

## AGREEMENT

THIS IS AN AGREEMENT made and entered into this 18th day of August, 2020, by and between:

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

and

AECOM Technical Services, Inc., a California Corporation authorized to conduct business in the state of Florida, (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of August 18th, 2020, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance **Consultant Services for a New Police Headquarters for the City of Fort Lauderdale, RFQ No. 12335-206** (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 **ADDITIONAL SERVICES:** Services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.2 **AGREEMENT:** Means this document between the CITY and CONSULTANT dated August 18th, 2020, and any duly authorized and executed Amendments to Agreement.
- 1.3 **BASIC SERVICES:** Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.4 **CONSULTANT'S PERIODIC ESTIMATE 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.

- 1.5 CHANGE ORDER: A written order to approved by the CITY authorizing a revision of this agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
  - 1.6 CITY: The City of Fort Lauderdale, a Florida municipality.
  - 1.7 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
  - 1.8 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
  - 1.9 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
  - 1.10 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.
  - 1.11 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.
  - 1.12 CONSTRUCTION STANDARDS: Generally, the construction standards shall be as defined in the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions. City's Public Works Director or designee may modify or establish new standards to suit the requirements of a specific project.
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- 1.13 CONSULTANT: **AECOM Technical Services, Inc.**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
  - 1.14 CONTRACT ADMINISTRATOR: The Public Works Director for 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.
  - 1.15 CONSTRUCTION MANAGER AT RISK: 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.

- 1.16 DEPARTMENT DIRECTOR: The director of the Public Works Department for the City of Fort Lauderdale.
- 1.17 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.
- 1.18 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.
- 1.19 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.20 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.21 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.22 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.
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- 1.23 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.24 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.25 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.
- 1.26 SPECIFICATIONS: The specifications referred to in this agreement shall be as required by the consultant's design engineer or engineer-of-record. Generally, they should follow the most recent specifications published by professional organizations, State, County or City and modified to suit the requirements of a specific project.
- 1.27 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.28 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.29 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.30 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

## ARTICLE 2

### PREAMBLE

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

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

ARTICLE 3  
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Consultant Services for a New Police Headquarters for the City of Fort Lauderdale, FL, 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 CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.3 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4  
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Contract and applicable 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

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 5.3 Under all Task Orders and Projects, CITY may require 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:
- 5.3.1 Providing additional copies of reports, contract drawings and documents; and
- 5.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. 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.
- 5.5 If, in the opinion of the CITY, CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify CONSULTANT in writing. CONSULTANT has 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 CONSULTANT fails to cure within the ten (10) working days, the CITY may notify CONSULTANT to discontinue all work under the specified Task Order. 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. CONSULTANT shall be paid for all works performed and accepted by the CITY prior to Termination. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.
- 5.6 A Not to Exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor cost by categories of

employees, work hours and hourly rate; overhead; direct non-salary expenses including reimbursables and profit, or as required by individual Task Order.

**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 (Exhibit D), 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. 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.
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- 6.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The time for the performance of services described Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.

- 6.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned Task Order and any additional project related Task Orders for additional services.

## ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

### 7.1 AMOUNT AND METHOD OF COMPENSATION

The primary method of compensation shall be the Not to Exceed Amount method. However, there are specific items indicated in Exhibit B of this contract where a Lump Sum method of compensation has been determined to be in the CITY's best interest. For that reason, explanations of the two methods are indicated below:

#### 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 \$3,927,146, WRITTEN: Three Million Nine Hundred and Twenty-Seven Thousand One Hundred and Forty Six Dollars, and to reimburse CONSULTANT for Reimbursables as described in Section 7.2, up to a Not to Exceed Amount of \$150,000.00, for a total Not to Exceed Amount of \$4,077,146. **WRITTEN Four Million Seventy-Seven Thousand One Hundred and Forty Six Dollars**. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services, in the Tasks set forth in Exhibit "B" – Table of Task and Fees as Not to Exceed, 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."

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

#### 7.1.2 Lump Sum Compensation (Only to be used for specific Tasks as indicated in Exhibit B – Table of Task and Fees)

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" – Table of Task and Fees – Lump Sum method,

required under the terms of this Agreement a Lump Sum Amount of \$1,922,854, WRITTEN: One Million Nine Hundred and Twenty-Two Thousand Eight Hundred and Fifty Four Dollars. This compensation includes any agreed upon Reimbursables. It is understood that the method of compensation is that of Lump Sum, which means that CONSULTANT shall perform all services, set forth for total compensation in the amount stated in the Task Order. Cost to be in accordance with the Cost schedule per Exhibit B.

**7.1.3 TOTAL (Combination of both methods)**

CITY agrees to pay CONSULTANT as compensation for performance of all basic services as related to Exhibit "A" required under the terms of this Agreement up to a total of \$6,000,000, WRITTEN: Six Million Dollars.

This total includes a Not to Exceed Amount of \$3,927,146, and to reimburse CONSULTANT for Reimbursables as described in Section 7.2, up to a Not to Exceed Amount of \$150,000.00, for a total Not to Exceed Amount of \$4,077,146. As well as a Lump Sum Amount of \$1,922,854.

**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 \$150,000. 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 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 @ actual cost (when CITY requires/requests this service).
- E. Reproduction (Photocopy) 8 ½" x 11" B&W - \$0.04 each
- F. Printing / Binding – @ Actual Cost.
- G. Photographic Supplies & Services - @ Actual Cost.
- H. Bond Expenses – @ Actual Cost
- I. 11" x 17" B&W - @ \$0.07 Ea.
- J. 11" x 17" Color - @ \$0.15 Ea.
- K. 24" x 36" B&W @ \$0.15 per SF
- L. 24" x 36" Color @ \$6.00 per SF
- M. CD/DVD @ \$20.00 ea.
- N. Mounting to foamcore @ Actual Cost
- O. Mounting to gator foam @ Actual Cost
- P. GPS unit @ \$75.00 per day

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. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 Reimbursable sub-consultant expenses are limited to the items described above when the sub-consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request

for reimbursement. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.

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

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

#### 7.3.2 Lump Sum Compensation (Only to be used for specific items as indicated in Exhibit B)

CONSULTANT shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify

the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings of each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs and expense costs on a task basis, so that total hours and costs by task may be determined. CONSULTANT shall provide CITY with the percent complete of the Phase or Phase element or Task Order. CITY will review the percent complete of the authorized lump sum elements for reasonableness and approve payment consistent with the level of progress toward the defined lump sum scope element.

#### **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 scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 7.4.4 Payment will be made to CONSULTANT at:

3201 West Commercial Blvd. Suite 134  
Fort Lauderdale, Florida 33309

#### **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 The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY
- 8.3 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.

- 8.4 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 estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 9.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The City recognizes that Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or Consultant's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, Consultant does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- 9.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids

or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options:

- Consultant shall be required to amend at the sole cost and expense of Consultant the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the City;
- Consultant shall be required to provide at the cost and expense of Consultant re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The City may approve an increase in the Estimated Construction Cost of the project;
- The City may reject all bids or proposals and may authorize re-bidding;
- The City may if permitted, approve a renegotiation of the project within a reasonable time;
- The City may abandon the project and terminate Consultant's work authorization and Services for the project; or
- The City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project.

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

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT may be asked to attend pre-bid / proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 9.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or

rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.

- 9.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose.
- 9.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY
- 9.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT 's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional

damages which the CITY may otherwise incur.

- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

#### ARTICLE 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. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

## 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 and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

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

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

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

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

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

### 11.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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 on 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

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

#### 11.7 SUBCONSULTANTS

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

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 sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Timothy Haas and Associates

Hammond & Associates, Inc.

Keith and Associates

Thornton Thomasetti

Adams Consulting Group Inc.

Judi Witkin & Associates

Construction Moisture Consulting, Inc. (CMC)

## 11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior 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.

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may

not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### 11.11.2 Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

#### 11.11.3 Business Automobile Liability

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

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

#### 11.11.4 Workers' Compensation and Employer's Liability

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

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

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

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

- 11.11.5 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

#### Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

11.11.6 ADDITIONAL REQUIRED COVERAGES (for specialty contracts as determined by Risk Management)

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$3,000,000 each claim and \$5,000,000 aggregate.

Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the contract administrator and City's Risk Manager on a task order by task order basis.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**NOTE: CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON ALL LIABILITY POLICIES, WITH THE EXCEPTION OF WORKERS' COMPENSATION.**

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.

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

#### 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 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in one (1), signed Agreements, treated as the 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 of Fort Lauderdale Public Works Director  
1300 W. Broward Blvd.  
Fort Lauderdale, FL 33312  
Telephone: (954) 764-4357

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: Mr. Tim Blair  
AECOM Technical Services, Inc.  
2 Alhambra Plaza, Suite 900  
Coral Gables, FL 33134  
Telephone: (305) 716-5145  
Email: tim.blair@aecom.com

#### 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 ENVIRONMENTAL, HEALTH AND SAFETY

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

### 11.31 STANDARD OF CARE

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

### 11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

### 11.33 EVALUATION

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

### 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), with regard to the "Cuba Amendment," 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement 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 (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

### 11.34 Public Records

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL:**

**PRRCONTRACT@FORTLAUDERDALE.GOV.**

CONSULTANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be

required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the CONSULTANT does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of this Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### 11.35 INTELLECTUAL PROPERTY

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

#### 11.36 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and CONSULTANT disclaims any copyright in such materials. In the event of

and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the City as provided herein.

#### **11.37 REPRESENTATION OF AUTHORITY**

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

#### **11.38 NON-DISCRIMINATION**

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

#### **11.39 UNCONTROLLABLE CIRCUMSTANCES ('Force Majeure')**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 11.39.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 11.39.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 11.39.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 11.39.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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

CITY

ATTEST:



\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

CITY OF FORT LAUDERDALE, a  
municipal corporation of the State of  
Florida



By \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM,  
City Manager

(CORPORATE SEAL)

Approved as to form:



By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

AECOM Technical Services, Inc.

WITNESSES:

*Ira Zichlin*  
Signature  
IRA ZICHLIN

Print Name

*Robert D. Edgar*  
Signature  
ROBERT D. EDGAR

Print Name

By *Elisabeth A. Bernitt*

Attest:

By: *M.K.*  
Manav Kumar, Secretary

CORPORATE SEAL



STATE OF Florida :  
COUNTY OF Hillsborough :

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2020, by Elisabeth Bernitt, as SVP of AECOM Technical Services, Inc., a California corp. authorized to do business in Florida) who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Hanan Roum*  
Notary Public, State of  
(Signature of Notary taking Acknowledgment)

Hanan Roum  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/9/2021

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

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## I. Project Description and Approach

A. **Project Description** The Project is more particularly described in the Solicitation. However, generally and for anecdotal purposes only, the new Police Headquarters is anticipated to be 196,000 GSF in total size, with a parking garage for approximately 400 vehicles. It is anticipated that the building will be two – four stories in height. The project address is 1300 West Broward Blvd, Fort Lauderdale, Florida. The total site area is approximately 17 acres which will be subdivided into two separate lots. The new Police Headquarters and parking garage will be constructed on the eastern lot which will be approximately 5.4 acres. The city may acquire the .28 acre residential outparcel on the northeast side of the property. If parcel is purchased, it would then be incorporated into the new Police Headquarters project. The current police headquarters, located on this site, shall remain operational during construction. The current Police Headquarters will then be demolished, as part of this project, at the completion of the new facility. All other present uses, including but not limited to; Fleet Management and fueling stations, will remain operational during the construction period. Access to these areas and a minimum of 100 parking spaces must remain accessible during the construction period. The anticipated construction budget is approximately \$78,205,000. This budget includes construction of the parking garage, firing range, Police Headquarters facility, and site development. AECOM assumes that the construction of the Project shall be procured utilizing the construction management method specified as CMAR with multiple component packages as described in the Project Approach.

The facility will be designed to a risk category IV structure, designated as an essential facility and be CAT 5 hurricane rated. Program elements may include but are not limited to: office space, firing range (which may be located within the new facility, a separate standalone structure and or be integrated into a parking garage structure), interview / polygraph booths, training rooms, community room, property and evidence, quartermaster, patrol division, CID unit, real time crime center (RTCC), holding cells with processing area w/ sally port, administration, gym / physical agility, roll call, full kitchen, conference space, associated support areas such as IT, maintenance; a multi-level parking structure that has a higher first floor including electrical power outlets to store and charge larger vehicles, emergency operations center (EOC), and a data center. The final program will be validated during Task 1b. AECOM will as part of the basic services, incorporate acoustical design standards into the design. AECOM will rely on past experience and industry standards as they pertain to Police Headquarters.

## B. Project Approach

The City is interested in an expedited project schedule. AECOM will present the project plan and schedule to The City for early release of the following construction packages, these packages may be either Component Change Orders and /or Multiple GMP's:

To be included on CCO1 (Component Change Order # 1):

1. Parking Garage (including Firing Range) and perimeter landscape buffers to residential neighborhoods.

To be included on CCO2:

2. Initial Site Development: Installation of utility infrastructure and initial site development for Police Headquarters. SW 13th Avenue extending up to existing Fleet Maintenance Facility.

To be included on the GMP:

3. Construction new Police Headquarters (including Central Energy Plant). Demolition of outparcel residential buildings is not in the scope of this contract.

4. Demolition of existing Police Headquarters and portion of Fleet Maintenance Facility (if not able to demolish entire facility).
5. Final Site Development: Extension of SW 13th Avenue to Broward Boulevard and /or internal driveway to 14<sup>th</sup> Avenue; Final grading of future Linear Park along Broward Boulevard; and balance of final site development for project. Resurfacing and restriping of remaining site parking is not in the scope of this contract.

AECOM will facilitate development of three main budget milestones to incorporate the packages through close collaboration with the City and its Project Manager. The City plans to engage a Construction Manager at Risk (CMAR) as part of the project. It is assumed the CMAR will be engaged by the end of Schematic Design. AECOM will coordinate the design at the milestones defined herein with the CMAR to review and make recommendations to incorporate acceptable system alternates and constructability review comments to the design documents. The concept plan and re-baselined program will serve as the road map for the collective project team to continue to refine the design during the Schematic Phase.

### **C. Fee Structure**

AECOM has structured this fee proposal utilizing the Florida DMS (Department of Management Services) fee guidelines. Services are designated as Basic and Supplemental or Optional and outlined below.

#### **1. Basic and Supplemental Services**

AECOM anticipates the following combined services to perform the agreed upon scope of work:

- (1) Architecture
- (2) Building Engineering
  - (a) Structural
  - (b) Mechanical
  - (c) Plumbing
  - (d) Fire Protection
  - (e) Electrical
- (3) Interior Design
- (4) Parking Consultant
- (5) Boundary and Topographic Survey
- (6) ALTA / NSPS Survey
- (7) Utility Mapping
- (8) SUE (Subsurface Utility Engineering) – Horizontal Designation Services
- (9) Utility Provider Coordination
- (10) Landscape Architecture

- (11) Civil Engineering
- (12) Geotechnical Engineering
- (13) Permit Expediting Services
- (14) Program Verification
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- (22) Site Plan submission
- (23) Arborist – Three Inventory and Appraisal
- (24) Traffic Analysis and Signalization
- (25) Phase II ESA Updated Report

#### **D. Building Information Modeling (BIM)**

AECOM shall prepare a three-dimensional representation in electronic format of the physical and functional characteristics of the Project to facilitate design and construction documents. AECOM will develop a BIM execution plan for the Project. The BIM plan will outline expectations for coordination, modeling, and development level. The model will be developed to a Level of Development 300 during the Construction Documents Phase. AECOM intends to execute the project utilizing the BIM 360 platform and Revit 2020. Deliverables documents will be pdf and hard copy format as outlined in the Scope of Work.

#### **E. Collaboration with Construction Manager (CMAR)**

AECOM will participate in milestone CMAR coordination Workshops and one coordination meeting every other week with the CMAR and the City as defined herein. It is assumed the intent of the Workshops and Coordination meetings is to manage the design to fit within the City approved construction budget as defined herein and will require timely and continuous input by the CMAR. The CMAR will be responsible to maintain and track the construction budget during the design process, provide alternate system solutions and constructability recommendations in a timely matter.

At determined milestones, AECOM will attend CMAR Workshops at a location determined by the City, to review the design, constructability and CMAR alternate systems options and will recommend the City on specific items to incorporate to the Design Documents with the collective goal to maintain the construction cost within the City's allocated budget. AECOM will review and respond to the CMAR constructability comments and alternates and will incorporate agreed upon solutions through the established design phases. AECOM is not responsible for facilitating the GMP Reconciliation Workshops.

It is assumed the CMAR will provide timely comments for alternate solutions to buildings systems, including but not limited to Building Envelope, Electrical, Mechanical, Security AV or Telecommunications to be incorporated to the Design before proceeding with Construction Documents to avoid redesign.

At the completion of 100% Construction Documents, AECOM will attend one Final GMP reconciliation / Value Management Workshop and will issue an addendum capturing last comments as agreed by the City, AECOM and CMAR.

It is assumed the intent of the Workshops and Coordination meetings is to manage the design to fit within the City approved construction budget as defined herein. If at any time during the design process, the City reduces the approved construction budget, AECOM reserves the right to negotiate additional services required to achieve the new budget.

## **II. Scope of Work**

**THE TASK ORDERS OUTLINED HEREIN ARE INTENDED TO PROVIDE AN OUTLINE OF THE ANTICIPATED WORK AT THE TIME OF CONTRACT EXECUTION AND ARE SUBJECT TO REVISION AND/OR MODIFICATION ONCE THE PROJECT BEGINS**

### **A. Task 1 – Discovery / Program Verification / Concept Design Phase**

#### **Task 1a – Discovery**

During the Discovery Phase, AECOM will work with the City to gather and evaluate existing documentation such as existing conditions reports, previous building surveys, building plans, etc. This will allow the team to validate additional survey work that is required to facilitate the design and construction of this project.

Activities during this phase include:

#### **1. Kick-Off Meeting**

AECOM will conduct a project kick-off meeting to accomplish the following: introduce the team, establish communication and project protocols, review the scope, schedule and budget, review available existing information and coordinate discovery activities such as surveys and programming.

The project kick-off meeting will be attended by AECOM's Project Manager, Public Safety Principal and Sub-Consultant representatives. The meeting will include a site walk through.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

#### **2. BIM Execution Meeting**

AECOM will conduct a BIM Execution kick-off meeting to review the draft BIM Execution Plan and build consensus on the requirements for how the digital model will be utilized through the Project phases.

The project kick-off meeting will be attended by AECOM's Project Manager and BIM Lead.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

#### **3. Site Evaluation**

AECOM will visit the site to verify existing conditions as well as identify site opportunities and/ or challenges. AECOM will review available existing documentation provided by the City including, but not limited to Asbestos Reports, as built documents, site surveys, geotechnical reports, etc. AECOM

will document the existing conditions of the site in a narrative PDF format including, geotechnical, storm water detention, water, sewer, electrical, heritage trees location and existing zoning and determine required re-zoning requirements.

a. **Geotechnical Engineering**

AECOM propose to perform seven Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to depths of 40 to 75 feet in the area of the proposed buildings. Four borings will be performed to a depth of 40 feet within the proposed headquarters building and three borings will be performed to a depth of 75 feet within the proposed parking garage. Additionally, this proposal includes perform five borings to a depth of ten feet within the proposed roadway extension. At the completion of the on-site work, the soil samples will be returned to the laboratory. AECOM will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

b. **Site and Utilities Surveying**

(1) **Boundary and Topographic Survey.** AECOM shall prepare a Boundary and Topographic Survey of the site. The Survey shall include boundary lines, surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures noted with invert elevation, diameter, material and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade. Survey shall include the subdivision with legal descriptions for city staff to re-plat the existing lot into two individual lots of record.

(2) **ALTA/NSPS Survey.** AECOM shall prepare an ALTA/NSPS Land Title Survey of the site. Survey shall adhere to the minimum detail requirements for land title surveys adopted by the American Land Title Association in 2016 and includes client selected items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b1), 8, 9, 11, 13, 14, 16, 17, 19 and 20 of Table "A" thereof. The City shall supply AECOM with a list of entities that the survey shall benefit, and the final Title Commitment and exception documents referenced therein. Survey will include review, depiction and/or notation of applicable Title Commitment Exception documents. Additionally, upon notice to proceed, The City will provide AECOM with a survey requirements list. If any of the requirements is not included within this Scope of Work, AECOM will notify The CLIENT prior to proceeding with the work. The cost included for ALTA/NSPS Survey is contingent upon the Boundary and Topographic Survey being completed. Survey shall be

referenced to the Florida State Plane Coordinate System (NAD83/11). AECOM reserves the right to negotiate additional fees to the ALTA/NSPS survey for revisions and/or additional requirements received after the notice to proceed (i.e. certificate, survey requirements) as supplied by the CLIENT.

(3) Utility Mapping. AECOM will field locate the SUE designations within the Project site and add to the Boundary and Topographic Survey as well as the ALTA/NSPS Land Title Survey. The mapped utility locates will be referenced to the Florida State Plane Coordinate System North American Datum of 1983 with the 2011 adjustment applied (NAD83/11). Additional survey services associated with this ALTA/NSPS Land Title Survey include items from the Table 'A' not included specifically listed herein and or Lender Requirements.

(4) Subsurface Utility Engineering (Sue) Services. AECOM will follow ASCE Standard 38-02 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels described herein are defined within the standard. AECOM is to provide professional services associated with designation, location and mapping of existing subsurface utilities. AECOM shall designate all known tone able and non-tone able utilities denoted in exhibit above. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

(5) Horizontal Designation Services. AECOM will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by The City). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by The City and included herein.

(6) Records Research. AECOM shall perform utility record research to assist in identifying utility owners that may have facilities on or be affected by the project. AECOM shall collect any applicable utility owner records for review, assistance and development of a composite drawing or equivalent. All procured utility information will have the corresponding quality levels indicated; utility type and/or ownership; date of depiction; accuracy of depicted appurtenances; end points of any utility data; active, abandoned, or out-of-service status; size; condition; number of jointly buried cables; and encasement.

(7) Utility Coordination. The purpose of utility coordination is to assist The City during utility negotiations to maintain proper coordination with the schedule requirements.

(8) Identifying Existing Utility Agency Owner(s). AECOM shall identify all utilities within project limits/boundaries that may be impacted by the project by:

i.obtain/update design ticket from One Call Sunshine (811) service

ii.review available existing utility permits

iii.review available survey data

(9) Utility Contacts Assistance. AECOM will assist The City on applications for 4 formal utility contact interactions:

i.Initial (first) Contact: distribute Initial (concept) plans. Request utility type, size, location, easements, compensable interests. Request voltage information for power lines in project area. Distribute to Utility Agency Owners (UAOs) project schedule

ii.Second Contact: transmit to UAOs Constructability set of plans with utility facilities shown on the plans. Request mark-ups, potential conflict locations and costs for relocations

iii.Third Contact: final plans distribution to UAOs. Distribute to UAOs updated project schedule. Request from UAOs documentation with final disposition of utility facilities within project limits. Identify agreements and bundle all utility information in the final utility package. Transfer final utility package to Project Manager

iv.Easements Coordination: request and review provided documents for existing utility easements. Request cost/schedule for vacation/abandonment of easements and coordinating proposed rerouting paths. Provide received documents to Project Manager and Client Based on the project's complexity, more contacts may be necessary.

(10) Collect and Review Plans and Data from UAO(s). AECOM shall review utility marked plans and data individually as they are received for content. Ensure information from the Utility Agency Owner (UAO) (utility type, material and size) is received in a timely matter for coordination during the design phases. Forward all requests for utility reimbursement and supporting documentation to the Owner.

(11) Utility Design Meeting. AECOM shall schedule, notify participants, and conduct a Utility meeting with affected UAO(s). The intent of this meeting shall be to assist the UAOs in identifying and assisting in conflict resolution between utilities and proposed project before completion of the plans. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed design documents as may be deemed practical by the UAO. AECOM shall keep minutes of all utility meetings and distribute a copy to all attendees.

(12) Review Utility Markups & Work Schedules and Processing of Schedules & Agreements. AECOM shall review utility marked up plans, work schedules, and other documents as they are received for content and will share received information with The Owner.

(13) Utility Coordination/Follow-up. AECOM shall provide utility coordination and follow up. This includes follow-up and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc. Ensure the resolution of all known conflicts.

(14) Utility Constructability Review. AECOM shall review utility plans and work schedules for compatibility with design documents and schedule for identified UAOs impacted by the project.

(15) Utility Coordination Certification/Close-Out. AECOM will complete utility coordination and prepare a package containing a list of contacted UAOs and their responses related to the project. The package will be submitted The City for the record.

c. Environmental Testing

The objective of this survey is to identify accessible hazardous building materials located in the interior and exterior of the site including asbestos, lead in paint, and universal wastes (e.g. fluorescent light bulbs, light ballasts, thermostats, etc.). AECOM's Environmental Testing Services will be provided in accordance with generally accepted environmental science, industrial hygiene, and engineering practices at the time the work is performed. No expressed or intended representation of warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

The Environmental Testing Services survey will be limited to areas that are accessible for inspection and sampling and due to limitations associated with PLM analysis of vinyl floor tiles and asphalt-based roofing materials, it is recommended that confirmatory analysis be performed using transmission electron microscopy (TEM) for any samples that are determined to contain less than 1% asbestos by PLM. Qualitative TEM analysis is not included in the scope of work.

The collection of roof samples for analysis of asbestos content may void any warranty pertaining to the integrity of the roofing system. AECOM will perform a temporary patch of the roofing system following sample collection. The selected CMAR will assist in retaining the services of a Florida licensed roofing contractor to properly repair the sampled areas of the roof. AECOM is not liable for any damages caused by or related to any roof leaks.

Clarification: The SOW only includes assessment for the presence of hazardous materials, it does not include any asbestos abatement design costs for preparing abatement specifications or specifications for other hazmats such as lead or PCBs. It also does not include any abatement costs since we don't know yet what asbestos-containing materials might be present yet except for what was identified in the EE&G survey report, which was only for the HQ building and we are not sure if it included the whole building or just the jail since the report was not complete.

(1) Sampling and Assessment – Asbestos. The asbestos scope of work will include the following:

i. Developing an appropriate Safe Work Plan (SWP) for field activities;

ii. A United States Environmental Protection Agency (USEPA)-certified inspector working under the direction of a State of Florida Department of Business and Professional Regulation licensed asbestos consultant will conduct the survey in accordance with USEPA Asbestos Hazard Emergency Response Act (AHERA) protocols in order to meet current Occupational Safety and Health Administration (OSHA) and USEPA requirements. AECOM will perform the following activities:

1. Identify the quantities of materials at the time of the survey.
2. Sampling and analyzing samples of suspect building materials for asbestos;
3. Written description of the suspect friable and non-friable asbestos-containing materials (ACM);
4. Providing a simple drawing with ACM sample locations added and positive ACM samples identified;
5. Preparing a written report describing the results.
6. Representative bulk samples will be collected from each homogeneous area (HA) of suspect ACM (SACM). AECOM proposes to identify accessible suspect ACMs located on the interior and exterior of each structure including the roofs. The inspection will utilize destructive investigation methods in an attempt to access materials that are potentially concealed by hard walls or ceilings (e.g. pipe chases). AECOM accepts neither responsibility nor liability for repair or restoration of materials damaged during asbestos sample collection activities. AECOM will cut access holes in walls, ceilings, pipe chases, etc. for inspection purposes, and may remove mirrors, millwork, paneling, etc. in order to access suspect adhesives for sampling purposes.

AECOM will make reasonable efforts to obtain samples of suspect ACM identified; however, conditions may be encountered that may limit safe access to some suspect ACM. In such cases, AECOM will note the type, location, estimated amount and condition of inaccessible suspect ACM and include this information in the report with a recommendation to assume that such suspect materials are ACM. AECOM will not sample fire doors, elevator brakes, electrical components, or other suspect ACM in mechanical or electrical equipment; these items will be assumed ACMs. Inspection of the radio tower will be limited to areas accessible from the ground level.

Each suspect material will be assigned a homogeneous area (HA) number, an estimate of the material quantity will

be provided, and the condition of the material will be assessed. Representative bulk material samples will be collected from each suspect material observed in the areas inspected. A Chain-of-Custody will be prepared, and the samples will be delivered to and analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using polarized-light microscopy (PLM) by EPA Method EPA/600/R-93/116 (July 1993).

It is estimated that the survey will require collection of approximately one hundred seventy-five (175) bulk material samples. Due to limitations associated with PLM analysis, EPA NESHAP regulations (40 CFR Part 61, Subpart M) require further analysis using the point count method if the initial PLM results for any friable suspect ACMs are less than 10%. The purpose of the point counting analysis is to confirm that the asbestos content is greater or less than 1% by volume, which is the definition of an asbestos-containing material (ACM). Unless requested otherwise by Client, this requirement will be waived for any friable ACMs measured as <10% and >5% asbestos by PLM; any such materials will be assumed to be an ACM. Point counting will be performed for friable ACMs measured as <5% by PLM with preference given to any samples measured at <1%. Up to five (5) 400-point count analyses are included in the proposed budget.

Final Report Preparation. AECOM will prepare a report of findings, which will include a description of the sampling and analytical methodologies employed, the results of the sample analysis, as well as conclusions and recommendations for further action as appropriate. The report shall be reviewed and signed by a Florida Licensed Asbestos Consultant (FLAC).

(2) Sampling and Assessment – Lead-Containing Paint:

The lead-containing paint inspection will be conducted, and paint chip samples will be collected from accessible areas by carefully removing portions of the suspect paint or other material with a sharp knife or other hand tool suitable to the material being sampled. Samples will be collected of paint layers down to the substrate. If possible, samples will be collected of loose materials or from materials with pre-existing damage. Each sample will be placed in a pre-labeled plastic bag immediately after collection. Data pertinent to each sample such as date, sample number, paint description and material condition will be recorded on a field data sheet. Sample bags will then be placed in a large re-sealable plastic bag for transportation to the laboratory.

AECOM proposes to collect up to 30 paint chip samples. The samples and chain-of-custody submittal sheets will be delivered to an American Industrial Hygiene Association (AIHA) accredited laboratory using appropriate chain of custody procedures. Each sample will be analyzed for total lead content using flame atomic

absorption (FAA) spectroscopy. The samples will be analyzed on a standard laboratory turnaround time of 5 days from receipt of the samples.

(3) Hazardous Material and Universal Waste Assessment:

AECOM will generate an inventory of universal wastes or other potential hazardous building materials within the building such as, tritium exit signs, mercury thermostats and/or lights, and PCB light ballasts. The location, condition, and approximate quantity of suspect or previously confirmed universal wastes will be recorded during the survey. AECOM will create field sketches and provide figures or sketches noting the location of any suspect hazardous wastes. Existing floor plans (such as fire escape plans or facility drawings) may be used for this task, if available. Sampling for PCBs or waste characterization by Toxicity Characteristic Leach Procedure (TCLP) is not included.

(4) Reporting and Schedule:

The results of the inspection and sampling will be summarized and compiled in a Hazardous Building Materials Assessment report. The assessment results will include documentation of the materials sampled and identified, their locations, estimated quantities, and material. Other identified hazardous materials will be identified in the report. Field assessment is expected to require up to 3 full-days on-site. Laboratory analytical services will be provided on a 5-day turnaround time from when the samples arrive at the laboratory. The final reports shall be delivered within 15 working days of receiving the analytical data reports.

d. Phase II Environmental Site Assessment (ESA)

According to a February 2019 GHD Phase I ESA a 2005 EEG Phase II ESA, soils in several portions of the property were previously identified as impacted with arsenic and total petroleum hydrocarbons (TPH). In addition, concentrations of arsenic and chlorinated solvents in groundwater were identified above state clean-up target levels in several areas of the property. Based on the data provided in the Phase II and later discussed in the 2019 Phase I, it does not appear that the soil or groundwater contamination was previously addressed. In addition, assessment data for the portions of the property that are part of this proposal is limited and over 15 years old. Due to the current and historical use of the property and limited soil and groundwater assessment data, AECOM recommends a limited Phase II ESA be completed. The data from the Phase II ESA will be used to determine if soil or groundwater management plans will be necessary during the proposed redevelopment activities.

The Phase II ESA will include up to 20 soil borings and 10 temporary monitoring wells which will be installed in the northwest portion of the property. The depths of the borings and wells are anticipated to be approximately 10 feet below ground surface. The locations of the borings and wells will be determined during a pre-assessment site visit and private utility locate; however, it is anticipated that soil and groundwater samples will be collected from the areas surrounding the buildings

scheduled for demolition including the jail, police headquarters and the fleet garage. In addition, due to the location of a firing range within the police headquarters, the installation of soil borings may be attempted within that area. Soil and groundwater samples will be submitted for laboratory analysis by United States Environmental Protection Agency (EPA) Method 8260 for Volatile Organic Compounds (VOCs), EPA Method 8270 for polynuclear aromatic hydrocarbons (PAHs), EPA Method 8081 for pesticides, 8 RCRA Metals, and the Florida Petroleum Residual Organic (FL-PRO) method for total recoverable hydrocarbons (TRPH). Soil samples will also be submitted and held by the laboratory for potential Synthetic Precipitation Leaching Procedure (SPLP) and TRPH speciation analyses pending the results of the original analyses. The sampling locations and sampling parameters will be limited to areas where contamination was reported in previous reports provided the by City.

Upon receipt of the laboratory data, a Limited Phase II ESA report will be prepared. The report will summarize the soil and groundwater sampling activities and will include summary tables and figures depicting the locations of the borings and laboratory data, a comparison of the data to regulatory soil and groundwater clean-up target levels and appropriate recommendations given the proposed redevelopment of the property.

e. Traffic Study

AECOM will coordinate with the City of Fort Lauderdale, County and FDOT for conformance with Traffic Study methodology.

AECOM will collect traffic data and signal timing data (data collection) at up to 10 intersections in the vicinity of the project. Refer to the Optional Service if additional intersections are added to the scope of work.

Trip Generation and Distribution for the proposed project. AECOM will review existing traffic volume and patterns and re-distribute traffic as needed based on the proposed configuration including driveways.

Intersection analyses using the Highway Capacity Software (HCS) of the Existing Conditions, future Conditions Without the Project and Future Conditions with the Project. AECOM will create a traffic model to analyze the intersections and proposed driveways to evaluate interstation operations during peak hours (based on traffic data). This model will be used to determine intersections LOS and queue lengths for major movements.

AECOM will prepare a technical memorandum and summarized results of the analyses. AECOM will submit one Draft Technical Report to The City for review and will response to one set of consolidated comments from the City of Fort Lauderdale, County and FDOT as required.

f. Zoning study

(1) Plat Survey Preparation: AECOM shall prepare a boundary survey for submittal with the plat drawing. Field work will be performed in accordance with applicable regulations as they relate to the gathering of information for the purposes of plat preparation. All survey work shall be done in accordance with the Minimum Technical Standards set forth by

the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code.

(2) **Site Plan Preparation**

Site Plan Preparation, Coordination and Processing. AECOM shall prepare the dimensioned Site Plan in accordance with the requirements of the Client and the City Land Development Code which will include proposed building locations, vehicular circulation required landscape areas/buffers, parking requirements, setbacks, dumpster location, fire access and other issues required by City Land Development Code. AECOM will also process one (1) Site Plan application which encompasses the project through the City, including the Development Review Committee (DRC), Planning and Zoning Board (PZB) and City Commission, if applicable. Services include assisting with the preparation of the application and submittal requirements and coordination with other team members to facilitate the completion of the work effort.

g. **Tree Inventory and Appraisal by Certified Arborist**

AECOM will visit the project to confirm and evaluate the location, size and quality of existing trees on the project site and identify trees to be removed or relocated, as well as any remaining trees that will require protection.

AECOM will develop a table including basic tabulations and calculations for tree removal and mitigation as required by local jurisdiction

**4. Community Engagement**

a. **Program Development**

AECOM will develop a public involvement and engagement program to inform and collect input from the community related to the development of the Project. The program objective will be to inform key stakeholders and the community, facilitate the conversation and information between the community and the project team, coordinate activities, develop communication tools as needed incorporate the use of outreach technology and facilitate large meetings as we implement a proactive approach to communication. Announce the project early in the process via traditional media and social media platforms, including Facebook, Twitter, etc. to sustain community engagement.

b. **Public Outreach Plan**

AECOM will create a Public Outreach Plan, develop community outreach project management procedures to implement for the duration of the project, align community engagement activities and public participation with project development schedule and the city's public participation plan ordinance to create a quality assurance process/protocol to convey the messaging and content that reflects The City's vision. During the Public Outreach Plan, AECOM shall meet with the client to establish an overall project plan including goals and objectives, deliverables, milestones and timelines; review draft Outreach Plan; work as a team to update and revise Outreach plan as needed. Base on the meeting, create appropriate marketing and communications plan to meet the goals of the project outreach and leverage online and traditional tools & platforms to communicate with public.

AECOM shall develop database for targeting community attendees and driving maximum participation, identify key locations for outreach

meetings based on proximity to new Police Headquarters, review community calendars to determine schedule of major meetings or events that could extend the reach of the outreach message or conflict with outreach efforts and will develop a schedule of 15 informational meetings with key stakeholders to encourage maximum public participation, identify key stakeholders, community and business partners such as General Public, Business and Civic Associations, Elected Officials and Advisory Boards, Staff, HOAs and Neighborhood Associations, Target Project Area Neighborhoods, Community Agencies.

AECOM shall develop performance measures for public involvement and allow for mid-course corrections. The team will work with the client to establish target performance metrics and reports. Measures might include: Attendance (non-team members) at each meeting, Number of stakeholders involved in the process, Public engagement and participation with community groups and stakeholder, Number of surveys completed, Media outreach, Website metrics

c. **Public Outreach and Involvement Activities**

AECOM will provide the services required to comply with the City's Public Participation Ordinance DSD.UDP.PP Rev 2 dated 10/29/2019 to support the DRC and Planning and Rezoning efforts and coordinate information sharing and activities with key HOA's in the project area (Sailboat Bend, City View Flagler Heights Civic, Dorsey Riverbend, Riverside Park, Tarpon River Civic) and others as needed. Activities include:

(1) Host community meetings using electronic meeting platform for the duration of the project.

(2) Maintain community outreach database to include attendees

(3) Analyze and compile a summary of all data collected outreach including meetings, conference calls, surveys, etc.

(4) Update project team with information from community and stakeholders

(5) Maintain a virtual library of all activities and input from the public

(6) Coordinate and facilitate meetings to inform/educate stakeholder groups about the project and safety issues, traffic and congestion related to construction,

(7) Assist with conflict resolution between Police and public

d. **Preparation of Final Report; Presentation to Key Stakeholder Groups.**

AECOM will provide services to compile feedback collected through outreach meetings, surveys or other information gathering tools and prepare concise, detailed report and presentation to deliver to Client and key stakeholders

**5. Deliverables**

a. **Kick-Off Meeting Notes**

AECOM will document the meeting with a written set of notes including action items to be distributed to the City's project leadership. This deliverable is intended as an electronic (pdf) submission.

b. **Site Evaluation**

(1) Site Findings Summary Report

AECOM will compile a report that summarizes site findings including opportunities and challenges. AECOM will advise the City of potential site-related concerns including requirements for additional study or investigation. Additional studies or investigation not outlined in this scope of work will be discussed with the City and considered an additional service. This deliverable is intended as an electronic (pdf) submission.

(2) Boundary and Topographic Survey, signed and sealed, including utilities.

(3) HAZMAT Environmental Report

(4) One Draft and one Final Traffic Study Technical Memorandum including the following:

i. Data Collection summaries

ii. Summary of Field Observations

iii. Operations Analysis Results

iv. Summary of Review Comments

c. Tree Disposition Plan

AECOM will develop a Tree Disposition Plan depicting all existing trees on the project site. This plan will indicate species (scientific and common name), size (DBH, height and canopy spread) and condition according to ISA regional information. Plan will also note which trees are to be removed, which are to be relocated, and which are to remain and be protection throughout construction.

d. Community Engagement Plan

(1) One Draft Plan and

(2) One Final Public Outreach Plan

(3) AECOM will facilitate up to 15 meetings with stakeholders and the Public.

(4) Final report and presentation to stakeholders.

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**B. Task 1b – Program Verification Phase**

During the Program Verification Phase, AECOM will review The Space Needs Program dated July 09, 2018 and work with the City and key Stakeholders to build consensus on the program approach that will work within the approved budget. AECOM will also work with the City to establish security and resiliency requirements.

Activities during this phase include:

**1. Programming Workshop**

a. AECOM will conduct interviews with the CITY designated representatives for thirty-five (35 departments/or units as identified in the prior space study to ascertain the needs both spatially and technically of the department. This would include understanding and identifying the spatial adjacency, circulation and the levels of security of the departments.

b. AECOM will conduct two (2) workshops with a

maximum duration of (6) days total. The workshops will be facilitated by AECOM's Public Safety Principal and attended by the Project Manager, Managing principal, Public Safety Principal and 2 additional AECOM staff.

- c. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

## **2. Security and Resiliency Requirements Workshop**

- a. AECOM will facilitate a security requirements workshop to establish requirements for a layered approach to security on site and within the headquarters building.  
The security requirements workshop will be attended by AECOM's Public Safety Principal, project manager, project architect, electronic security specialist and the physical security specialist. The meeting should coincide with the second program verification workshop.
- b. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

## **3. Deliverables**

- a. Programming, Security and Resiliency Requirements
  - (1) AECOM will provide meeting summary for each workshop outlined above. This deliverable is intended as an electronic (pdf) submission.
  - (2) AECOM will provide a Draft Program Report incorporating spatial requirements to address quantity and type of spaces, adjacency of spaces and departments, as well as security and resiliency requirements. This is intended as an electronic (pdf) deliverable. AECOM will provide a Final Program Report that incorporates comments received by the City and key Stakeholders. This is intended as an electronic (pdf) deliverable.

## **C. Task 1c – Concept/ Site Development Phase**

During the Concept/ Site Development Phase, AECOM will generate conceptual solutions for the Headquarters campus that incorporate the approved programming components and consider the contextual site opportunities and challenges. AECOM will provide three (3) different exterior architectural styles.

Activities during this phase include:

### **1. Drawings**

AECOM shall develop concept options that show site planning, building massing, blocking and stacking plans, building sections and conceptual elevations with three (3) different design and aesthetics schemes. Based on feedback by The City and stakeholders during the Progress review meetings, AECOM will revise and update the three (3) schemes for a selection of the final architecture style by The City and stakeholders. The final architecture scheme will be used as Basis of Design for the project and further developed during subsequent tasks.

### **2. Digital Models**

AECOM shall develop an estimated three (3) digital models to express concept intent. These models will demonstrate mass, context and conceptual expression of materiality.

**3. Signage and Wayfinding**

AECOM will prepare two (2) conceptual design options for the wayfinding sign family including interior, exterior, parking, and vehicular wayfinding signs. AECOM will provide a rough order of magnitude estimate for budgeting purposes. AECOM will attend a meeting to present the design concepts. This meeting will be attended by two (2) AECOM staff. It is anticipated that the following signs will be required for the new wayfinding system:

- a. Building Identity Sign, Channel Letters
- b. Monument or Pylon Building Identity Sign, Ground Mounted
- c. Code Compliant Signage
- d. Vehicular Directional Signs
- e. Parking Garage Signs
- f. Building Interior Signs
- g. Firing Range Signs
- h. Interior building super graphics/environmental graphics, up to ten (10) royalty-free stock photos

**4. Narratives**

AECOM shall develop narratives shall demonstrate the general layout for the concept options and address their response to project aspirations established in Task 1b.

**5. Cost Estimate**

Cost estimates illustrating probable construction costs will be provided utilizing CSI format. A statement of Probable Construction Cost will be established at the agreed upon project milestones utilizing CSI format of the standard 48 Divisions. All statements of Probable Cost shall contain such provisions for inflation as may be reasonably anticipated within the construction industry. The inflation factor shall be applied based on the anticipated start of construction.

**6. Meetings and Workshops**

- a. Progress Review Meetings  
AECOM will attend bi-weekly progress review meetings during the Concept Design Phase estimated 3 meetings.  
The meetings will be attended in person by AECOM's Project Manager, Lead Designer, and 3 sub-consultants.  
AECOM will provide the agenda and will request, in advance, participation of any required departments to allow for the development and coordination of the design.  
The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.
- b. Concept Design Presentation to City Executive Leadership  
AECOM will attend and facilitate the presentation of the Concept Design to the City of Fort Lauderdale Executive Leadership. The City will provide one consolidated set of comments as received from the Executive Leadership. The meeting will be attended in person by AECOM's Project

Manager, Lead Designer, Project Architect and required sub-consultants. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

c. **Concept Design Comment Review Meeting**

AECOM will attend a Concept Design Comment Review Meeting to discuss comments received from the Executive Leadership meeting for incorporation into the Schematic Design.

The meeting will be attended in person by AECOM's Project Manager, Project Architect and required sub-consultants.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

## **7. Deliverables**

a. **Draft Concept Report**

AECOM will provide one pre-final concept design document inclusive of drawings, narratives, and an estimate of probable construction cost. This submission will be reviewed during one of the Progress review meetings to solicit feedback determine one concept to advance to final development. This is intended as an electronic (pdf) submission.

Two (2) Design Concepts Signage and Wayfinding (digitally submitted). Owner will provide one written set of consolidated comments within one (1) week of submittal, which will be incorporated one time

b. **Final Concept Report**

AECOM will provide one final concept design document inclusive of drawings, narratives, and an estimate of probable construction cost. This submission will be reviewed during the Final Comment Review Meeting to solicit feedback. Comments will be incorporated into Schematic Design. This is intended as an electronic (pdf) submission.

## **Task 2 – Schematic Design Phase**

During the Schematic Design Phase, AECOM will refine the approved Task 1c architectural style scheme. Drawings and narratives will be prepared to validate the construction budget and the project schedule. Drawings and analysis will include preparation of functional space plans and adjacencies; comparative analysis of building systems and materials; preliminary Life Safety and Building Code summary delineating jurisdictions, applicable codes and compliance requirements for all disciplines; design criteria and objectives for interior finishes, furniture and equipment; preliminary selection of interior finishes, colors, workstations and loose furniture. Design services for substations, water main extensions and off-site drainage and paving improvements are not included in the scope of services, with the exception of the existing Pumping Station and current off-site drainage. Activities during this phase include:

### **1. Building Systems Analysis**

a. AECOM will perform an analysis to evaluate up to three mechanical, building enclosure and structural systems determined to be the most cost effective and efficient system to service the facility needs.

b. AECOM will engage Parking Consultant to perform workshops to review potential parking concepts for the project and recommend a concept to the City in response to the requirements of the program. The review will address functional design items such as:

- Ramp slopes
- Parking geometrics
- Street connections

- Parking operations
- Parking access and revenue control equipment
- ADA parking requirements

Reviews will include, but not be limited to input on any parking-related items such as parking operations, maintenance, sustainability, bay spacing, passive security, etc.

## 2. Drawings

a. Site, landscape, structural and architectural drawings illustrating functional plans and adjacencies.

b. One-line diagrams to indicate building systems intent for Mechanical, Electrical and Plumbing disciplines. Civil Engineering: Site Plan/DRC Preliminary Civil Engineering Design Plans. The Preliminary Plans are for regulatory agency Development Review Committee (DRC), Site Plan review and approval. Preliminary water, sanitary sewer and drainage calculations shall be performed to address the impacts of the proposed development relating to the requirements of the site plan submission. One preliminary engineering plan will be prepared and will contain the location of the proposed site lighting). No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Design services for Public Infrastructure improvements required to serve the proposed development are not included and if necessary, will be addressed as additional services. The services described herein, do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer mains surrounding the site.

Services associated with designing; and permitting any off-site infrastructure improvements (including off-site lift stations) required to provide service to the site are not included and will be addressed as additional services.

## 3. Pre-application, Engineering Processing, Coordination and Meetings with Government Agencies / Permit Authorities.

AECOM shall coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings for base-line design agreements, review with City Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State, and County Agencies required for final permit submittals. AECOM shall assist in processing the approved Site Plan application through the City, including the Development Review Committee (DRC), Planning and Zoning Board (PZB) and City Commission. Services include preparation of submittal requirements, presentations to the various boards and coordination and meetings with other team members to facilitate the completion of the work effort. City of Fort Lauderdale will facilitate a meeting for Public Purpose requests for any variances if necessary. This task does not include any additional waivers or variances from any requirement from the City's Land Development Code. AECOM shall attend coordination meetings with The City and City Planning and Development Services Department to review the schematic design, code and integration of the design with existing conditions (including utilities/trees/etc.) and environmental impacts of the project.

#### **4. Digital Models**

The digital massing model will be refined through the Schematic Design Process and project rendering views will be established to illustrate perspectives to be used for the Schematic Design Presentation.

AECOM will provide four (4) options for proposed views from which the City may select two (2) views to be developed as low resolution digital renderings and utilized in Community Outreach activities and for the Schematic Design Presentation to the City. Renderings, Presentations, and Models beyond outlined in Scope of Work are not included.

#### **5. Cost Estimate**

Cost estimates illustrating probable construction costs will be provided utilizing CSI format.

#### **6. Meetings and Workshops**

##### **a. Progress Review Meetings**

AECOM will attend bi-weekly progress review meetings during the Schematic Design Phase estimated 3 meetings.

The meetings will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and Public Safety Principal (via telecon) and required sub-consultants.

AECOM will provide the agenda and will request, in advance, participation of any required departments to allow for the development and coordination of the design.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

##### **b. Schematic Design Review Meeting**

AECOM will attend a Schematic Design Review Meeting to discuss City and Stakeholder comments as well as to determine content to be presented during the Presentation to the City, Commission and Mayor.

The meeting will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and required sub-consultants.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

##### **c. Schematic Design Presentation to City Executive Leadership**

AECOM will attend and facilitate the presentation of the Schematic Design to the City of Fort Lauderdale City Executive Leadership. The City will provide one consolidated set of comments as received from the City Executive Leadership to AECOM.

The meeting will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and required sub-consultants.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

##### **d. Comment Review Meeting**

AECOM will attend a Schematic Design Comment Review Meeting to discuss comments received from the City Executive Leadership meeting for incorporation into the Design Development Phase.

The meeting will be attended in person by AECOM's Project Manager, Project Architect and required sub-consultants.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

#### **7. Deliverables**

- a. Draft Schematic  
AECOM will provide one draft schematic design document inclusive of drawings, diagrams and an estimate of probable construction cost. This submission will be reviewed during the Draft Comment Review Meeting to solicit feedback and prepare for the Final Presentation to the City of Ft. Lauderdale Mayor and Commission. This is intended as an electronic (pdf) submission.
- b. City Executive Leadership Presentation to City,  
AECOM will attend and facilitate the presentation of the Concept Design submission to the Executive Leadership. The City will provide one consolidated set of comments to AECOM.  
The meeting will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and required sub-consultants. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.
- c. Final Schematic  
AECOM will provide one final schematic design document inclusive of drawings, two (2) selected digital renderings and an estimate of probable construction cost. Such documents shall be drawn to scale, including dimensioned drawings, site plans, floor plans, elevations and sections indicating materials and assemblies, as appropriate, to convey the design intent and to illustrate the Project's basic elements, scale and relationship to the Site. Notional furniture and equipment should be illustrated for budget purposes. This document will incorporate client and key Stakeholder comments from the Pre-Final Submission and the Presentation to the City, Commission and Mayor. This is intended as an electronic (pdf) submission.
- d. Drawings:
  - (1) One (1) Updated Bird's-Eye rendering showing all buildings and site elements
  - (2) One (1) Updated Illustrative Site Plan
  - (3) One (1) Table of Contents for specifications in CSI MasterFormat
  - (4) One (1) Schematic Design Package to include:
    - (a) Final Facility program document with building areas
    - (b) Site plan with preliminary hardscape notes
    - (c) Life Safety plans with preliminary wall ratings
    - (d) Floor plans, overall building sections, and elevations indicating overall dimensions and proposed materials selection for buildings
    - (e) Rooms labeled
    - (f) Roof plans
    - (g) Reflected ceiling plans
    - (h) Elevator /stair plans
    - (i) Interior elevations of key areas
    - (j) Table of contents for specifications in CSI MasterFormat
    - (k) Local code requirements
  - (5) One (1) Interior Design Package to include:
    - (a) Furniture floor plan indicating locations of workstations and loose furniture. Workstations shall be coded as" for

coordination only" (NIC) and the loose furniture shall be coded as "not included in the construction documents "(NIC)

- (6) One (1) Civil Engineering Schematic Design Package to include:
  - (a) Preliminary Design Plans
  - (b) Preliminary Water Sewer and Drainage Calculations
  - (c) Preliminary Opinion of Probable Construction Cost – For above referenced Design Elements
- (7) One (1) Structural Engineering Schematic Design Package to include:
  - (a) Initial development of structural system and dimensions
  - (b) Preliminary structural load assumptions and code requirements
  - (c) General descriptive estimated member sizes and description of foundations, slabs, columns, beams and girders.
  - (d) Foundation design to include structural piles if required.
- (8) One (1) Mechanical & Plumbing Engineering Schematic Design Package to include:
  - (a) Design criteria and code requirements
  - (b) Approximate equipment sizes and capacities
  - (c) Description of typical MP/FP distribution systems
  - (d) General descriptive information
- (9) One (1) Fire Protection Engineering Schematic Design Package to include:
  - (a) Design criteria and code requirements for fire sprinkler and fire alarm systems
  - (b) Approximate equipment sizes and capacities
  - (c) Description of typical FP distribution systems
- (10) One (1) Electrical & ELV (Extra Low Voltage) Engineering Schematic Design Package to include:
  - (a) Narrative description and analysis of materials and systems, and design sketches of site and building as necessary to adequately present the design concept.
  - (b) One-line diagrams of power and systems.

### **Task 3 – Design Development Phase**

During the Design Development Phase, AECOM will refine the approved Schematic Design inclusive of CMAR alternate value recommendations and constructability reports. These documents will fix and illustrate the size and character of the entire Project in its essentials, including but not limited to kinds of materials, criteria and sizing of major components, equipment sizes and capacities, approximate layouts including required spaces for clearances, type of structure, grade elevations, sidewalks, utilities, roads, parking areas, mechanical and electrical systems. Activities during this phase include:

#### **1. GMP Reconciliation Workshop**

AECOM will attend a one (1) day GMP Reconciliation Workshop at the beginning of the Design Development Phase. The workshop will be facilitated by the Construction Manager. The CMAR will provide the A/E team a list of proposed alternate systems and constructability items in advance of the workshop and be prepared to discuss the items and determine those for inclusion to progress

forward with the Design Development phase. The workshop will be attended by AECOM's Project Manager, Project Architect, Public Safety Principal and sub-consultants as required per the CMAR provided list. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

**2. Drawings**

- a. Floor plans showing spaces by name, number, net area of each space, structural module, mechanical spaces, equipment, chases and circulation, life safety plans, and Building Codes Summary delineating jurisdictions, all applicable codes and compliance for all disciplines, site plans, utility plans, potable water, grading and drainage, sanitary sewer, erosion control, plumbing, electrical, mechanical, and structural plans, and equipment layouts, lists and schedules, parking traffic circulation studies, preliminary details and water proofing recommendations, landscape architecture, signage and way finding, fire alarm, technology / security and drawings shall show overall building dimensions and major lines of dimension.
- b. One preliminary LEED checklist to track Sustainable strategies. Pursuit of LEED certification is excluded from this scope of work.
- c. Civil Engineering: off-site paving, grading, and drainage construction plans, to support the proposed development, that meet the requirements of FDOT. Calculations shall be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal.

**3. Specifications**

AECOM shall provide outline specifications that address the quality and scope of building components and systems.

**4. Furniture, Fixtures and Equipment**

AECOM will provide a schematic layout to confirm program requirements and function and will provide recommend furniture systems to the City and will coordinate selected furniture manufacturer's layouts with electrical and low voltage engineering. Procurement, final layout and any bid analysis is excluded from the SOW. The Proposal does not include Furniture selection, procurement, bid assistance or evaluation. Furniture planning included in the scope is limited to program verification.

**5. Signage and Wayfinding**

AECOM will prepare and submit a draft of the design intent documents which will include sign location plans, sign family drawings, and graphic standards. AECOM will attend a meeting to discuss the draft submittal. This teleconference meeting will be attended by two (2) AECOM staff. Sign location plans will be produced in Revit. Construction wayfinding drawings/shop drawings will be produced by the sign vendor. Design services for areas outside of the project boundary are excluded. Temporary or construction signs are excluded from signage and wayfinding services

Interpretive Signs are excluded from signage and wayfinding services

Directory Map Design are excluded from signage and wayfinding services

Illustrations, Themed Graphics, Workplace safety signs such as OSHA signs and tags and NFPA labels, Life safety fire exit signs and evac maps are excluded from

signage and wayfinding services Digital Signage and any other type of signage not defined in this proposal are excluded. Development of naming for neighborhoods, conference rooms, and other spaces, Art & Advertising, Branding & logo design and Development of Digital Mobile Applications are excluded from these services. Only Structural or Electrical Engineering directly related to the defined scope of signage and wayfinding will be provided.

**6. Interior Design**

AECOM will provide preliminary selection of interior finishes, colors, workstations and loose furniture. Materials and photographs shall be shown in a loose presentation format.

**7. Sustainable Strategies**

- a. The facility shall incorporate sustainable strategies to achieve an energy efficient, resilient structure. AECOM will utilize the US Green Building Council version v4.1 checklist to provide a preliminary LEED sustainability approach. Pursuit of LEED Certification services are not included in this scope of work and are subject to an additional service.
- b. **Energy Modeling**  
AECOM shall provide energy modeling of the facilities to comply with Florida Energy Conservation Code and ASHRAE 90.1-2013 or the latest adopted version.

**8. Digital Models**

The digital model will be refined through the Design Development process and project rendering views will be established to illustrate perspectives to be used for the Design Development Presentation.

AECOM will provide four (4) options for proposed views from which the City may select two (2) views to be developed as 1200dpi digital renderings and utilized in Community Outreach activities and for the Design Development Presentation to the City. Renderings, Presentations, and Models beyond outlined in Scope of Work are not included.

**9. Meetings and Workshops**

**a. Progress Review Meetings**

AECOM will attend bi-weekly progress review meetings during the Design Development Phase not to exceed 6 meetings.

The meetings will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and sub-consultants as required by the project development. AECOM will provide the agenda and will request, in advance, participation of any required departments to allow for the development and coordination of the design.

The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

**GMP Reconciliation Workshop.** AECOM will attend one GMP Reconciliation Workshop at the beginning of Design Development

**b. Design Development Review Meeting**

AECOM will attend a Design Development Review Meeting to discuss City and Stakeholder comments as well as to determine content to be presented during the Presentation to the City, Commission and Mayor. The meeting will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and required sub-consultants. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

- c. Design Development Presentation to City Executive Leadership  
AECOM will attend and facilitate the presentation of the Design Development submission to the City of Fort Lauderdale Executive Leadership. The City will provide one consolidated set of comments to AECOM. The meeting will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and required sub-consultants. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.
- d. Design Development Comment Review Meeting  
AECOM will attend a Design Development Comment Review Meeting to discuss comments received from the Mayor and Commission meeting for incorporation into the Final Schematic Design. The meeting will be attended in person by AECOM's Project Manager, Project Architect and required sub-consultants.  
The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

**10. Deliverables**

- a. Signage and Wayfinding  
Deliverable: One (1) Design Intent Document set of drawings (digitally submitted). Owner will provide one written set of consolidated comments within one (1) week of submittal, which will be incorporated one time.
- b. Technology and Security  
AECOM will provide one draft design development document inclusive of drawings, outline specifications and an estimate of probable construction cost. This submission will be reviewed during the Pre-Final Comment Review Meeting to solicit feedback and prepare for the Final Presentation to the City of Ft. Lauderdale Mayor and Commission. This is intended as an electronic (pdf) submission. Excluded from these services is the provisioning of incoming or outgoing voice, data, DAS, cable television or satellite television circuits provided by the local service providers.  
Excluded from these services is the design and engineering of IT network switches, file servers, PC workstations, point of sales equipment, etc. Radio systems design, radio tower design, or 911 systems designs including any dispatch cutover services are not included in our scope. The DAS design will be developed through 35% DD illustrating antenna locations and a performance specification which the GC can use to finalize the DAS design and installation requirements with his subcontractor.

- (1) The Audiovisual (AV) design will include the following:
  - a) Basis for design narrative for DD deliverable
  - b) An AV systems design showing video display and or projector device locations, video walls equipment rack locations, system diagrams, AV details, junction boxes and conduit in support of the Audiovisual systems. The design will identify the following:
    - i. Video display device locations including large format flat panel displays, video walls, interactive whiteboards, digital signage, projectors and projection screens, etc.
    - ii. Satellite/cable television programming distribution
    - iii. Video Conferencing locations
    - iv. Infrastructure for media outlets located in Community Room

- v. Loudspeaker and microphone placement
- vi. Control system device locations including touch screens and or wall controllers
- vii. A/V equipment room locations and details
- viii. Video and audio source locations
- ix. Specifications for AV Equipment

- (2) The ICT design shall include the following.
  - a) Basis for design narrative for DD deliverable
  - b) ICT system design of all voice, and data support Infrastructure design including junction boxes, conduit, cabling and cable tray in support of the ICT systems is included in our base scope. ICT systems will support the following:
    - i. Outside plant and site details as required
    - ii. Data, and voice outlet locations
    - iii. Satellite/cable television outlet locations
    - iv. Cable trays and conduits for ICT/AV/security cabling
    - v. ICT equipment room rack layout
    - vi. Server room rack layout
    - vii. Paging system
    - viii. Master clock
    - ix. ICT details
    - x. Cabling Riser diagrams
    - xi. Support to Electrical Engineer for R56 grounding requirements
    - xii. Specifications of ICT cabling and supporting hardware
- (3) The Wireless, BDA and DAS design shall include the following:
  - a) Basis for design narrative for 30% deliverable
  - b) Wireless and DAS design of all wireless and antenna systems cabling and infrastructure design including cabling and other support infrastructure required to support the design effort.
  - c) Wireless, DAS and BDA locations as required
  - d) Antennas and infrastructure support details
  - e) Cable trays and conduits to support the wireless and antenna systems
  - f) Cabling Riser diagrams
  - g) Grounding and bonding requirements
  - h) Specifications of the Wireless, DAS and BDA systems and support infrastructure
- (4) The Security design shall include the following:
  - a) Basis for design narrative for 30% deliverable
  - b) System design of security device locations including junction boxes, conduit, cabling and cable tray in support of the Security systems. Security systems to include the following:
    - c) Access Card Reader locations
    - d) Intrusion detection devices
    - e) Surveillance camera locations
    - f) Security equipment panel locations
    - g) Security details including monitoring and secured location
    - h) Camera and access control door schedules

- i) Specifications of equipment and their integration to form a unified security platform using a single graphical user interface
- c. Presentation to City Executive leadership  
AECOM will attend and facilitate the presentation of the Concept Design submission to the City of Fort Lauderdale Mayor and Commission. The City will provide one consolidated set of comments as received from the Mayor and Commission to AECOM. The meeting will be attended in person by AECOM's Project Manager, Lead Designer, Project Architect and required sub-consultants. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.
- d. Final Design Development
  - (1) AECOM will provide one final design development document inclusive of drawings, narratives, two (2) selected digital renderings, outline specifications and an estimate of probable construction cost. Such documents shall be drawn to scale, including dimensioned drawings. Design Development Documents shall consist of a Site Plan, floor plans, sections, elevations, typical construction details, equipment layouts, and outline specifications. Outline Specifications giving basic descriptions of essential components of all systems. The Outline Specifications shall identify major materials and systems, establishing in their quality levels. Notional furniture should be illustrated for budget purposes. This document will incorporate client and key Stakeholder comments from the Pre-Final Submission and the Presentation to the City, Commission and Mayor. This is intended as an electronic (pdf) submission.
- e. Site Plan Approval.  
AECOM will provide one final design development package to the City Plan Review Division for an initial code compliance review.
  - (1) Development Review
    - a. Site Plan/Design Review (assumes site plan approval process to be led by The City)
    - b. City – Planning and Development Board
    - c. Floodplain Management Draft Design
- f. FDOT Approval Package
- g. Drawings
  - (1) One (1) Updated Bird's-Eye rendering showing all buildings and site elements
  - (2) One (1) Updated Illustrative Site Plan
  - (3) One (1) Table of Contents for specifications in CSI MasterFormat
  - (4) One (1) Architectural Design Development Package to include:
    - a. Site plan with preliminary hardscape notes
    - b. Life Safety plans with preliminary wall ratings
    - c. Floor plans, overall building sections, and elevations indicating overall dimensions and materials selection for buildings

- d. Rooms labeled and numbered
  - e. Roof plans
  - f. Reflected ceiling plans
  - g. Elevator /stair plans and sections
  - h. Typical wall sections
  - i. Typical construction details
  - j. Interior elevations of key areas
  - k. Final material selections and finish schedule
  - l. Door schedule and typical details
  - m. Casework and millwork layouts
  - n. Outline specifications in CSI MasterFormat
  - o. Performance criteria
  - p. Local code requirements
- (5) One (1) Interiors Design Development Package to include:
- a. Furniture floor plan indicating locations of workstations and loose furniture. Workstations shall be coded as" for coordination only" (NIC) and the loose furniture shall be coded as "not included in the construction documents "(NIC)
  - b. Outline specifications in CSI MasterFormat
- (6) One (1) Civil Engineering Design Development Package to include:
- a. Traffic Circulation and Analysis - AECOM will perform a general transportation analysis of the development to provide a good measurement of the configuration, level of service, roadway geometrics and traffic control devices that might be required for the proposed development, including perimeter road improvements (all abutting roads ), i.e. new sidewalk improvements along 14th Avenue.
  - b. Civil Construction Plans: AECOM will prepare the final civil construction plans in AutoCAD format and will include the following:
  - c. General Site Plan
  - d. Stormwater Analysis
  - e. Preliminary Site Grading Design
  - f. Utility Plan
  - g. Code Minimum Landscape/Irrigation Plans

- (7) One (1) Landscape Architecture Package to include:
  - a. Hardscape Plan – Material type and layout
  - b. Layout Plan – General dimensions
  - c. Sitework Details – General details and section/elevations for character and project
  - d. understanding
  - e. Landscape Plan and Details – Key elements, layout and coordination
  - f. Irrigation Plans and Details - Zone layout and mainline configuration – determine
  - g. cistern/grey water vs. potable water distribution
  - h. Preliminary Lighting Layout – Fixture type and general location (Engineering by Others)
  - i. Site Furniture – Furniture layout and general type of elements
- (8) One (1) Structural Engineering Package to include:
  - a. Initial development of structural system and dimensions
  - b. Address unique foundation conditions
  - c. Preliminary structural load assumptions and code requirements
  - d. General descriptive information for schematic pricing including estimated member sizes and description of foundations, slabs, columns, beams and girders.
- (9) One (1) Mechanical & Plumbing Engineering Design Development Package to include: Florida Design criteria and code requirements
  - a. Approximate equipment sizes and capacities
  - b. Preliminary equipment layouts with required space and clearances for equipment
  - c. Initial riser diagrams
  - d. Description of typical MP/FP distribution systems
  - e. General descriptive information for schematic pricing
- (10) One (1) Fire Protection Engineering Design Development Package to include:
  - a. Design criteria and code requirements for fire sprinkler and fire alarm systems
  - b. Approximate equipment sizes and capacities

- c. Preliminary equipment layouts with required space and clearances for equipment
  - d. Initial riser diagrams
  - e. Description of typical FP distribution systems
- (11) One (1) Electrical & ELV (Extra Low Voltage) Engineering Schematic Design Package to include:
- a. Narrative description and analysis of materials and systems, and design sketches of site and building as necessary to adequately present the design concept.
  - b. One-line diagrams of power and systems.

#### **Task 4 – Construction Documents**

**A.** During the Construction Documents Phase, AECOM will refine the approved Design Development documents inclusive of CMAR alternate systems and constructability recommendations. It is expected major systems alternate recommendations to be addressed during schematic design and no major systems revisions are intended during this Phase. The Construction Documents consists of working drawings and specifications providing sufficient detail to result in the construction of an operational facility. Activities during this phase include:

**1. GMP Coordination Workshop.**

AECOM will attend three (3) one (1) day CMAR coordination Workshop at the Beginning of 50%, 75% and 90% Construction Documents Phase and one Final GMP Reconciliation / Value Management Workshop at the completion of 100% Construction Documents. These workshops will be facilitated by the Construction Manager. The A/E team will review the CMAR list of alternate systems and constructability items in advance of the workshop and be prepared to discuss the items and determine those for inclusion to progress forward with the Design Development phase. The workshop will be attended by AECOM's Project Manager, Project Architect, and applicable sub-consultants. The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

**2. Delegated Engineering.**

Delegated Engineering is an industry standard for conventional systems where the design intent is defined along with the performance specifications. Professional design services shall be delegated for the following systems

- a. Detailing and connections of Pre-manufactured structural systems
- b. Steel stairs and landings
- c. Handrails and guardrails
- d. Light gauge steel framing
- e. Fire Protection system
- f. Fire Alarm system
- g. Exterior envelope components

**3. Signage and Wayfinding**

AECOM will incorporate owner comments and finalize the design intent

drawings. AECOM will prepare and submit the design intent documents which will include a sign location plan, sign fabrication and mounting details, a message schedule, and technical specifications.

4. Drawings

- a. AECOM shall produce drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, building systems and site work sufficient to bid and construct the Facility.
- b. Water Proofing Consultant. AECOM will engage a Water Proofing consultant to conduct 1 review of the Police Headquarters and the Parking Garage at each of the design intervals indicated in this proposal. Each review will focus on building envelope systems such roofing, waterproofing and building envelope components intended to provide waterproofing integrity and weathertightness.

5. Specifications

- a. AECOM shall provide specifications in CSI Masterformat utilizing 48 divisions.

6. Sustainable Strategies

a. Updated Sustainable Strategies

(1) The facility shall incorporate sustainable strategies to achieve an energy efficient, resilient structure AECOM will utilize the US Green Building Council version v4.1 checklist to provide a preliminary LEED sustainability approach. Pursuit of LEED Certification services are not included in this scope of work and are subject to an additional service.

b. Updated Energy Model

(1) AECOM shall provide energy modeling of the facilities to comply with Florida Energy Conservation Code and ASHRAE 90.1-2013 or the latest adopted version.

7. Digital Models

- a. The digital model will be refined through the Construction Documents process and project rendering views will be established to illustrate perspectives to be used for the Construction Documents Presentation.
- b. AECOM will provide a maximum of four (4) options for proposed views from which the City may select two (2) views to be developed as 1200 dpi digital renderings and utilized in Community Outreach activities and for the Construction Documents Presentation to the City.

8. Meetings and Workshops

a. Progress Review Meetings

- (1) AECOM will attend bi-weekly progress review meetings during the Construction Documents Phase estimated 12 meetings.
- (2) The meetings will be attended in person by AECOM's Project Manager, Project Architect and applicable sub-consultants.
- (3) AECOM will provide the agenda and will request, in advance, participation of any required departments to allow for the development and coordination of the design.
- (4) The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

(5) CMAR Coordination Workshop. AECOM will attend 3 GMP Reconciliation Workshops during this Phase

- b. Comment Review Meetings at 50%, 75% and 100% Submissions
  - (1) AECOM will attend a Construction Documents Comment Review Meeting.
  - (2) The meeting will be attended in person by AECOM's Project Manager, Project Architect and sub-consultants.
  - (3) The City will be responsible for establishing the meeting location and coordinating attendance of required project decision makers.

9. Deliverables

- a. 50% Construction Documents
- b. AECOM will provide one 50% Construction Document submission inclusive of drawings and specifications. This submission will be reviewed during the 50% Construction Documents Comment Review Meeting. This deliverable is intended as an electronic (pdf) submission. 75% Construction Documents  
AECOM will provide one 75% Construction Document submission inclusive of drawings and specifications. This submission will be reviewed during the 75% Construction Documents Comment Review Meeting.
- c. Presentation to City, Commission and Mayor
- d. 100% Construction Documents  
AECOM will provide one 100% Construction Document submission inclusive of drawings and specifications. This submission will be reviewed during the 100% Construction Documents Comment Review Meeting.  
This document will incorporate client and key Stakeholder comments from the Pre-Final Submission and the Presentation to the City, Commission and Mayor. This is intended as an electronic (pdf) submission.
- e. Drawings
  - (1) One (1) Architectural Construction Documents package to include:
    - a. Life Safety plans
    - b. Floor plans, overall building sections, and elevations indicating overall dimensions and materials selection for buildings and load/unload platforms
    - c. Roof plans and details
    - d. Reflected ceiling plans and details
    - e. Elevator /stair plans, sections, and details
    - f. Wall sections
    - g. Construction details including water proofing details
    - h. Interior elevations of key areas
    - i. Finish schedule and details
    - j. Door schedule and details

- k. Window schedule and details
  - l. Back of House equipment/millwork plans and details
  - m. Specifications in CSI MasterFormat
- (2) One (1) Interiors Construction Documents package to include:
- a. Finish boards with samples of approved interior finishes and photographs of Owner selected furniture
  - b. Coordination of furniture with electrical and data/telephone plans
- (3) One (1) Civil Engineering Construction Documents in AutoCAD format to include:
- a. Paving Grading and Drainage
  - b. Potable Water and Fire Service
  - c. Sanitary Sewer
  - d. Erosion Control
  - e. Miscellaneous Details
  - f. Specifications
  - g. Landscaping/Irrigation
- (4) One (1) Structural Engineering Construction Documents package to include:
- a. Foundation plans, schedules
  - b. Dimensions and details for footing, beams, columns, slabs, and walls
  - c. Foundations and details for site structures
  - d. Roof framing plans, typical connection details
  - e. Masonry wall reinforcing and spacing requirements for load bearing and non-load bearing walls
  - f. Coordination with waterproofing details and waterstop systems defined and shown on the architectural drawings
  - g. Roof deck attachment details
  - h. Structural calculations
  - i. Specifications in CSI MasterFormat
- (5) One (1) Mechanical & Plumbing Engineering Construction Documents package to include:
- a. HVAC floor plans for all areas showing all ductwork and piping

- b. Include duct/pipe sizes, air quantities for each room and each air inlet/outlet, volume dampers, fire dampers, smoke dampers, automatic control dampers, rises and drops in ductwork, and air inlets/outlets on the air distribution floor plans.
  - c. Duct risers and one-line piping diagram
  - d. Piping specialties
  - e. Equipment schedules and details
  - f. HVAC floor plans for all mechanical equipment rooms, with at least two cross-sections taken at right angles to each other; show all equipment located inside rooms, on roof and/or grade
  - g. Standard HVAC detail drawings
  - h. Plumbing legend, notes, and details
  - i. Plumbing floor plans
  - j. Plumbing equipment and fixture selections shown and piping sized.
  - k. Sizes, rims, and invert elevations, pipe lengths, and materials of storm and sanitary sewer systems.
  - l. Finalized riser diagrams.
  - m. Special systems: connections to equipment, floor and roof drains, and overflow protection (as applicable).
  - n. Specifications in CSI MasterFormat
- (6) One (1) Fire Protection Engineering Construction Documents package to include:
- a. Equipment layouts
  - b. Piping layouts
  - c. Required space and clearances for equipment
  - d. Riser diagrams
  - e. Specifications in CSI MasterFormat
- (7) One (1) Electrical & ELV (Extra Low Voltage) Engineering Construction Documents package to include:
- a. Clean Power will be supported by Uninterruptable Power Supply (UPS).
  - b. Interior and exterior lighting and power systems including fixture schedules.
  - c. Medium voltage system designs are to be provided by utility company. Coordination with utility company is included.

- d. Exterior lighting photometrics.
  - e. A lightning protection system will be specified for all buildings and structures and designed in accordance with NFPA 780 and UL 96A.
  - f. Data and telephone services will be specified per Publix's IT representative.
  - g. CATV utility service will be specified.
  - h. An integrated fire alarm system will be specified. The system will be designed in accordance with NFPA 101 and 72.
  - i. Access control at all facility entry locations, and additional areas requested by Publix will be specified.
  - j. Public address speakers and video surveillance cameras shall be located on site lighting poles and in buildings where required.
  - k. Centralized monitoring/recording/alarming at a back of house operations location
  - l. Drawings, including complete legend symbol list, details and schedules
  - m. Specifications in CSI MasterFormat
- f. Engineering Permitting
- AECOM shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:
- (1) Development Review.
    - a. (Submitted during Design Development)
  - (2) Water and Sewer System
    - a. Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Sanitary Sewer
    - b. Florida Department of Environmental Protection (FDEP) – Water and Sanitary Sewer
    - c. Broward County Water and Wastewater (BCWWS) – Sanitary Sewer
    - d. City – Water and Sanitary Sewer
  - (3) Paving, Grading, and Drainage System
    - a. Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Stormwater
    - b. Florida Department of Environmental Protection (FDEP) – Stormwater ERP
    - c. Florida Department of Environmental Protection (FDEP) – NPDES/SWPPP
    - d. City Engineering Division

- (4) Pavement Markings and Signage
  - a. County Traffic Engineering Division
  - b. City Engineering

#### **Task 5 – Permitting**

A. AECOM will meet with the AHJ one time prior to the submittal of the permit applications to identify potential permitting issues to address within the design documents. AECOM will meet with the AHJ to review comments on the construction documents included in the applications. AECOM will revise the 100% CDs based on the comments provided by the AHJ to provide an issued for construction set of CDs.

- 1. Multiple permit approach is included on the Scope of Work for the following packages:

- Phase 1 - Parking Garage / Firing Range
- Phase 2 - Initial Site Development
- Phase 3A - New Police Headquarters Shell
- Phase 3B - New Police Headquarters TI
- Phase 4 - Demolition of Existing Headquarters
- Phase 5 - Final Site Development

- 2. Permit Applications: AECOM shall prepare the permit applications, plans and supporting documents for submittal to the following agencies or governmental departments. If permits other than the listed herein, AECOM will address as additional services.

- a. City of Fort Lauderdale – Planning and Development Board
- b. Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- c. Florida Department of Environmental Protection (FDEP) Storm water and NPDES/SWPPP
- d. Broward County Water and Wastewater (BCWWS) – Sanitary Sewer
- e. City of Fort Lauderdale – Water and Sanitary Sewer Department City Engineering Division
- f. Broward County Traffic Engineering Division
- g. FDOT

- 3. Statutory Authorities, Applicable Codes, and Design Standards

The project will be designed in accordance with applicable codes at the time of permitting as set per the preliminary schedule and determined by the NTP. If the project is delayed by The City or other factors beyond AECOM's control causing a Change of Code during that delay, AECOM will be entitled to additional compensation to update the design to new code requirements.

#### **Task 6 – Construction Administration**

A. During the Construction Administration Phase, AECOM will provide administration of the contract for construction. AECOM's responsibility to provide construction contract administration services under this scope should start with the agreed upon construction start date. Substantial Completion is defined as the date when the facility can be used

for the intended purpose. AECOM's Construction Administration services will conclude within sixty (60) days after the date of Substantial Completion which will be defined as Final Completion. Construction duration is anticipated not to exceed 18 months from the date the CMAR receives the Notice-to-Proceed from The City. Post Occupancy Services are defined under Task 7. Activities during this phase include:

1. Construction Administration  
AECOM will utilize document management software as established by the CMAR. It is expected the project will be using a digital system like Prolog or similar for document control.
2. Construction Kick off meeting  
AECOM will participate on a Kick-off meeting to establish Construction Administration procedure and requirements and
3. Construction Observation.
  - a. AECOM will visit the site at intervals appropriate to the stage of The City's operations and progress of the construction.

Site Visit Frequency:

(1)	Architect	every month or twenty (20) total visits
(2)	M-E-P Engineer	Eight (8) visits
(3)	Fire Safety Engineer	Four (4) visits
(4)	Structural Engineer	Eight (8) visits
(5)	Civil Engineer	Ten (10) visits
(6)	Water Proofing Consultant	Three (3) Visits
(7)	Wireless, BDA and DAS Engineer	Three (3) Visits
(8)	Security Design Engineer	Three (3) Visits
(9)	System Design Engineer	Three (3) Visits

4. Special Inspections

Testing required for Water System, Sanitary System, Paving, Grading and Drainage system certification will be scheduled as required by the construction schedule, but not to exceed the number of Civil visits listed above. It is the CMAR responsibility to coordinate through AECOM the scheduling of testing required for certifications. Additional testing required due off sequence requests, will be performed as additional services. AECOM will perform periodic observation of construction as necessary to confirm construction is in accordance with the approved plans. The construction observations and certification for the work is for an anticipated construction period of 8 months for utilities.

5. Submittal Reviews AECOM will review and approve submittals, such as shop drawings, product data, mock-ups, and samples for the project, for the limited purpose of checking for conformance with information given and the design intent expressed in the contract documents. Such action should be taken subsequent to CMAR review and approval. Review of submittals will be conducted with reasonable promptness (ten working days turn around) as to cause no delay in the project or in the activities of the CMAR. AECOM will

maintain a record of submittals and copies of submittals supplied by the CMAR in accordance with the requirements of the contract documents. AECOM will perform up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal. It is assumed Shop drawings will be submitted as one consolidated package for each respective section following CSI numbering and requirements as determined on the Project Specifications.

6. RFI's: Review properly prepared and timely requests by the CMAR for additional information about the contract documents. RFI's should include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. It is expected RFI's to be used as time sensitive documents meant to clarify technical items on the construction documents. Any other requests should be done via other means. AECOM will be entitled to additional services for RFI's requiring changes in design caused by omissions, off sequence work or lack of coordination by the CMAR. Review of RFI's will be conducted with reasonable promptness (five working days turn around)
7. Change Orders. AECOM will review Proposed Change Orders and provide Construction Change Directives. Review requests for changes in the project, including adjustments to the contract sum or contract time.
8. Review Applications for Payment. AECOM will visit the site once a month inclusive of the monthly site walk thru to process application for payment. AECOM shall review and certify the amounts due the CMAR and shall issue certificates in such amounts and maintain a record of the applications and certificates for payment.
9. Substantial Completion Inspection: Upon the request of The City, AECOM will conduct inspections of the completed work to determine compliance with construction contract documents. Such inspections should be conducted to check the CMAR fulfillment of the requirements of the contract documents as it pertains to the construction of the project and to verify accuracy and completeness of the punch list prepared by the CMAR.
10. Meetings
  - a. Construction Kick off Meeting.
  - b. Construction Progress Meetings. AECOM will attend AOC coordination meetings once a month at the construction site or at a location as determined by The City.
  - c. It is assumed the CMAR will be responsible for recording and issuance of meeting minutes.
  - d. Construction Progress Calls. AECOM will attend AOC coordination teleconference meetings once every other week.
  - e. Building Envelope Preconstruction meeting. AECOM will participate in 1 full day of preconstruction meetings for major building envelope systems which are anticipated to include below grade waterproofing, above grade waterproofing and building sealants, exterior glazing, exterior wall systems, roofing and related sheet metal flashing. AECOM Project Manager and Water proofing consultant will participate on the meeting.
11. Deliverables

- a. Construction Observation Reports
- b. Monthly Observation Reports

#### **Task 7 – Post Occupancy Services**

- A. During the Post Occupancy Services Phase, AECOM will aid the City on obtaining and recording Record documents for the project. Activities during this phase include:
  - 1. Record Drawings  
AECOM will provide one (1) electronic set of Record drawings based on CMAR provided remarks.
  - 2. Operations and Maintenance Manuals  
AECOM will review CMAR provided OAMM for conformance with the Construction Documents
  - 3. Facility Observation and Training Services  
AECOM will verify CMAR provided log for Training Services but will not facilitate nor attend such trainings
  - 4. Facility Observation  
Observe the operation of the building and building systems for a period of one year during a site visit every quarter (4 visits) attended by one AECOM representative.
  - 5. Meetings  
No meetings are expected for this phase
  - 6. Deliverables  
Quarterly Observation Site Visit Report

**EXHIBIT "B"**  
**Compensation and Methods of Payment**

**TABLE OF CONTENTS**

- I. Method of Compensation
  - a. Table of Tasks and Fees
- II. Project Hourly Rate Schedule
- III. Project Hourly Cost Breakdown

## Methods of Compensation

### Total Compensation

Architect's total compensation to be paid for all services rendered and costs incurred by Architect in completion of such services pursuant to this Agreement shall not exceed \$6,000,000.00. This compensation will be based on the following table which outlines Two (2) different methods of payment / compensation depending on the service provided and / or Task identified. Refer to table below.

The Two (2) methods are defined as:

1. Lump Sum based on Percentage of Completion
2. Not to Exceed based on Percentage of Completion and in accordance with approved hourly rate schedule

The parties acknowledge that both the Lump Sum and Not to Exceed methods of compensation shall also be based and approved on the percentage of completion basis of these services. These methods of payment shall also include the following Architect's consultants which services have been included as part of this agreement, with the following exceptions of services which will be on a flat rate (lump sum) method of compensation based on percentage of completion:

1. Community Engagement Services

# I. a Table of Tasks and Fees

Method of Payment					
Task					Total
Task 1a – Discovery Phase		LS			\$148,605.00
Task 1b – Program Verification Phase					
Community Engagement Services		LS			\$55,595.00
Task 1c – Concept / Site Development		LS			\$389,193.00
Task 2 - Schematic Design Phase			NTE		\$829,203.00
Task 3- Design Development Phase			NTE		\$1,235,059.00
Task 4 – Construction Documents Phase – Parking Garage / Firing Range			NTE		\$559,705.00
Task 4 Construction Documents Phase – Headquarter Building			NTE		\$1,303,179.00
Task 5 - Permitting		LS			\$213,148.00
Task 6 – Construction Administration- total 18 months		LS		\$57,814.33 Per Month w/final month being \$57,814.39	\$1,040,658.00
Task 7 – Post Occupancy Phase		LS			\$75,655.00
Reimbursable Expenses			NTE		\$150,000
<b>Project Total Not to Exceed</b>					<b>\$6,000,000</b>

L e g e n d

**LS -** Lump Sum

**NTE -** "Not to Exceed" (Any request for variances is subject to the review and approval of the City. At no time will the adjustments be considered if it exceeds 10% in billing per task provided that the aggregate value of Tasks 2-4 is not exceeded)

PROJECT HOURLY COST BREAKDOWN

			Office	Field
Safety Principal	AECOM	Project Management	\$ 200	\$
Project Manager	AECOM		\$ 190	\$
Assistant Manager	AECOM		\$ 150	\$
Assistant Project Manager	AECOM		\$ 115	\$
Engineering Principal	AECOM	Architecture	\$ 245	
Principal	AECOM		\$ 245	
Structure Lead	AECOM		\$ 199	
Architect	AECOM		\$ 175	\$
Assistant Architect	AECOM		\$ 150	\$
Safety Architect	AECOM		\$ 130	\$
Project Architect	AECOM		\$ 115	\$
Architectural Designer	AECOM		\$ 145	\$
Structural Designer	AECOM		\$ 115	\$
Architectural Designer	AECOM		\$ 85	\$
Specialist	AECOM		\$ 147	\$
Engineering Director	AECOM	Urban Design Public Realm	\$ 235	
Engineering Lead	AECOM		\$ 179	
Planner	AECOM		\$ 147	
Coordinator	AECOM		\$ 120	
Designer	AECOM		\$ 85	
Urban Designer	AECOM		\$ 150	
Designer	AECOM		\$ 116	
Urban Designer	AECOM		\$ 85	
Viability / Resiliency Specialist	AECOM	Sustainability and Resiliency	\$ 150	
Landscape Architecture Director	AECOM	Landscape Architecture	\$ 190	\$
Landscape Architecture Lead	AECOM		\$ 175	\$
Landscape Architect	AECOM		\$ 140	\$
Landscape Architect	AECOM		\$ 115	\$
Landscape Designer	AECOM		\$ 85	\$
Administrative	AECOM	Administrative	\$ 70	\$
Administrative	AECOM		\$ 50	\$
Administrative	AECOM		\$ 40	\$
Interior Design Lead	AECOM	Interior Design	\$ 195	
Senior Designer	AECOM		\$ 150	
Senior Designer	AECOM		\$ 115	
Senior Designer	AECOM		\$ 85	
Construction Manager	AECOM	Project Scheduling	\$ 187	\$
Cost Estimator	AECOM	Cost estimating	\$ 220	\$
Assistant Cost Estimator	AECOM		\$ 160	\$
Estimator	AECOM		\$ 150	\$
Document Control Specialist	AECOM	Document Control	\$ 85	\$
Manager	Tim Haahs	Parking Consultant	\$ 260	
Assistant Manager	Tim Haahs		\$ 180	
Engineer	Tim Haahs		\$ 145	
Designer	Tim Haahs		\$ 130	
Acoustical Engineer	AECOM	Acoustical Engineer	\$ 200	
Acoustical Engineer	AECOM		\$ 150	
Acoustical Engineer	AECOM		\$ 135	
Acoustical Engineer	AECOM		\$ 90	
Engineering /FP Engineering Lead	Hammond		\$ 130	

I	Hammond		\$ 40	
Engineering Lead	AECOM	Mechanical / Electrical Engineering	\$ 225	\$
Engineer	AECOM		\$ 150	\$
Project Engineer	AECOM		\$ 116	\$
Engineer	AECOM		\$ 130	\$
Project Engineer	AECOM		\$ 100	\$
Engineering Designer	AECOM		\$ 130	\$
Engineering Designer	AECOM		\$ 95	\$
Engineering Designer	AECOM		\$ 85	\$
al	KEITH	Civil Engineering	\$ 255	
Project Manager	KEITH		\$ 160	
: Manager I	KEITH		\$ 120	
: Manager II	KEITH		\$ 140	
: Manager III	KEITH		\$ 150	
nt Project Manager	KEITH		\$ 88	
uction Manager	KEITH		\$ 150	
Traffic Engineer	KEITH		\$ 160	
er I	KEITH		\$ 90	
er II	KEITH		\$ 100	
er III	KEITH		\$ 110	
ering Inspector I	KEITH			\$
ering Inspector II	KEITH			\$
ering Inspector III	KEITH			\$
Surveyor & Mapper	KEITH	Surveying		\$
: Surveyor I	KEITH			\$
: Surveyor II	KEITH			\$
cian I	KEITH			\$
cian II	KEITH			\$
cian III	KEITH			\$
Party (2) Person	KEITH			\$
Party (3) Person	KEITH			\$
Laser Scanning	KEITH			\$
Planner	KEITH	Landscape Architecture	\$ 140	
r	KEITH		\$ 100	
Landscape Architect	KEITH		\$ 145	
st	KEITH		\$ 140	
ape Designer I	KEITH		\$ 90	
ape Designer II	KEITH		\$ 100	
ape Designer III	KEITH		\$ 125	
Utility Coordinator	KEITH	Utilities coordination		\$
face Utility Location Manager	KEITH			\$
face Utility Field Supervisor	KEITH			\$
Coordination Manager	KEITH			\$
Coordinator	KEITH			\$
Designating/GPR	KEITH			\$
n Excavation Test Hole (Pervious	KEITH			\$
n Excavation Test Hole (Impervious	KEITH			\$
ical	KEITH	Administrative	\$ 69	
I	KEITH		\$ 60	

resident	Thornton Tomasetti	Structural Engineering	\$ 250	
ite	Thornton Tomasetti		\$ 235	
Project Engineer / Director	Thornton Tomasetti		\$ 200	
: Engineer / Director	Thornton Tomasetti		\$ 150	
Building Information Modeler	Thornton Tomasetti		\$ 142	
g Information Modeler	Thornton Tomasetti		\$ 145	
Engineer / Architect / Designer	Thornton Tomasetti		\$ 130	
er / Architect / Designer	Thornton Tomasetti		\$ 95	
ional Security Specialist	Thornton Tomasetti		\$ 200	
ized Inspectors Representative	Thornton Tomasetti		\$ 85	
istrative Support Staff	Thornton Tomasetti		\$ 60	
/ Security Engineering Lead	AECOM	IT / AV and Security	\$ 255	
AV / Sec Engineer	AECOM		\$ 230	
/ Sec Project Engineer III	AECOM		\$ 160	
/ Sec Engineer I	AECOM		\$ 140	
AV / Sec Project Engineer	AECOM		\$ 100	
AV / Sec Engineering Designer	AECOM		\$ 115	
/ Sec Engineering Designer	AECOM		\$ 130	
AV / Sec Engineering Designer	AECOM		\$ 85	
ramental Director	AECOM	Environmental	\$ 210	\$
ramental Abatement Lead	AECOM		\$ 180	\$
Ecologist	AECOM		\$ 120	\$
ist	AECOM		\$ 85	\$
ogist	AECOM		\$ 70	\$
alyst	AECOM		\$ 75	\$
Outreach Principal	Adams	Public Engagement	\$ 167	
Outreach Associate	Adams		\$ 100	
Information Specialist	Adams		\$ 75	
I	Adams		\$ 45	
lic Art / Branding Specialist	AECOM	Public Art / Branding	\$ 140	
Art / Branding Specialist	AECOM		\$ 98	
lic Art / Branding g Specialist	AECOM		\$ 75	
Expeditor	Judi Witkin & Associates	Permit Expeditor	\$ 250	
tant	CMC	Water Tightness Consultant	\$ 170	
al Engineer	Nutting Engineers	Geotechnical Engineering	\$ 175	
: Engineer	Nutting Engineers		\$ 150	
I / Administrative	Nutting Engineers		\$ 60	