm / Discipline	Hourly Rate
PGAL / Architect	
Principal	\$200.00
Project Manager	\$155.00
Senior Architect / Designer / Interior Designer	\$150.00
Architect / Designer / Interior Designer	\$125.00
Technician / CAD Drafting	\$100.00
Construction Administrator	\$140.00
Administrator	\$ 65.00
Cordova Mendez Design Group / Civil Engineer	
Principal	\$180.00
Project Manager	\$150.00
Senior Engineer	\$120.00
Senior Planner	\$120.00
Engineer	\$100.00
Senior Designer / Drafter	\$ 95.00
Engineering CAD Technician	\$ 70.00
Construction Manager	\$125.00
Inspector	\$ 65.00
Administrative Support	\$ 45.00
Johnson Structural Group, Inc. / Structural Engineer	
Principal Engineer	\$175.00
Project Engineer	\$110.00
Drafting	\$ 65.00
Administration	\$ 30.00
Hammond & Associates, Inc. / MEP Engineer	
Principal	\$190.00
Project Manager	\$115.00
Senior Engineer	\$115.00
Design Engineer	\$ 94.00
Senior Technician	\$ 90.00
CAD Operator	\$ 69.00
Secretary	\$ 40.00
Administration Manager	\$ 79.00
Curtis & Rogers Design Studio, Inc. / Landscape Architect	
Senior Landscape Architect	\$150.00
Project Landscape Architect	\$120.00
Landscape Architect	\$ 95.00
Landscape Designer	\$ 85.00
Administrative Support	\$ 65.00

EXHIBIT B-3

ADDITIONAL SUB-CONSULTANTS WITH FLAT RATE TOTALS
FOR
ARCHITECTURAL SERVICES AND CONSTRUCTION ADMINISTRATION
FIRE STATION No. 54

Cost Consulting – \$26,893.00

C.M.S.-Construction Management Services, Inc.

10 Fairway Drive, Suite 301

Deerfield Beach, FL 33441

Keith Emery, President

kemery@cms-construction-services.com

954-481-1611

Surveying – \$2,100.00

Stoner & Associates, Inc.

4341 SW 62nd Avenue

Davie, FL 33314

James D. Stoner, P.S.M., President

Jstoner@stonersurveyors.com

954-585-0997

Geotechnical – \$1,390.00

Terracon Consultants, Inc.

5371 NW 33rd Avenue, Suite 201

Fort Lauderdale, FL 33309

Thomas J. Tepper, P.E., Senior Engineer

tjtepper@terracon.com

954-741-8282



July 30, 2015

City of Fort Lauderdale
Attn.: Hardeep Armand, P.E.
Public Works Director
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Re: Fire Station # 54

Dear Mr. Armand,

This letter will serve as a formal request from PGAL (CONSULTANT) to utilize the following sub-consultants, not originally listed in our proposal for the above referenced project.

CMS (Cost Consulting)

10 Fairway Drive
Suite 301
Deerfield Beach, FL 33441
Keith Emery, President
kemery@cms-construction-services.com
954-481-1611

Stoner & Associates (Surveying)

4341 SW 62nd Avenue
Davie, FL 33314
James D. Stoner, P.S.M., President
jstoner@stonersurveyors.com
954-585-0997

Terracon Consultants, Inc. (Geotechnical)

5371 NW 33rd Avenue
Suite 201
Fort Lauderdale, FL 33309
Thomas J. Tepper, P.E., Senior Engineer
titepper@terracon.com
954-741-8282

Please indicate authorization for use of these sub-consultant services on this project by signing below and returning a copy to me.

Sincerely,



Ian A. Nestler, AIA, LEED AP
Principal

ACCEPTANCE OF REQUEST

By: _____

Name: Hardeep Armand, P.E.

Title: Public Works Director