

AGREEMENT

Between

City of Fort Lauderdale

And

Kimley-Horn and Associates, Inc.

for

**LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES (EASTERN CORRIDOR)
REQUEST FOR QUALIFICATIONS (RFQ) NO. 12739-1031**

AGREEMENT

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

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

and

Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of Florida, (hereinafter referred to as "CONSULTANT" or "Consultant")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of October 1, 2024, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Consultant Services for the Las Olas Corridor Design Consultant Services, Request for Qualifications (RFQ) No. 12739-1031, incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Transportation and Mobility Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation RFQ No. 12739-1031, this Agreement, all Exhibits attached to this Agreement, City approved Change Orders, addenda or amendments to all related documents to the Change Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, and CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications No. 12739-1031.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.

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

- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBCONTRACTOR/SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2024).
- 1.27 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.28 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.29 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2

PREAMBLE

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

- 2.1 Pursuant to Section 287.055, Florida Statutes (2024), 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 (2024), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: the referenced segment for this design RFQ will include descriptions, existing conditions, recommended design criteria, scope of work and other for the Las Olas

Boulevard Eastern Corridor span from SE 17th Avenue to State Road A1A (Las Olas Isles and the Beach) as more specifically described in Exhibit "A" Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

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

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2024), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ) No. 12739-1031.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications (RFQ) No. 12739-1031.

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

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

ARTICLE 6
TASK ORDERS

- 6.1 The Project will be divided into "Tasks."

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **Two Million Four Hundred Seventy-Two Thousand Eight Hundred Eighty-Six Dollars and Zero Cents (\$2,472,886.00)**. It is agreed that the method of compensation is that of a "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "C".

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

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

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

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

accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

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

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

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

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

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

8.4 METHOD OF PAYMENT

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

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

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

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

The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the

ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

Payment Card Industry (PCI) Compliance:

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

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

8.4.5 Payment will be made to CONSULTANT at:

Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, Florida 33324

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in accordance with the terms of the Agreement.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over

\$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with the terms of this Agreement. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

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

associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one “best value” bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;

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

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

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

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

period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

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

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes (2024). They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

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

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

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

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

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

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

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

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

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

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

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess

of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

12.7 SUB-CONSULTANTS

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

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

The list of subconsultants submitted is as follows:

- The Image Network, Inc. of Delaware d/b/a Dover, Kohl & Partners
- Keith and Associates, Inc. d/b/a KEITH
- H2R Corp
- K-Ster Design, Inc.
- Dickey Consulting Services, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

- 12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, its elected and appointed officials, and its agents, from all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, including the trial and appellate levels, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and any persons employed or utilized by CONSULTANT in the performance of this Agreement, and any associated Task Orders or Work Authorization. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.
- 12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement.

Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes (2024), or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

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

The Certificate Holder should read as follows:

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

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

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

The Consultant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is

later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

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

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

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

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize 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.

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

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

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

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

12.25 EXHIBITS

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

of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENT

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

12.27 NOTICES

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

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

With a copy to: City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5037

CONSULTANT: Kimley-Horn and Associates, Inc.
Marwan Mufleh, Project Manager
8201 Peters Road, Suite 2200
Plantation, Florida 33324
Telephone: (954) 535-5100
Email: marwan.mufleh@kimley-horn.com

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its 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 consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.33 EVALUATION

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

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), 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 (2024), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

12.36 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FL 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the City's approval, the City, its employees, officers, elected officials, appointed officials, agents, and

volunteers from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, 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.

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

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

12.40 NON-DISCRIMINATION

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

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to

pursue any remedy stated below or any remedy provided under applicable law.

3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Consultant and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes (2024), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subconsultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The

Consultant is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095, Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this section in its subcontracts. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095, Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

CONTRACTOR

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC., a
North Carolina corporation authorized to
transact business in the State of Florida.

Print Name

By: _____
BRIAN A. GOOD
Title: _____

Print Name

ATTEST:

(CORPORATE SEAL)

By: _____
Secretary

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this _____ day of _____, 2024,
by Brian A. Good, as _____, for Kimley-Horn and Associates, Inc., a North
Carolina corporation authorized to transact business in the State of Florida.

(NOTARY SEAL)

(Signature of Notary Public - State of Florida)

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

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

EXHIBIT A – Project Title, Project Description, Specific Scope Services, Project's Assumptions, Performance Schedule, and Budget

I. PROJECT TITLE

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES EASTERN CORRIDOR

II. PROJECT DESCRIPTION

The scope of the project is to implement the conceptual design vision for Las Olas Boulevard which has been presented to the commission and the public. Based on that concept vision plan, the design team has been requested to prepare and advance the design to the 60% Design Level with initial permitting to be the basis of the design criteria package for a design-build firm to complete and construct the improvements. It is our understanding that the concept in the Conceptual Design Vision document prepared by The Corradino Group in June 2021 has been accepted by the City of Fort Lauderdale and that Kimley-Horn will advance the design development, the selection of materials, and the completion of the CAD drawings to prepare 60% Design Documents for use to aid the City in the selection of a design-build team to complete the project.

As we understand, this project is not a Local Agency Program (LAP) project and will not require LAP process submittals to Florida Department of Transportation (FDOT). However, FDOT permitting coordination will be needed where the corridor intersects State roads.

The project will be managed by the City's Transportation and Mobility Department (TAM) through a dedicated project manager who will be the Consultant's point of contact.

III. SPECIFIC SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services to City of Fort Lauderdale ("Client" or "City") for providing engineering services for Las Olas Corridor Design Consultant Services Project. The Las Olas Corridor Improvements Project scope for the eastern segment is limited to the following:

Las Olas Blvd right of way from east curb return of SE 17th Avenue to SR A1A.
Reconstruction of Sospiro bridge and study of options for the improvements of the Intracoastal Waterway bridge. Consultant will build on the concept plans developed previously for the City and advance them to 60% construction documents.

The Consultant will provide engineering and design services to produce a Design Criteria Package that entails roadway, bridge, landscape, hardscape, drainage, lighting, signalization, signs, pavement markings, utility coordination, and prepare 60% level project implementation documents consisting

of plans, permit applications, and project cost estimates within the project limits noted above. The Design Criteria Package will be provided as one design and bid package.

The Consultant will provide the requested scope of services in the following phases:

- Phase One – Advance Concept to Selected Alternative Plan
- Phase Two – Schematic Design
- Phase Three – Design Development
- Phase Four – Bidding
- Phase Five – Construction Administration

Scope of Services

The Consultant will perform the services specifically described below.

TASK 1 – BASE INFORMATION/ RECONNAISSANCE/ UNDERSTANDING

Kimley-Horn will lead this task with Dover Kohl's assistance. However, Dover Kohl will lead the Urban Analysis subtask and facilitate the public outreach process. Consultant will conduct the following services:

Task 1.1 Project Mobilization and Kick-off Meetings

- At the start of the project, our team will attend a combined meeting with the various City Departments including TAM, Development Services, Utilities, Sustainability, procurement, and others to review base information needs, agree on project strategy, identify roles, responsibilities and expectations and develop a detailed schedule for the creation of the design criteria package.
- Request and obtain from City confirmation of all available existing studies, past studies, traffic studies, current construction, sustainability initiatives, planned projects and base information for review by the design team.
- Development of project procedures, preliminary schedules, development of project database.
- Identification of the City's goals in using alternative construction delivery methods, the team will discuss advantages and disadvantages and contrast it to the City's goals to allow the City to confirm the preferred method.
- Confirmation of design criteria and standards.
- Discussion of management plan including communication and documentation plans.
- Discuss Kimley-Horn's grant funding assistance resources and approach.
- A follow-up staff meeting with City to complete the above.

Task 1.2 Review of Existing Plans and Studies

- Our team will coordinate with TAM to discuss existing and proposed local planning efforts, and pertinent regulations and studies, as well as federal, state, and local requirements.

- Review of existing data and assessment of needed additional data.
- Review traffic analysis, especially at the Las Olas Boulevard intersections.
- Review and document existing parking along the corridor.
- Mobility review, pedestrians, bikes, scooters, and transit.
- Field observations to log sign inventory and above ground surface features.
- Infrastructure review and further testing required including existing and proposed utilities.
- Confirmation of typical section dimensions.
- Review of City stormwater master plan, sustainability initiatives, and resiliency planning framework related to the project as provided by the City.

Task 1.3 Base Mapping and Survey

Consultant will contract with a subconsultant to provide a topographic survey that will serve as background on the design drawings. Refer to attached survey scope. Survey of the Las Olas Blvd segment between northbound and southbound SR A1A which will be provided as an optional service since that segment was recently improved under the beach projects. Conduct a field review to confirm information shown in the survey. Consultant's team will coordinate with City's Public Works to have them provide access to drainage structures where needed.

Task 1.4 Subsurface Utility Exploration (SUE)

Consultant will contract with a subconsultant to provide SUE services. Refer to attached SUE scope which includes vacuum excavation test holes to locate existing utilities.

Task 1.5 Geotechnical Services

Consultant will contract with a subconsultant to provide geotechnical services including pavement cores, standard penetration test and percolation tests. Refer to attached geotechnical scope.

Task 1.6 Existing Pipe Condition Assessment

City will identify and recommend any proposed improvements to their utilities. Review of pipe inspection videos and reports of existing pipes that assess conditions will be provided as additional services and is not included in this scope of work.

Task 1.7 Traffic Engineering Services Consultant will collect existing vehicle speed data along the Las Olas Boulevard corridor at three (3) locations between SE 17th Way and A1A for 72 consecutive hours.

- Preferred dates of data collection will be coordinated with the client to determine if collecting speed data for weekend conditions is necessary.
- Consultant will analyze the impacts of the following improvements along the Las Olas corridor:
 - Functionality of four (4) proposed pedestrian crossings along Las Olas Boulevard between S Gordon Road & Nurmi Drive

- Functionality of proposed pedestrian improvements at the intersection of Las Olas Boulevard & Sunset Drive
- Determination of the need for median improvements/modifications at the intersections of:
 - Las Olas Boulevard & Birch Road
 - Las Olas Boulevard & Las Olas Circle
- Evaluate bicycle signal improvements at the intersection of Las Olas Boulevard & SE 25th Avenue
 - As part of this analysis Synchro 12 will be used to develop LOS and delay at the intersection above for existing, background year, and future total intersection conditions
 - An optimized signal timing plan will be developed based on the traffic volume and bicycle volume data provided by the City
- Review traffic from the previous study from the Conceptual Design Vision of the Eastern Corridor.
- Intersection turning movement data and pedestrian data is assumed to be provided by the City, if new turning movement data or pedestrian count data is required as part of this analysis, it will be conducted as additional services.

Task 1.8 Multimodal Analysis Services

- Conduct mobility analyses to evaluate proposed pedestrian crossings, bike lanes, and speed reduction methods using standards presented in the latest version of the FDOT Design Manual (FDM).
- Evaluate transit serviceability for the corridor within the study area and summarize the available routes and route information.
- Additional traffic analysis services including midblock crosswalks at non-signalized locations that have not been analyzed in previous studies may be provided as additional services.

Task 1.9 Urban Analysis

- Consultant will become familiar with the physical details of the Boulevard area and the historic patterns or urbanism and architecture of the surrounding region.
- Collect and analyze data from multiple resources in order to take an in-depth look at the Corridor.
- Identify rest area nodes and opportunities for views of the waterways for pedestrians and bicyclists.

Task 1.10 Preliminary Engineering Data Review

- Review roadway design survey, right of way dimensions, easements, and existing roadway features including street profiles and identify low lying areas.
- Identify right-of-way concerns and constraints.
- Review sight distance from side street bridges and identify potential solutions.
- Prepare preliminary corridor plan view sheets using the design survey as the base.
- Develop proposed profiles for eastbound lanes to match westbound lanes to minimize flooding between S. Gordon Road and Sunset Drive. Consider ADA issues and tie-in to existing conditions and side streets.
- Develop existing typical sections and cross sections and review impacts of moving curb in in accordance with the proposed typical section.
- Review available existing and proposed drainage structure information and identify drainage impacts. City to provide access to structures for review of drainage structures or documentation of existing conditions.
- Review location of existing utilities from subsurface utility exploration data relative to road right of way.
- Receive from the City their proposed sustainability projects to assess impacts on the project. The City will implement sustainability projects separate from this project.
- Review City provided utility capacity improvements and Capital Improvement Projects to understand its impact on the project.
- Meet with City staff to discuss results of the data review.
- Prepare a plans package for initial contact with utility owners in the corridor.
- Review adjacent properties parking conditions and circulation to consider during maintenance of construction and project phasing.
- Conduct an analysis for improvement options of the segment between northbound and southbound SR A1A.
- Review Sospiro bridge reconstruction options.
- Conduct an analysis of improvement options on the Intracoastal Waterway bridge under optional services.

TASK 2 – PRELIMINARY CONSENSUS BUILDING

- Consultant will build on the public outreach results from the previous Concept Study. The goal is to firm up and revisit the proposed landscape and hardscape design.
- Dover Kohl will play a key part in the development of the design concepts and the public workshops.

- Dickey Consulting will provide logistical support for the public workshops, prepare a formal public outreach plan document, prepare and distribute meeting handouts and minutes.
- The City will provide all website related services and updates as part of the public outreach process.
- The City will identify all stakeholders, prepare all notices and invite for public meetings. The City will also provide meeting venues.

TASK 3 – PUBLIC WORKSHOP - CREATION OF PLAN

Consultant team with Dover Kohl's lead will conduct a public workshop limited to the undefined aspects of the Corradino Plan such as themes, fixtures, and finishes. The topics for discussion include materials, colors, patterns, landscaping, poles fixtures, rest nodes and other similar elements.

The plan will be illustrated with the extensive use of graphics to make it easy for the public and staff to interpret and use. The plan will be consistent with the Conceptual Streetscape Design for Las Olas Boulevard Study.

Kimley-Horn will prepare the engineering layout of the concept while partnering with Dover Kohl to create the urban plan aspects of the design through adoption of the selected alternative plan.

Kissinger Design has extensive experience on the corridor and with the stakeholders as well as leading major public meetings for City projects. They will partner with the team to advise on the concept plans and participate in the public workshops.

The Draft Plan will address the following elements.

Task 3.1 Street Standards

Define design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards typically entail design specifications for sidewalks, the number and widths of travel lanes, multimodal transportation areas, curb geometry, street furniture, trees and landscaping, and lighting.

Task 3.2 Streetscape

The streetscape design consists of the following

- Update street typical sections for review by City
- Determine street lane geometry including intersection turn lanes
- Coordinate pavement types and patterns
- Coordinate street furniture selection and placement
- Identify raised intersection treatment
- Identify desired rest node spaces
- Locate mobility-related furnishings and spaces – bike racks and micro-mobility corrals

- Strategize the integration of public art, wayfinding, and context-appropriate treatments to reinforce the sense of place
- Develop aesthetically pleasing crosswalk treatments that improve pedestrian safety

Task 3.3 Landscape

- Coordinate with City staff to determine preferences and identify best practices
- Develop initial planting strategies.
- Consider the integration of bioretention cells as a component of a treatment for stormwater quality and conveyance.
- Develop initial plant palette of Florida-friendly trees, shrubs, and groundcovers
- Select plant material considering water requirements and long-term maintenance.
- Identify irrigation solutions with City staff.

Task 3.4 Resiliency

Consultant will coordinate with the City to consider the following resiliency issues.

- Social resiliency
 - a. The design will focus on creating places people want to be now and in the future.
 - b. The design will consider shade and the effects of excessive heat and the heat island effect. This includes consideration of size and type of trees.
 - c. The design will incorporate elements that encourage adaptation and growth in response to disruption.
- Material selection
 - a. The design will explore lighter material colors, to mitigate the urban heat island effect. This will include consideration for material durability, lifespan, and maintenance costs.
 - b. The design will study and seek to capitalize on pedestrian and bicyclists experiences.
 - c. Explore use of Full-Depth Reclamation (FDR) of pavement to recycle materials and reduce material hauling.
 - d. Consider plant species that are adapted for a coastal urban environment and can thrive in a changing climate with rising groundwater.
- Hurricane Evacuation Route
 - a. Design will consider that Las Olas Blvd is an evacuation route.
- Bridge(s)
 - a. Sospiro bridge will be reconstructed and widened. The Intracoastal Waterway bridge will be studied for potential improvements.
- Utilities

- a. Design will be coordinated with the City's Utilities Department to consider potential for concurrent hardening of existing utilities and considerations for utility lifespan with respect to rising sea levels and rising groundwater. If the City identifies and wishes to include utility hardening design in the scope it will be included as additional services.
- Technology and connectivity
 - a. Coordinate with City regarding need for cameras, wi-fi, etc. to consider their placement within the corridor. This scope does not include design of security or telecommunication systems.
- Stormwater
 - a. The design will consider previously-identified stormwater improvements along the project limits. The City proposes to implement their resiliency projects separate from this project. However, the proposed typical section will require redesign and reconstruction of curb inlets.
 - b. Existing drainage structures that are in conflict with curb ramps and crosswalks will be evaluated for relocation alternatives.

Task 3.5 Water and Sewer Conditions

- Review with City staff water and sewer facilities as related to the proposed improvements and consideration for future plans. This scope does not include design of water and sewer facilities since no such improvements have been identified by the City.

Task 3.6 Signage Consideration

- Review of sign inventory and develop an efficient corridor plan that reduces clutter yet is informative.
- Develop wayfinding solutions that are unique to Las Olas Boulevard.
- Discuss informative methods for connectivity of various modes of transportation.

Task 3.7 Street Lighting

- Develop preliminary photometric model for corridor and intersections
- Verify lighting level criteria for approval by the City
- Coordinate selection of lighting fixtures
- Develop preliminary photometric lighting layout
- Determine landscape lighting features desired
- Identify potential for festoon/string lighting
- Identify feasible lighting service point locations

Task 3.8 Traffic Signal Design

- It is anticipated that existing signals will remain. However, proposed north-south pedestrian connectivity may require modifications to the newly installed pedestrian crossing controls. It is understood that with the newly proposed roadway improvement may require modifications to the newly installed pedestrian crossings may be necessary.

Task 3.9 Franchise Utility Coordination

- Review subsurface utility investigation data to determine approximate locations of existing utilities and potential conflicts.

Task 3.10 Public Workshop

Prepare for and attend public workshop. The City will coordinate limited stakeholder feedback from specific groups (Counsel of Civic Associations, HOAs, etc.) and provide feedback to the Consultant. The City will attend HOA meetings as needed and provide feedback to the Consultant to consider in the preparation of the final plan.

Task 3.11 Draft Plan

- Prepare and compile Draft Plan for the base concept utilizing elements prepared in tasks 3.1 to 3.10.

Task 3.13 Grant Funding Assistance

- Using Kimley-Horn's proprietary application, Grant Source, identify potential grant funding sources
- Meet with City to discuss grant options and requirements
- Summarize applicable grant opportunities along with their requirements and submit to City for review

TASK 4 – CITY COMMISSION CONFERENCE MEETING – UPDATED ALTERNATIVE PLANS

Task 4.1 Consultant will meet with TAM staff to discuss stakeholder input. Based on feedback from the first public workshop and follow up feedback from key stakeholders, prepare the updated alternative plan. Present the results of the public involvement process and updated plans at a City Commission conference meeting to seek approval or confirmation for next steps. Conference meeting to include conceptual renderings and graphics.

Following the Commission meeting, meet with TAM staff to discuss Commission direction to agree on updates to the plan.

Task 4.2 Preliminary Agency and Permit Coordination

During this process coordinate with the following agencies to use reasonable professional effort to establish the plan that addresses their concerns.

- Public Works
- Sustainability Division
- City Utilities
- City Building Department
- Development Review Committee (DRC)
- Planning and Zoning (P&Z)
- Architectural Appearance Committee (AAC)
- Broward County Traffic Engineering
- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation (FDOT)

TASK 5 – SECOND CITY COMMISSION CONFERENCE MEETING – FINAL PLAN

Task 5.1 Consultant team with Dover Kohl's lead will update the plan based on Commission's input.

Task 5.2 Present the final plan to the Commission.

TASK 6 – OPTIONAL/CONTINGENCY SERVICES

Task 6.1 COMMISSION CONFERENCE MEETING

Consultant team including Dover Kohl will attend another Commission meeting if requested by the City on a contingency basis. The City's TAM representatives will make the presentation and Consultant will attend to answer questions.

Task 6.2 PUBLIC WORKSHOP

Consultant team with Dover Kohl lead will prepare for and conduct another public workshop if requested by the City on a contingency basis.

Task 6.3 Prepare for and attend team meetings.

Task 6.4 GRANT APPLICATIONS ALLOWANCE

Scopes of grant application vary greatly based on the type of grant. An allowance is included in this proposal to cover grant applications that fall within that amount. If additional funding is needed, it will be provided as additional services.

TASK 7 – DEVELOP DESIGN AND CONSTRUCTION DOCUMENTS

Upon acceptance of the selected alternative (final plan) by the City, begin preparation of the design documents including the following tasks.

Task 7.1 Design-Build Criteria documents

- Coordinate preliminary RFP criteria document language
- Conduct meeting with City's procurement and legal representatives to discuss document framework.

Task 7.2 Schematic Design (SD) and Plans

During this phase of work, the overall project will be developed in sufficient detail to fix and describe the project elements, as well as to further refine the character of the improvements. The design will address infrastructure hardening and resiliency measures that are part of the street design features. Resiliency measures such as stormwater pumps or utility hardening may be included as additional services after they have been identified.

Refinements to the proposed development entails:

- Roadway improvements with proposed horizontal and vertical alignments
- Tree Disposition Plans
- Specialty Detailing for placemaking elements

Landscape architectural plans will consist of the following:

- Hardscape plan sheets – delineating extents of hardscape pavement /sidewalk treatments, site furnishings, landscape lighting locations,
- Hardscape detail sheets – in support of hardscape plans, mock up details for SD plans
- Planting plan sheets identifying proposed, preserved, and transplant receptor sites for plant material.
- Planting detail sheets – with specialty detailing associated with planting design, with suspended pavement system details, if desired by City. Mock up details for SD plans
- Irrigation plan sheets – identifying points of connection, irrigation equipment , and project irrigation calculations
- Irrigation detail sheets - in support of irrigation plan elements, mock up details for SD plans
- Wayfinding Signage plans and elevations – Prepare concepts for sign types and layout, Revise signage design through iterative process, integrating with established contextually relevant themes. Design Criteria and plans will identify signage design intent for materials, and colors, as well as destination program and map.

Task 7.3 30% Design Plans

Once the Schematic Design work has been completed and preliminary budgets have been approved and reviewed, the design team will embark on the development of the Design-Build criteria construction documents necessary for the improvements.

Implementation strategy will be determined during the development of the schematic design drawings. This phase of the project will address the following items.

- Roadway improvements including grading and preliminary proposed cross sections
- Potential for raising the westbound street profile grade
- Drainage improvements including schematic layout due to relocation of curb locations
- Hardscape plans and details– refined to 30%
- Specialty Detailing for placemaking elements – refined to 30%
- Planting plans and details – refined to 30%
- Irrigation plans and details – refined to 30%
- Tree Disposition Plans
- Utility adjustment concept as needed
- Signage and Pavement Markings concepts
- Wayfinding signage map and sign elevations
- Infrastructure hardening and resiliency measures of street design features
- Street lighting layout
- Project phasing plan
- Maintenance of Traffic Concept – All modes for all users
- Permit pre-application meetings
- Constructability reviews to reduce impacts to the public
- Opinion of Probable Cost – the Consultant will prepare an opinion of probable cost for the project (OPC) based on the 30% design plans. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Roadway plans will consist of the following:

- Title, General, and Key sheet
- Existing Conditions sheets

- Demolition sheets as needed
- Drainage Map sheets – Existing and proposed in plan view
- Typical section sheets
- Typical section detail sheets
- Project layout sheets
- Plan sheets per phase
- Profile sheets
- Side street profiles
- Street corner (curb return) preliminary grading
- Raised Intersection sheets
- Driveway profiles as needed
- Special detail sheets
- Traffic management plan and MOT concepts
- Project phasing plan concept
- Project control sheets (Horizontal, vertical)

Task 7.4 Draft Design-Build Request for Proposal (RFP) Document

This task entails establishing the Design-Build boilerplate document with the City's Procurement Services and the following items:

- Review City's design-build boilerplate contract language
- Discuss with City the need to establish Alternative Technical Concept (ATC) process and limitations on contractor suggested design alternatives using ATC process.
- Coordinate with City to establish contractor qualifications
- Identify MOT restrictions
- Identify special requirements to include in the document

Task 7.5 60% Design Documents

This effort will be based on input from the City related to pricing, as well as value engineering input gained during the review of the 30% drawings. The drawings prepared during the 60% design submission will be in more detail and will entail plans, sections, details, and technical specifications necessary for the internal coordination within the team and for submission to permit agencies. Utilities which may require relocation due to conflicts with proposed construction will be identified based on available information. These 60% plans will be the reference documents in the design-build package and will consist of:

- Roadway Paving and Grading Plans
- Cross section sheets

- Drainage Plans
- Hardscape plans and details
- Tree Disposition Plans
- Planting plans and details
- Irrigation plans and details
- Utility adjustment concept sheets as needed (utility relocation plans by utility owners)
- Signage and Pavement Markings Plans
- Wayfinding signage map and sign elevations
- Infrastructure Hardening and Resiliency details of street design features
- Street Lighting Plans
- Working cross section sheets
- Erosion control concept plan
- Stormwater pollution prevention concept plan
- Project phasing plan
- Maintenance of Traffic Plan – All modes for all users
- Opinion of Probable Cost Update – *At the option of the City, the Consultant will engage the specialty cost estimating subconsultant on the team, WCCI, to prepare detailed construction cost estimates as additional services.*

TASK 8 – PERMITTING

As the Design-Build team will be responsible for final plans as engineers of record they will also need to permit those final plans. Consultant will assist the Client in applying for preliminary permit and approvals stated in the scope of services. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies, but will not include studies, research, attendance at more than one meeting with public officials or special documentation not normally required for a project of this type. The Consultant makes no warranty that regulatory agencies will issue the permits and approvals desired by the Client. The 60% plans and supporting documentation will be submitted to the following jurisdictional regulatory agencies to solicit their comments and document their position to provide this information to bidders. Consultant will address up to two (2) rounds of consolidated comments for the regulatory agency submittals identified below.

Task 8.1 Broward County, Highway Construction and Engineering Division, and Traffic Division

- Roadway, paving, and traffic control systems for access
- Signing and Marking

Task 8.2 Broward County Resilient Environment Department (RED)

- Environmental Resource Permit/Surface Water Management License

Task 8.3 City of Fort Lauderdale

- Engineering

- Development Review Committee
- Planning and Zoning
- Tree Permit

Task 8.4 Florida Department of Transportation

- Access Permit
- Drainage Connection Permit
- Utility Permit

Task 8.5 National Pollutant Discharge Elimination System (NPDES):

- Preparation of Storm Water Pollution Prevention Plans (SWPPP) – City's Contractor shall complete the necessary application and submittal to obtain the general permit. The City's contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.

No other permit agency submittals are included in this scope of services other than those identified above. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City or Design-Build team. Consultant is not responsible for extending time limited entitlements or permits.

It is understood the permit application fees will be paid for directly by the City and are not included as part of this scope.

TASK 9 – DESIGN-BUILD REQUEST FOR PROPOSALS (RFP) CRITERIA PACKAGE (OPTIONAL/CONTINGENCY SERVICES)

At this stage, the Consultant team will complete the City's RFP document and conduct a document page turn meeting with representative City staff including procurement and attorney offices to use reasonable professional effort to establish concurrence on all aspects of the contract. This stage entails the following:

- Complete preparation of RFP
- Establish design and construction criteria
- Establish technical proposal requirements
- Identify RFP requirements that cannot be changed
- Finalize Alternative Technical Concept (ATC) process
- Finalize project commitments
- Determine selection evaluation criteria
- Determine selection scoring formula

TASK 10 – BIDDING (OPTIONAL/CONTINGENCY SERVICES)

The Consultant team will assist the City in the selection of the Design-Build firm. This task will entail the following:

- Serve as technical advisor to the City's Design-Build selection committee

- Assist with responses to prospective bidder questions prior to submittal of Design-Build technical proposals for shortlist purposes
- Review bidder technical proposal submittals to provide assessment to selection committee
- Prepare evaluation matrix to assist selection committee
- Assist with responses to shortlisted bidder questions prior to bid opening
- Attend ATC presentations of competing bidders and advise selection committee
- Attend ATC debrief meetings with selection committee to discuss presentations
- Attend bid opening meeting

TASK 11 – CONSTRUCTION PHASE SERVICES (ADDITIONAL SERVICES)

The project is not funded for construction. Therefore, the construction start date and construction duration are unknown at this time. The Consultant can provide the construction phase services identified below but the required Consultant fees will be negotiated and provided once the construction year has been established. At the City's option they may set aside a budget allowance for these services as a place holder, which can be negotiated and or supplemented as necessary. Consultant will negotiate the specific then-current staff rates and effort as additional services at the option of the City.

The Consultant team will use reasonable professional effort to help establish that the construction project meets the intent of the design and the adopted community vision. *This scope assumes the City will conduct their daily inspection and Consultant will provide periodic observations.* The team will provide the following construction administration services related to the improvements based on a two-year construction duration:

Task 11.1 In-House Construction Related Services

- Assist the City in reviewing and negotiating prices with the selected contractor
- Attend pre-Construction conference, project start-up and organization meeting
- Review Design-Build team 60%, 100% design plans for
 - i. Roadway
 - ii. Drainage
 - iii. Signing and marking
 - iv. Signals
 - v. Lighting
 - vi. Landscape, Hardscape and Irrigation
- Review Design-Build team plan revisions (up to 3 revisions)
- Review shop drawing submittals signed by Design-Build team EOR
Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- Respond to Requests for Supplemental Information (1 per month up to 24 months)

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

- Review of pay request applications and change orders (1 per month up to 24 months)
Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
- Periodic Site Observation Reports

Task 11.2 Maintain logs for RFI's, reports, drawings, shop drawings

- Maintain construction website for public outreach using Public Coordinate (weekly)
- Preparation of substantial completion punch list
When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
- Review of record drawing plans. Consultant will review record drawings prepared by Contractor

Task 11.3 On-Site Construction Observation

- Consultant will make weekly visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant

will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

- Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
- Construction Meetings. Consultant will attend monthly construction meetings on site
- Preparation of daily reports based on weekly observation (based on weekly visits)

TASK 12 – PROJECT MANAGEMENT

Kimley-Horn will coordinate all project tasks and team members and attend specified project meetings. Additionally, communicate with designated City staff (via phone, teleconference, fax, email, etc.) to provide coordination between City staff and the design team. Prepare schedules and provide schedules updates.

TASK 13 – SOSPIRO BRIDGE REPLACEMENT

Task 13.1 Existing Bridge Review

The Consultant will investigate the existing Las Olas bridge over the Sospiro Canal (Br. Nos. 860611, 860612, & 860017) to investigate how the existing bridge can be feasibly replaced. Consultant will collect data on the existing bridge structure and conduct a field review to observe the condition of the existing bridge. The existing bridge was originally constructed in the late 1940's and early 1950's and as-built records are not anticipated. During the field visit, a Jon boat will be utilized to access the underside of the existing bridge and obtain dimensions of the existing bridge. Consultant will utilize the information obtained on the field visits to develop an existing bridge layout.

Task 13.2 Schematic Design and Plans

During this phase the Consultant will develop 30% level bridge plans. The Consultant will coordinate with the Geotechnical engineer to determine proper foundation type that will be included in the schematic bridge plans. Currently utilities run along the north side of the bridge that could be impacted by the widened typical section. The schematic layout may have an option for a utility shelf if necessary. The schematic layout will include traffic railing alternatives to ensure the railings meet the desired level of aesthetics. Other bridge aesthetic treatments are not included in this scope of services. The schematic bridge plans will likely include the following plan sheets necessary to depict the schematic bridge design;

- Plan and Elevation sheet
- Existing and proposed Typical Sections
- Preliminary construction phasing
- Foundation layout including ties to the existing adjacent seawalls
- Pile Data Table
- Substructure layout and sections

The layout will consider preliminary input from the US Coast Guard. The Consultant will also develop preliminary calculations needed to confirm member sizes. The Consultant will also utilize FDOT preliminary design table for elements where applicable to confirm member sizes. The bridge plans and requirements will be included in the design-build package. The Consultant will develop preliminary opinion of probable construction cost associated with the bridge replacement.

Additional Bridge Services:

- Plan and design development beyond 30%
- Foundation installation recommendations
- Structural evaluations or load rating of the existing bridge
- Additional bridge aesthetic treatments
- Evaluations of adjacent structures
- Design of independent utility supports

TASK 14 – LAS OLAS BRIDGE OVER INTRACOASTAL APPROACH SPAN WIDENING FEASIBILITY STUDY (OPTIONAL/CONTINGENCY)

Task 14.1 Existing Bridge Approach Span Evaluation

The Consultant will investigate the existing Las Olas bridge over the Intracoastal Waterway (Br. No. 860018) to investigate if the long concrete approach spans can be widened to accommodate the desired additional bridge width. It is assumed the short bascule segment will not be widened due to infeasibility and that the widened approaches will transition to shared lane configuration on the bascule section of the bridge. The Consultant will develop three approach span widening alternatives that will be evaluated as part of the feasibility study:

- Widen existing bridge by widening out the deck overhangs.
- Construct a single beam widening and modify the existing bridge substructure.
- Construct a single beam widening on new widened substructure.

As part of this study, the existing bridge prestressed concrete beams and existing bridge substructure will be analyzed to evaluate the structural feasibility of the above approach span widening alternatives. The substructure evaluations will be limited to the worst-case pier.

Task 14.2 Preliminary Sketches and FDOT Coordination

During this phase the Consultant will develop preliminary bridge plan views and approach span typical sections of the above alternatives. These preliminary sketches will be utilized to coordinate the alternatives with FDOT. The Consultant will get FDOT input on the alternatives and develop an opinion of probable construction cost for each alternative that is structurally feasible. The alternative will be summarized in a feasibility memorandum that will include a brief writeup on each alternative. The memorandum will be submitted to the City for review. The Consultant will incorporate up to one round of City comments. All structural services beyond the feasibility memorandum can be included as additional services and negotiated at that time.

IV. PROJECT ASSUMPTION

Our scope and fee are based on the following assumptions:

1. The entire project will be designed as one, any construction phasing will be delineated with phase lines to identify phase limits.
2. Project design year as shown on the attached schedule and is anticipated to not exceed 24 months.
3. Application to and services related to processing LEED, Green Streets, SITES, or similar green building certification(s) are not anticipated and not included with this agreement.
4. The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.

If any of these assumptions are not correct, then additional scope and fee will be required.

V. ADDITIONAL SERVICES

1. Video inspection of existing drainage and sanitary sewer pipes and structures.
2. Changing the design concept established in the Vision study prepared by The Corradino Group in June 2021 to an alternative concept.
3. Midblock or unsignalized crosswalks that have not been part of previous approved traffic studies.
4. Any meetings and services beyond what have been specifically identified in this scope will be considered additional services.

5. Water and sewer design and plans
6. Video inspections of sanitary sewer and drainage lines.
7. Stormwater pump design as part of resiliency improvements
8. Improvements to private buildings' entrances / doorways.
9. Modifications to sea walls or Isles bridge railings
10. Intracoastal Waterway bridge design
11. Traffic counts
12. Design of security and telecommunication systems
13. Construction phase services

VI. PERFORMANCE SCHEDULE (EXHIBIT B)

We anticipate that the services described above will be completed as expeditiously as possible based on a mutually acceptable schedule upon obtaining authorization (Refer to attached schedule).

VII. DELIVERABLES

- Survey Information
- Subsurface Utility Engineering (SUE)
- Renderings and schematic Design Criteria Package 30%
- Design Criteria Package 60%
- Initial permit applications 60%

VIII. BUDGET (EXHIBIT C)

Kimley-Horn will perform the services in Tasks 1 – 14 for the labor fee plus expense (unit) basis with the maximum labor fee shown in the attached fee breakdown. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Refer to attached Estimated Effort Proposal for summary of estimated staff hours and expenses (Exhibit C). Billing rates are effective for the design phase which is estimated at up to two years (Dec. 2026), after that then-current rates will apply, and rates may be increased up to 5% annually at the option of the City based on percentage identified in CPI-U for the Miami-Ft. Laud-WPB metro area. Construction phase services, rates, and fees will be negotiated once construction year and duration are identified.

Labor fee will be billed on an hourly basis according to our then-current rates. All permitting, applications, and similar project fees will be paid directly by the Client. The hourly rates for 2024-2026 with payment via wire transfer or check are noted in the attached Estimated Effort Proposal. Note if the City prefers to utilize a credit card for payment, the associated fee charged by the credit card company will be invoiced and paid directly by the Client.

Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

The following attachments are for Survey, SUE and Geotechnical Engineering scope.

K:\WPB_Design__Marketing\2022 Las Olas Vision\Scope and Fee\Las Olas East Segment Scope (2024-05-30).docx

SURVEY AND SUBSURFACE UTILITY EXPLORATION SCOPE OF SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

July 25, 2024

Eric Regueiro, P.E.
Kimley – Horn
1920 Wekiva Way
West Palm Beach, FL 33411
Phone: (561) 840 – 0214
E-mail: eric.regueiro@kimley-horn.com

Project Name: Las Olas Corridor Design
Consultant
Project Location: Fort Lauderdale, FL
KEITH Project Number: 13447.M0

Dear Eric Regueiro:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and Kimley – Horn ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt will constitute written notice to proceed. This proposal will remain valid for thirty (30) days.

PROJECT UNDERSTANDING

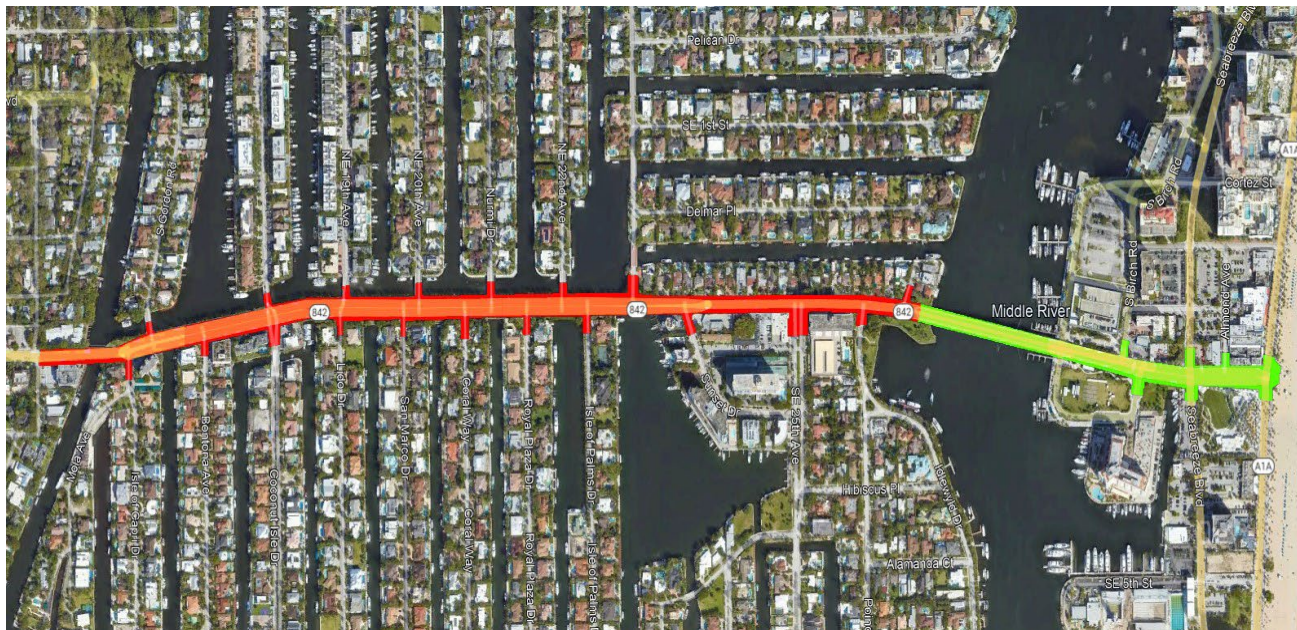
The CLIENT has requested that KEITH assist in the development of the City of Fort Lauderdale Las Olas Corridor Design Consultant Services – RFQ 12739-1031. The PROJECT SITE is located along Las Olas Boulevard from Southeast 17th Avenue to the west side of the Las Olas bridge approach. The property consists of medians and adjacent right of way along a portion of Las Olas Boulevard. The project location and limits is delineated in the project map on the following page. The CLIENT added KEITH to the team due to their familiarity with the project corridor, project area and City of Fort Lauderdale policies, and this scope of work anticipates local conditions and policies.

For this project, the scope of work includes design survey to support preliminary plans production, permitting, and RFP criteria development. This requires topographic accuracies and use-type as defined for a mobile LiDAR Type A survey per the above FDOT guidelines (+/- 0.06' horizontal and vertical). These survey criteria facilitate the development of a terrain model/existing conditions corridor model throughout the project corridor as required for preliminary design. The effort to achieve a mobile LiDAR Type A survey is included in the scope of work described below and on the following pages.

KEITH will be responsible for the following disciplines: Survey, Subsurface Utility Exploration (SUE), and Utility Outreach. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project.

KEITH has not included any potential scope of work that is offsite, but we do anticipate work outside of City Right-of-Way which is described in more detail in the proposed survey services. Offsite improvements that may result as a part of this project will be considered as additional service and contracted if necessary, through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review. Permitting services for complex lane closures to support survey services at intersections is not included.

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three (3) general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.

PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team.

☒ **Survey**

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☒ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☒ Other_____

☒ **SUE**

- ☒ Horizontal Designation
- ☒ Location Services
- ☒ Utility Mapping
- ☒ Records Research
- ☒ Utility Coordination

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other_____

☐ **Civil Engineering Services**

- ☐ Paving, Grading and Drainage
- ☐ Water Distribution and Sanitary Sewer
- ☐ Erosion Control Plan
- ☐ Other_____

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other_____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other_____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other_____

☐ **Construction/Program Management Services**

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY SERVICES

Task 101 Project Control

Task 102 Project Control (from Las Olas Bridge to SR A1A) – Optional Services

KEITH will establish survey control including benchmarks and targets as necessary. The targets are painted/set and located horizontally and vertically to serve not only as control for mobile LiDAR collection, but as control for the contractor to layout the proposed improvements during construction. Horizontal coordinates will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). KEITH will confirm with the City of Fort Lauderdale that this meets City standard requirements.

Optional Project Control services would extend the limits of work further east from Las Olas Bridge approach to the east R/W line of State Road (SR) A1A.

Task 103 Topographic Survey

Task 104 Topographic Survey (from Las Olas Bridge to SR A1A) – Optional Services

KEITH will prepare a Topographic Survey of the site. Survey will show the surface improvements such as buildings, roadways, pavement, sidewalks (including surface types but excluding patterns), traffic striping, walls, fences, surface utilities, ADA access points, grade breaks, headers, curbs, flowlines, etc. The bases (footprints) of lighting, signs, mast arms, pedestals are included. Trees will be noted by common name and trunk diameter, includes a spread sheet for later use by an arborist.

Topographic limits will begin at east curb returns of SE 17th Ave and extend east to the Las Olas Boulevard Bridge approach on the west side of the Intracoastal Waterway (4700 linear feet). Topography will extend downside streets 100' north and south from the approximate Las Olas R/W (1900 linear feet). Corridor width will extend to 5' beyond the approximate R/W line or to the face of buildings or back of sidewalk, whichever is farther.

Survey deliverables will include a signed and sealed Topographic Survey, AutoCAD Civil3D file and a DTM surface in XML and Civil3D formats in City of Ft. Lauderdale format. Surface will contain survey points with elevations and descriptions with required break-lines (feature lines) to represent existing field conditions and grade breaks.

Optional Topographic Survey services would extend the limits of work further east from Las Olas Bridge approach to the east R/W line of State Road (SR) A1A.

Task 105 Right of Way Survey

Task 106 Right of Way Survey (from Las Olas Bridge to SR A1A) – Optional Services

Establish, recover, or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and provided records. Depict alignment and existing R/W lines and easements will be based on FDOT R/W Maps, Plats or dedicated rights of way from publicly available sources. Preparation of any R/W acquisition documents is excluded.

Optional Right of Way Survey services would extend the limits of work further east from Las Olas Bridge approach to the east R/W line of State Road (SR) A1A.

Task 107 Storm & Sanitary Survey

Task 108 Storm & Sanitary Survey (from Las Olas Bridge to SR A1A) – Optional Services

Storm and Sanitary structures will be noted with the pipe type, pipe invert elevation, diameter, material, direction and connection (where possible), and bottom of box. It may be necessary to have drain structures cleaned out, this is not KEITH's responsibility. KEITH will coordinate with the responsible City department to have them provide access to obtain the required structure information. This work effort assumes that some



of this work will occur at off-peak hours on the corridor to reduce impacts to public and is contemplated to be nighttime / early morning work.

Optional Storm & Sanitary Survey services would extend the limits of work further east from Las Olas Bridge approach to the east R/W line of State Road (SR) A1A.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH 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 discussed below are defined within the standard. KEITH will provide professional services associated with designation (Task 202 / Optional Services), location (task 201, and mapping of existing subsurface utilities (Task 203/ Optional Services). KEITH will designate all known tone able and non-tone able utilities as depicted in exhibit above as optional Services. Limits include 100’ west of the west R/W line of SE 17th Ave and extend west to the Las Olas Boulevard Bridge approach on the west side of the Intracoastal Waterway (4700 linear feet). Designates will extend down the side streets 100’ north and south from North / South R/W line of Las Olas (1900’ linear feet). Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Location Services **

KEITH will perform up to one hundred (100) test holes in addition to the designation phase test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1’ by 1’). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size, and material if applicable. Survey of Location Services (Test Holes) will be delivered in Excel in PNEZD format and incorporated into AutoCAD file that is compatible with Client CAD software. There is a four (4) test hole minimum for location services.

** Test Holes (\$500 ea.) Excludes Setup, Office Support and Mapping.

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and KEITH will coordinate further arrangements for said access. Additional fees may be applicable. Based on KEITH’s familiarity with the project and the specific corridor, this proposal includes the required MOT and hours of operation. However, if additional MOT is required beyond the capability of KEITH’s standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client’s representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 202 Horizontal Designation Services - Optional Services

KEITH 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 CLIENT). 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 CLIENT and included in the scope of services. To improve the accuracy of the utility designation and confirm the types of utilities, KEITH will locate a few Test Holes in the process as needed.

Task 203 Utility Mapping - Optional Services

KEITH will perform surveying services to collect the surface markings completed in Task 201 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file.

Task 204 Records Research

KEITH will perform utility records research to assist design team and/or client in identifying utility owners that may have facilities within project limits and may be affected by the project.

KEITH will collect any applicable utility owner records for review, assistance, and development of a composite drawing or equivalent. All obtained utility information will have the corresponding quality levels indicated; utility type and/or ownership; date of depiction; accuracy of depicted appurtenances; active or out-of-service status; size; condition; number of jointly buried cables; and encasement (if applicable).

Task 205 Utility Coordination

The purpose of utility coordination is to ensure that all utility negotiations have been completed and arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

Utility Kickoff Meeting

KEITH will meet with project personnel (Project Manager and/or Designers), as may be needed, to assure that all necessary coordination will be accomplished in accordance with client's expectations.

Identifying Existing Utility Agency Owner(s)

KEITH will identify all utilities within project limits/boundaries that may be impacted by the project. KEITH will:

- Obtain/update design ticket from One Call Sunshine (811) service.
 - review available existing utility permits.
 - review available survey data.

Make Utility Contacts

KEITH will make up to three (3) formal utility contacts:

- 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.
- 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.
- Third Contact: 60% plans distribution to UAOs. Distribute to UAOs updated project schedule. Request from UAOs documentation with disposition of utility facilities within project limits. Identify compensable interests and agreements. Transfer utility documents to Project Manager.

Based on the projects complexity more contacts may be necessary. Those contacts will require additional compensation.



Collect and Review Plans and Data from UAO(s)

KEITH will review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material, and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the Project Manager.

Utility Design Meeting

KEITH will schedule, notify participants, and conduct a Utility meeting with affected UAO(s). The intent of this meeting will be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. KEITH will keep minutes of all utility meetings and distribute a copy to all attendees.

Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

KEITH will review utility marked up plans, work schedules, and other documents as they are received for content and will share received information with Project Manager/Design team.

Utility Coordination/Follow-up

KEITH will 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.

Utility Constructability Review

KEITH will review utility plans and work schedules for compatibility with construction plans and schedule (if provided) for all UAOs that are impacted by the project.

Utility Coordination Certification/Close-Out

KEITH will provide a utility assessment report related to the agreed upon utility relocations and conflict resolutions to provide the design-build firm with the required information.

SCHEDULE

SURVEY SERVICES (Denoted in Red on Location Map)

Task 101 Project Control	2-3 Months
Task 103 Topographic Survey	2-3 Months
Task 105 Right of Way Survey	with Task 102
Task 107 Storm & Sanitary Survey	with Task 102

SUE SERVICES (Denoted in Red on Location Map)

Task 201 Location Services	6-8 Weeks
Task 204 Records Research	6-8 Weeks
Task 205 Utility Coordination	During Design

Optional Services (Denoted in Green on Location Map)

Task 102 Project Control (from Las Olas Bridge to SR A1A)	1-2 Months
Task 104 Topographic Survey (from Las Olas Bridge to SR A1A)	1-2 Months
Task 106 Right of Way Survey (from Las Olas Bridge to SR A1A)	with Task 102
Task 108 Storm & Sanitary Survey (from Las Olas Bridge to SR A1A)	with Task 102
Task 202 Horizontal Designation Services	6-8 Weeks
Task 203 Utility Mapping	6-8 Weeks



GEOTECHNICAL SERVICES SCOPE OF SERVICES



January 2, 2023

July 25, 2024

Marwan Mufleh, PE
Kimley-Horn
1920 Wekiva Way, Suite 200,
West Palm Beach, FL 33411

Subject: Proposal for Geotechnical Services (Revised)
Las Olas Boulevard Corridor (Eastern Segment)
Broward County, Florida
H2R Corp Proposal No: 230205.018

Dear Mr. Mufleh:

Thank you for the opportunity for H2R Corp (H2R) to submit our proposal to provide geotechnical services for the above-referenced project. This proposal is prepared based on our understanding of the scope of services, our review of the available information project information, and our experience with providing these services on similar projects. The sections below summarize H2R's scope of services, assumptions, and approach for this project.

PROJECT INFORMATION

We understand that the upcoming project involves enhancing and extending Las Olas Blvd within Fort Lauderdale city limits including replacing the Sospiro Bridge that bridges over the Sospiro Canal. The contractual agreement entails developing design plans at the 60% completion mark and assisting in creating a design-build criteria package. The project is divided into two distinct segments: The Isles and the Beach. Please note the Sospiro Bridge is located in The Isles segment; however will be included as a separate scope of work.

The proposed improvements encompass:

- **Las Olas Boulevard Drainage:** Proposing the up-sizing and replacement of the existing drainage trunk line along Las Olas Boulevard.
- **Sospiro Bridge Replacement:** The Sospiro Bridge is located on the west portion of Las Olas Boulevard bridging the existing roadway over the Sospiro Canal. Improvements include the replacement of the existing bridge.
- **Other Improvements:** Including landscape design enhancements throughout the corridor and upgrades to stormwater, water, sewer, and utility systems.

SCOPE OF SERVICES

The following proposed Geotechnical Services were developed based on our review of the provided project information (as outlined above), our general understanding of the project, and guidelines provided in the “Soils and Foundations Handbook” published by the Florida Department of Transportation (FDOT), and our engineering judgment. The geotechnical scope of services will be coordinated and performed by H2R personnel from the Fort Lauderdale office. We are proposing the following geotechnical services for the study along the Las Olas Corridor (Eastern Segment) broken into three (3) tasks:

TASK 1:

Las Olas Blvd “The Isles” - Roadway

1. Maintenance of Traffic (MOT) during the investigation.
2. **Nine (9) Asphalt Cores** will be performed to evaluate the Pavement conditions.
3. **Nine (9) Shallow Continuous SPT borings** (10 ft deep) will be performed to evaluate subsurface conditions and ensure that deleterious materials are not present near or below the roadway pavement.
4. **Four (4) Percolation tests** at proposed locations to determine the vertical percolation rate of the surrounding soils.
 - a. Backfill of boreholes and sample collection locations with the extracted soil or crushed stone (No. 57 stone). Placement of an asphalt surface patch of equal thickness at the borehole core location.
5. Laboratory testing consists of gradations of collected materials for **Pavement**.
 - a. Nine (9) grain size distribution tests on the base course materials, six (6) organic content test by ignition, nine (9) soil moisture content laboratory test, three (3) soils corrosion series tests, and three (3) lime rock bearing ratio test are being proposed.

TASK 2:

Las Olas Blvd “The Beach” - Roadway

1. Maintenance of Traffic (MOT) during the investigation.
2. **Three (3) Asphalt Cores** will be performed to evaluate the Pavement conditions.
3. **Three (3) Shallow Continuous SPT borings** (10 ft deep) will be performed to evaluate subsurface conditions and ensure that deleterious materials are not present near or below the roadway pavement.
4. **One (1) Percolation test** at a proposed location to determine the vertical percolation rate of the surrounding soils.
 - a. Backfill of boreholes and sample collection locations with the extracted soil or crushed stone (No. 57 stone). Placement of an asphalt surface patch of equal thickness at the borehole core location.
5. Laboratory testing consists of gradations of collected materials.
 - a. Three (3) grain size distribution tests on the base course materials, three (3) organic content test by ignition, three (3) soil moisture content laboratory test is being proposed,

one (1) soils corrosion series tests, and one (1) lime rock bearing ratio test are being proposed.

TASK 3:

Las Olas Blvd “The Isles” - Sospiro Bridge

1. Maintenance of Traffic (MOT) during the investigation.
2. **Two (2) Deep SPT borings** will be performed to an estimated depth of 100 feet from the ground/ mudline elevations. These two (2) borings are performed to evaluate subsurface conditions and ensure that deleterious materials are not present near or below the ground/ mudline elevations.
 - a. Backfill of boreholes and sample collection locations with the extracted soil or crushed stone (No. 57 stone). Placement of a concrete surface patch of equal thickness at the borehole core location.
3. Laboratory testing consists of gradations of collected materials for **Pavement**.
 - a. Eight (8) grain size distribution tests, four (4) organic content test by ignition, eight (8) soil moisture content laboratory test, four (4) soils corrosion series tests, and eight (8) soils materials finer than 200 are being proposed.

Geotechnical Report

A Geotechnical Report will be provided within two weeks from the end of the field explorations and investigations. Furthermore, H2R will assist in the preparation of the design-build criteria package. The geotechnical report will provide the following:

TASK 1 and TASK 2:

1. Project Overview: A brief introduction to the project, including its scope, objectives, and location.
2. Geotechnical Investigation Summary: An overview of the geotechnical investigation conducted at the site, highlighting the methods used, locations of borings, and a summary of the collected data.
3. Site Description: Detailed information about the site's topography, existing infrastructure, soil types, and geological features.
4. Geotechnical Data Report: Presentation of the results from laboratory tests and field investigations, including soil classification, properties, compaction characteristics, shear strength, and other relevant data.
 - a. Given that our scope of work focuses on advancing the plans to 60% completion for the design-build phase, it is important to note that the report will not include engineering recommendations. Our primary objective is to progress the design-build plans to a significant milestone, and as such, detailed engineering recommendations will not be part of our current scope.

TASK 3:

1. Geotechnical Data Report: Presentation of the results from laboratory tests and field investigations, including soil classification, properties, compaction characteristics, shear strength, and other relevant data.

- a. Given that our scope of work focuses on advancing the plans to 60% completion for the design-build phase, it is important to note that the report will not include engineering recommendations. Our primary objective is to progress the design-build plans to a significant milestone, and as such, detailed engineering recommendations will not be part of our current scope.

EXHIBIT B

PROJECT SCHEDULE

DRAFT BASELINE SCHEDULE
CITY OF FORT LAUDERDALE
LAS OLAS BLVD - CORRIDOR DESIGN (EAST)

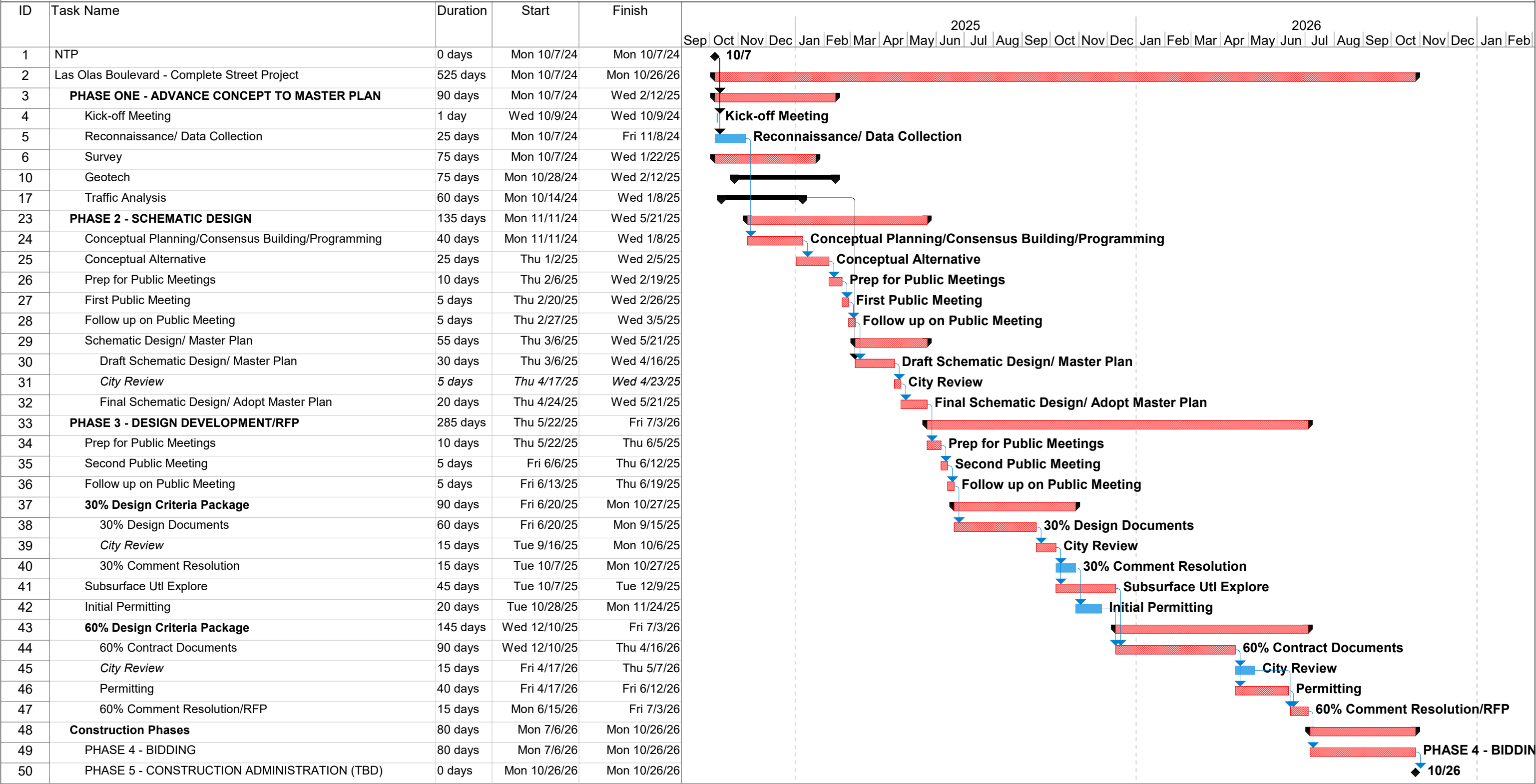


EXHIBIT C

BUDGET

HOURLY BILLING RATES FOR TASK ORDERS

**City of Fort Lauderdale
Las Olas Corridor Design Consultant Services (RFQ No. 12739-1031)**

Effective: June 2024 to December 2026

***PRIME CONSULTANT*
Kimley-Horn and Associates, Inc.**

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Principal Engineer	\$281.00
Principal in Charge	\$271.00
Senior Project Manager	\$262.00
Senior Engineer	\$242.00
Project Manager	\$237.00
Junior Engineer	\$184.00
Project Engineer	\$126.00
Senior Env. Specialist	\$160.00
Environmental Scientist	\$106.00
Lead Graphic Designer	\$194.00
Project Accountant	\$126.00
Lead Landscape Designer	\$233.00
Project Administrator	\$106.00
Senior Engineering Technician	\$92.00
Graphic Designer II	\$155.00
Graphic Designer I	\$131.00
Traffic Engineer	\$184.00
Resilience Specialist	\$237.00

The hourly rates for the years 2024-2026 can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment, the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.

HOURLY BILLING RATES FOR TASK ORDERS

**City of Fort Lauderdale
Las Olas Corridor Design Consultant Services (RFQ No. 12739-1031)**

Effective: June 2024 to June 2026

***SUBCONSULTANT*
Dickey Consulting Services, Inc.**

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Project Director	\$ 150.00
Project Manager	\$ 101.00
Document Control	\$ 80.00
Senior Project Coordinator	\$ 70.00
Project Coordinator	\$ 70.00
Administrative Assistant	\$ 60.00

The hourly rates for the years 2024-2026 can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment, the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.

HOURLY BILLING RATES FOR TASK ORDERS

**City of Fort Lauderdale
Las Olas Corridor Design Consultant Services (RFQ No. 12739-1031)**

Effective: June 2024 to December 2026

***SUBCONSULTANT*
Dover Kohl**

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$ 220.00
Project Director	\$ 170.00
Project Manager	\$ 150.00
Illustrator	\$ 100.00
Planner	\$ 115.00
Intern	\$ 45.00

The hourly rates for the years 2024-2026 can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment, the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.

HOURLY BILLING RATES FOR TASK ORDERS

City of Fort Lauderdale Las Olas Corridor Design Consultant Services (RFQ No. 12739-1031)

Effective: June 2024 to December 2026

***SUBCONSULTANT* H2R Corp.**

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Project Manager	\$ 150.00
Sr. Engineer	\$ 150.00
Staff Engineer	\$ 125.00
Technician	\$ 80.00
Admin	\$ 60.00

The hourly rates for the years 2024-2026 can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment, the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.

Field Exploration – Roadway

Item	Unit	Rate
Geo Drill Crew Support Vehicle	Day	\$55.00
Geo Extra SPT Samples – Truck/Mud Bug 0-50 Ft	Each	\$30.00
Geo SPT Truck/Mud Bug 000-050 Ft	LF	\$13.47
Mobilization Drill Rig Truck Mount	Each	\$400.00
Geo Field Perm 0-10 Fr Open-End Borehole Method	Each	\$300.00
Asphalt Pavement Coring – 6in dia with Base Depth Check	Each	\$200.00
Maintenance of Traffic (MOT)	Day	\$1,500.00

Laboratory Testing - Roadway

Item	Unit	Rate
Soils Particle Size Analysis (AASHTO T88) (No Hydrometer)	Test	\$60.00
Soils Organic Content Ignition FM 1 T-267	Test	\$35.00
Soils Corrosion Series FM 5-550 through 5-553	Test	\$163.00
Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$412.00
Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$12.00

Field Exploration – Bridge

Item	Unit	Rate
Geo Drill Crew Support Vehicle	Day	\$55.00
Geo Extra SPT Samples – Truck/Mud Bug 0-50 Ft	Each	\$30.00
Geo Extra SPT Samples – Truck/Mud Bug 50-100 Ft	Each	\$35.00
Geo SPT Truck/Mud Bug 000-050 Ft	LF	\$13.47
Geo SPT Truck/Mud Bug 050-100 Ft	LF	
Geo Temp Casing 4" Truck Mud/Bug 000-050 Ft	LF	\$9.00
Geo Temp Casing 4" Truck Mud/Bug 050-100 Ft	LF	\$10.00
Mobilization Drill Rig Truck Mount	Each	\$400.00
Permit Application and coordination for Maintenance of Traffic (MOT)	Permit	\$2,500.00
Maintenance of Traffic (MOT)	Day	\$1,500.00

Laboratory Testing – Bridge

Item	Unit	Rate
Soils Particle Size Analysis (AASHTO T88) (No Hydrometer)	Test	\$75.00
Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$45.00
Soils Organic Content Ignition FM 1 T-267	Test	\$35.00
Soils Corrosion Series FM 5-550 through 5-553	Test	\$163.00
Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$12.00

HOURLY BILLING RATES FOR TASK ORDERS

City of Fort Lauderdale Las Olas Corridor Design Consultant Services (RFQ No. 12739-1031)

Effective: June 2024 to December 2026

***SUBCONSULTANT* KEITH AND ASSOCIATES, INC.**

Classification	Hourly Rate
Project Manager	\$ 200.00
Senior Utility Coordinator	\$ 160.00
Utility Coordinator	\$ 125.00
Senior Surveyor	\$ 175.00
Surveyor	\$ 165.00
SUE Manager	\$ 150.00
Analyst I	\$ 120.00
Field Crews:	
Static Laser Scanning	\$ 250.00
Survey Crew	\$ 170.00
Utility Designating Crew	\$ 200.00
Test Hole (Each)	\$ 500.00

The hourly rates for the years 2024-2026 can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment, the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.

HOURLY BILLING RATES FOR TASK ORDERS

**City of Fort Lauderdale
Las Olas Corridor Design Consultant Services (RFQ No. 12739-1031)**

Effective: June 2024 to December 2026

***SUBCONSULTANT*
K-Ster Design**

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Technical Advisor	\$ 225.00

The hourly rates for the years 2024-2026 can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment, the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

DESIGN PHASE SERVICES - BUDGET (EXHIBIT C) SUMMARY OF ESTIMATED FEE		Basic Design Services	OPTIONAL /CONTINGENCY Items
		Total	Total
Prime Consultant	Kimley-Horn and Associates	\$ 1,584,527	\$ 375,102
Subconsultants	Dover Kohl	\$ 98,540	\$ 24,940
	KEITH	\$ 273,670	\$ 18,630
	H2R	\$ 44,697	
	K-Ster Design	\$ 31,500	\$ 5,400
	Dickey Consulting	\$ 13,560	\$ 2,320
SUBTOTAL BASIC DESIGN PHASE		\$ 2,046,494	\$ 426,392
DESIGN PHASE TOTAL AND OPTIONAL SERVICES		\$ 2,472,886	

Estimated Fee Proposal - Fort Lauderdale

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Prime: Kimley-Horn

TASKS

Hourly Billing Rate*

Kimley-Horn Staff										Schedule = 24			
Principal Engineer	Senior Project Manager	Principal in Charge	Senior Engineer	Junior Engineer	Lead Landscape Designer	Senior Env. Specialist	Lead Graphic Designer	Project Engineer	Project Accountant				
b*	\$281.00	\$262.00	\$271.00	\$242.00	\$184.00	\$233.00	\$160.00	\$194.00	\$126.00	\$126.00	Total Hours	Total Cost	Optional/ Contingency
												\$ -	
	20	20	8			16				20	84	\$ 19,276.00	
	8	10	4		12	12			8		54	\$ 11,964.00	
		6			32	8			40		86	\$ 14,364.00	
		12			20				32		64	\$ 10,856.00	
	2	12			16				8		38	\$ 7,658.00	
		6			16				8		30	\$ 5,524.00	
	4	4		24	40				16		88	\$ 17,356.00	
		2		16	20				8		46	\$ 9,084.00	
	8	16	8		8	24					64	\$ 15,672.00	
	16	24		16	60				80	12	208	\$ 37,288.00	
												\$ -	
	2	2								2	6	\$ 1,338.00	
												\$ -	
	4	12			18				18		52	\$ 9,848.00	
	4	20	8			28			40		100	\$ 20,096.00	
	2	4	16			38			40		100	\$ 19,840.00	
	4	16							16		36	\$ 7,332.00	
	2	8		8					8		26	\$ 5,602.00	
			10			20			40		70	\$ 12,410.00	
		8		8	20	4					40	\$ 8,644.00	
		2		8	16						26	\$ 5,404.00	
		4			16				48		68	\$ 10,040.00	
	8	8	8		32	16			8	24	104	\$ 20,160.00	
	2	10	8		12	14				16	62	\$ 12,836.00	
												\$ -	
	2	8		16						10	36	\$ 7,790.00	

Estimated Fee Proposal - Fort Lauderdale **RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES**

Prime: Kimley-Horn

TASKS

TASKS		Kimley-Horn Staff										Schedule = 24		
		Principal Engineer	Senior Project Manager	Principal in Charge	Senior Engineer	Junior Engineer	Lead Landscape Designer	Senior Env. Specialist	Lead Graphic Designer	Project Engineer	Project Accountant			
		Hourly Billing Rate*	\$281.00	\$262.00	\$271.00	\$242.00	\$184.00	\$233.00	\$160.00	\$194.00	\$126.00	\$126.00	Total Hours	Total Cost
TASK 4	CITY COMMISSION CONFERENCE MEETING-UPDATED ALTERNATIVES PLAN												\$ -	
4.1	Review and update Alternative Plan	10	12	12	8	24	16			8	8	98	\$ 21,302.00	
4.1.1	Technical Meeting	5	5	5		5					10	30	\$ 6,250.00	
4.1.2	Conference Meeting	6	8	8	8						12	42	\$ 9,398.00	
4.2	Preliminary Agency and Permit Coordination		32		32							64	\$ 16,128.00	
TASK 5	CITY COMMISSION SECOND CONFERENCE MEETING												\$ -	
5.1	Revise Final Plan	2	8	4		20	16			20	16	86	\$ 15,686.00	
5.2	Conference Meeting with Commission	8	8	5	4							25	\$ 6,667.00	
TASK 6	OPTIONAL/ CONTINGENCY SERVICES												\$ -	
6.1	Commission Conference Meeting	8	16	16		24						64		\$ 15,192.00
6.2	Public Workshop	8	8	8	8		8					40		\$ 10,312.00
6.3	Team Prep Meetings	8	8	4		16	8					44		\$ 10,236.00
6.4	Grant Application Allowance		4		24					65	50	143		\$ 21,346.00
													\$ -	
TASK 7	DEVELOP CONSTRUCTION DOCUMENTS												\$ -	
7.1	Design-Build Criteria Documents												\$ -	
	Coordinate Preliminary RFQ Criteria Document	16	36	4	36		12					104	\$ 26,520.00	
	Conduct meeting with City Procurement and Legal Reps	8	8	4		12	4					36	\$ 8,568.00	
7.2	Schematic Design and Plans												\$ -	
	Roadway Improvements Horizontal and Vertical Align		12		4	80				24		120	\$ 21,856.00	
	Tree Disposition Plans		2	4			22			10		38	\$ 7,994.00	
	Specialty Detailing for Placemaking Elements		4	8		4	17			8		41	\$ 8,921.00	
	Landscape Architecture Plans	1		12			68			16		97	\$ 21,393.00	
7.3	30% Design Plans												\$ -	
	Title, General, and Key Sheet		2			4				16		22	\$ 3,276.00	
	Existing Conditions		1	1		8				24		34	\$ 5,029.00	
	Demolition		2			8	6			30		46	\$ 7,174.00	
	Typical Sections	2	2		4	12	8			40		68	\$ 11,166.00	

Estimated Fee Proposal - Fort Lauderdale **RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES**

Prime: Kimley-Horn

TASKS

TASKS		Kimley-Horn Staff									Schedule = 24			
		Principal Engineer	Senior Project Manager	Principal in Charge	Senior Engineer	Junior Engineer	Lead Landscape Designer	Senior Env. Specialist	Lead Graphic Designer	Project Engineer				Project Accountant
		Hourly Billing Rate*	\$281.00	\$262.00	\$271.00	\$242.00	\$184.00	\$233.00	\$160.00	\$194.00	\$126.00	\$126.00	Total Hours	Total Cost
	Roadway Plans	2	8		16	40				100		166	\$ 26,490.00	
	Grading Plans	2	8		16	60				90		176	\$ 28,910.00	
	Drainage Analysis and Plans	2	16		16	40				80		154	\$ 26,066.00	
	Hardscape Plans and details			24			76			120		220	\$ 39,332.00	
	Tree Disposition Plans and details			18			62			40		120	\$ 24,364.00	
	Planting Plans and details			20			100			120		240	\$ 43,840.00	
	Irrigation Plans and Details			8			22			40		70	\$ 12,334.00	
	Utility Adjustment base sheets		8		8	16				40		72	\$ 12,016.00	
	Wayfinding Plans			16			52			80		148	\$ 26,532.00	
	Signage and Pavement Marking Plans		4			16				36		56	\$ 8,528.00	
	Infrastructure Hardening and Resiliency details	4	12		16					16		48	\$ 10,156.00	
	Street Lighting Plans		8		24	18	8			40		98	\$ 18,120.00	
	Project Phasing Plans	4	16		16	16						52	\$ 12,132.00	
	Maintenance of Traffic Concept	4	16		24	12				36		92	\$ 17,868.00	
	Public Outreach/ Updates	4	8	2		16	4					34	\$ 7,638.00	
	Permit pre-application meetings	8	16	4		40	4					72	\$ 15,816.00	
	Constructability Reviews	8	12		24		16			8		68	\$ 15,936.00	
	Opinion of Probable Cost (OPC)	2	4	4	8	16	24			48		106	\$ 19,214.00	
7.4	Draft Design-Build Request for Proposal (RFP) Document												\$ -	
	Contract Language Review	16	36	8	24		16					100	\$ 25,632.00	
	Alternative Technical Concept (ATC) process and limitations	8	16	4			12					40	\$ 10,320.00	
	Review Contractor Qualifications	4	16	4			4					28	\$ 7,332.00	
	Identify Special Requirements	2	24	8	24		8					66	\$ 16,690.00	
7.5	60% Design Document												\$ -	
	Title, General, and Key Sheet		2			4				16		22	\$ 3,276.00	
	Existing Conditions		1	1		4	4			4		14	\$ 2,705.00	
	Demolition		1	1		4	9			16		31	\$ 5,382.00	
	Typical Sections		2			12	4			20		38	\$ 6,184.00	

Estimated Fee Proposal - Fort Lauderdale

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Prime: Kimley-Horn

TASKS
Kimley-Horn Staff

Principal Engineer	Senior Project Manager	Principal in Charge	Senior Engineer	Junior Engineer	Lead Landscape Designer	Senior Env. Specialist	Lead Graphic Designer	Project Engineer	Project Accountant
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Schedule = 24

Hourly Billing Rate*

		\$281.00	\$262.00	\$271.00	\$242.00	\$184.00	\$233.00	\$160.00	\$194.00	\$126.00	\$126.00	Total Hours	Total Cost	Optional/ Contingency
	Roadway Plans	2	12		24	24				80		142	\$ 24,010.00	
	Profile Plans	2	16		24	40				65		147	\$ 26,112.00	
	Grading Plans	4	16		16	24				100		160	\$ 26,204.00	
	Working Cross Sections		16		16	80				80		192	\$ 32,864.00	
	Drainage Analysis and Plans	4	16		16	80				120		236	\$ 39,028.00	
	Hardscape Plans and details			12			58			80		150	\$ 26,846.00	
	Planting Plans and details			12			58			80		150	\$ 26,846.00	
	Irrigation Plans and Details			8			26			40		74	\$ 13,266.00	
	Utility Adjustment Plans		8			24				40		72	\$ 11,552.00	
	Wayfinding Plans			4			46			60		110	\$ 19,362.00	
	Signage and Pavement Marking Plans		4		16	24				40		84	\$ 14,376.00	
	Pedestrian Crossing Control layout		8		16	16				20		60	\$ 11,432.00	
	Infrastructure Hardening and Resiliency details	4	12		16	16				16		64	\$ 13,100.00	
	Street Lighting Plans		8	10	16	24	10			60		128	\$ 22,984.00	
	Project Phasing Plans	4	16		24	60						104	\$ 22,164.00	
	Maintenance of Traffic Plan		4		8	36				60		108	\$ 17,168.00	
TASK 8	PERMITTING												\$ -	
8.1	BC - Highway Construction and Engineering Division, and Traffic Division	2	8		8	36		24		16		94	\$ 17,074.00	
8.2	BC - Resilient Environmental Department (RED)	2	8		8	16		24		16		74	\$ 13,394.00	
8.3	City of Fort Lauderdale	2	16	8		24	32	20		24		126	\$ 25,018.00	
8.4	FDOT	4	16		16	36				60		132	\$ 23,372.00	
8.5	NPDES (by contractor)												\$ -	
TASK 9	DESIGN-BUILD REQUEST FOR PROPOSALS (RFP) CRITERIA PACKAGE (Optional/ Contingency)												\$ -	
	Complete preparation of RFP	4	40	16	80		28					168		\$ 41,824.00
	Establish design and construction criteria	2	24	8	40	24	28					126		\$ 29,638.00
	Identify RFP requirements that cannot be changed	2	16	6	16		6					46		\$ 11,650.00
	Finalize ATC process	2	16	2	24							44		\$ 11,104.00
	Finalize project commitments	2	12	2	4		2					22		\$ 5,682.00

Estimated Fee Proposal - Fort Lauderdale

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Prime: Kimley-Horn

TASKS

TASKS		Kimley-Horn Staff										Schedule = 24		
		Principal Engineer	Senior Project Manager	Principal in Charge	Senior Engineer	Junior Engineer	Lead Landscape Designer	Senior Env. Specialist	Lead Graphic Designer	Project Engineer	Project Accountant			
		Hourly Billing Rate*	\$281.00	\$262.00	\$271.00	\$242.00	\$184.00	\$233.00	\$160.00	\$194.00	\$126.00	\$126.00	Total Hours	Total Cost
	Determine selection evaluation criteria	2	12	4	8							26		\$ 6,726.00
	Determine selection scoring formula	2	12	4	8							26		\$ 6,726.00
TASK 10	BIDDING (Optional/ Contingency)													
	Technical Advisor to City's selection committee													
	Assist with responses to prospective bidder questions		16	8	24	36	12					96		\$ 21,588.00
	Review bidder technical proposal submittals		40	24	40		28					132		\$ 33,188.00
	Prepare Evaluation Matrix		16	10	16	32	12					86		\$ 19,458.00
	Assist with responses to shortlisted bidder questions		16	8	36	24	12					96		\$ 22,284.00
	Attend ATC presentations of competing teams		12	5			8					25		\$ 6,363.00
	Attend ATC debrief meetings with selection committee		5	5								10		\$ 2,665.00
	Attend bid opening meeting		4	4								8		\$ 2,132.00
TASK 11	CONSTRUCTION PHASE SERVICES (Additional Services)													\$ -
TASK 12	PROJECT MANAGEMENT	72	144	72	72	72	72				192	696	\$ 149,112.00	
TASK 13	SOSPIRO BRIDGE REPLACEMENT													
	Existing bridge review													
	Records requests and as-built data review				8	18				24		50	\$ 8,272.00	
	Field Review				12					12		24	\$ 4,416.00	
	Existing bridge layout development				8					16		24	\$ 3,952.00	
	Schematic Design and Plans												\$ -	
	30% Plans		16		32	60				140		248	\$ 40,616.00	
	Geotech coordination				6							6	\$ 1,452.00	
	Opinion of Probable Construction cost		2		6					18		26	\$ 4,244.00	
	Preliminary evaluations / resilient material selection				16					40		56	\$ 8,912.00	
	Design Build criteria package input		4		24							28	\$ 6,856.00	

Estimated Fee Proposal - Fort Lauderdale

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Prime: Kimley-Horn

TASKS

TASKS		Kimley-Horn Staff										Schedule = 24		
		Principal Engineer	Senior Project Manager	Principal in Charge	Senior Engineer	Junior Engineer	Lead Landscape Designer	Senior Env. Specialist	Lead Graphic Designer	Project Engineer	Project Accountant			
		Hourly Billing Rate*	\$281.00	\$262.00	\$271.00	\$242.00	\$184.00	\$233.00	\$160.00	\$194.00	\$126.00	\$126.00	Total Hours	Total Cost
TASK 14	ICWW BRIDGE WIDENING FEASIBILITY (Optional/ Contingency)													
	Existing Bridge Approach Span Evaluation													
	Request and review as-built plans				4					8		12		\$ 1,976.00
	Conduct Field Review				6					6		12		\$ 2,208.00
	Develop Alternative Typical Sections		8		24	8				60		100		\$ 16,936.00
	Evaluate alternatives													\$ -
	Alt 1 - Widen existing bridge by widening out the deck overhangs		4		8					24		36		\$ 6,008.00
	Alt 2 - Single beam widening and modify the existing bridge substructure		4		8					24		36		\$ 6,008.00
	Alt 3 - Single beam widening on new widened substructure		6		18					60		84		\$ 13,488.00
	Preliminary Sketches and FDOT Coordination													\$ -
	Develop Preliminary sketches		6		12					40		58		\$ 9,516.00
	FDOT Meeting and Coordination		10		18					12		40		\$ 8,488.00
	OPCC's				18					60		78		\$ 11,916.00
	Feasibility Memorandum		10		32					80		122		\$ 20,444.00
													\$ -	\$ -
TOTAL HOURS		358	1265	519	1292	1703	1228	68		3310	372	10115		
SUBTOTALS		\$ 100,598	\$ 331,430	\$ 140,649	\$ 312,664	\$ 313,352	\$ 286,124	\$ 10,880	\$ -	\$ 417,060	\$ 46,872			
												SUBTOTAL	\$ 1,584,527	\$ 375,102
												REIMBURSABLE EXPENSES	\$ 900	
Billing rates are effective for the design phase which is estimated at up to two years (Dec. 2026), after that then-current rates will apply, and rates may be increased up to 5% annually at the option of the City based on percentage identified in CPI-U for the Miami-Ft. Laud-WPB metro area. Construction phase services, rates, and fees will be negotiated once construction year and duration are identified.														
The hourly distribution is an estimate and is for budgeting purposes. Actual hours expended by staff in the various negotiated staff categories may vary.												TOTAL PROJECT COST	\$ 1,585,427	\$ 375,102
The hourly rates can be paid either through wire transfer or check. However, if the City prefers to use a credit card for payment , the Client will be responsible for any associated fees charged by the credit card company. These fees will be invoiced and paid directly by the Client.														

Estimated Fee Proposal - Fort Lauderdale
RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: Dover Kohl

TASKS

		DOVER KOHL STAFF						Schedule = 24		Optional/ Contingency
		Principal	Project Director	Project Manager	Illustrator	Planner	Intern	Total Hours	Total Cost	
Hourly Billing Rate		\$220.00	\$170.00	\$150.00	\$100.00	\$115.00	\$45.00			
TASK 1	BASE INFO/ RECON/ UNDERSTANDING									
1.1	Project Mobilization and Kick-Off Meeting		2.0	2.0				4.0	\$ 640.00	
1.2	Review of Existing Plans and Studies		8.0	8.0		16.0		32.0	\$ 4,400.00	
1.3	Urban Analysis and Creation of Base Maps	1.0	8.0	8.0		24.0		41.0	\$ 5,540.00	
1.4	Team / City Communications		2.0	8.0		12.0		22.0	\$ 2,920.00	
TASK 2	PRELIMINARY CONSNSUS BUILDING, PUBLIC OUTREACH								\$ -	
2.1	Concept Development and Team Coordination		18.0	18.0	12.0	24.0		72.0	\$ 9,720.00	
TASK 3	CREATION OF PLANS								\$ -	
3.1	Preparation of Draft Plan	8.0	20.0	20.0	40.0	80.0		168.0	\$ 21,360.00	
3.2	Public Workshop		20.0	20.0	20.0	40.0		100.0	\$ 13,000.00	
TASK 4	CITY COMMISSION CONFERENCE MEETING								\$ -	
4.1	Updated Plan		20.0	20.0	20.0	40.0		100.0	\$ 13,000.00	
4.1.1	Conference Meeting		4.0	4.0	8.0	12.0		28.0	\$ 3,460.00	
4.1.2	Technical Meetings		4.0	4.0				8.0	\$ 1,280.00	
TASK 5	CITY COMMISSION SECOND CONFERENCE MEETING								\$ -	
5.1	Final Plan		24.0	24.0	24.0	60.0		132.0	\$ 16,980.00	
5.1.1	Conference Meeting		4.0	4.0	8.0	12.0		28.0	\$ 3,460.00	
5.1.2	Technical Meetings and Stakeholder Meetings		4.0	4.0				8.0	\$ 1,280.00	
TASK 6	CONTINGENCY MEETINGS AND WORKSHOP (Optional/ Contingency)									
6.1	Commission Conference Meeting		12.0	12.0	12.0	40.0		76.0		\$ 9,640.00
6.2	Public Workshop		20.0	20.0	20.0	60.0		120.0		\$ 15,300.00
									\$ -	\$ -
TOTAL HOURS		9	170	176	164	420		939		
		\$ 1,980	\$ 28,900	\$ 26,400	\$ 16,400	\$ 48,300	\$ -			
SUBTOTAL									\$ 97,040	\$ 24,940
Reimbursable Expenses Allowance (15 Color Boards at \$100 each)									\$ 1,500	
TOTAL PROJECT COST									\$ 98,540	\$ 24,940

Estimated Fee Proposal - Fort Lauderdale
RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: KEITH		KEITH STAFF											Schedule = 24		
TASKS		Project Manager	Senior Surveyor	Surveyor	Analyst I	Senior Utility Coordinator	Utility Coordinator	SUE Manager	Utility Designating / GPR	Survey Crew III	Survey Static Laser Scanning	Test Holes (\$500.00/each)	Total Hours	Total Cost	Optional/ Contingency
Hourly Billing Rate		\$200.00	\$175.00	\$165.00	\$120.00	\$160.00	\$125.00	\$150.00	\$200.00	\$170.00	\$250.00	\$500.00			
														\$ -	\$ -
TASK 1	SURVEY SERVICES													\$ -	\$ -
1.1	Project Control				3					40			43	\$ 7,160.00	
1.2	Topographic Survey		16	38	272					130			456	\$ 63,810.00	
1.3	Right of Way Survey		8	32	8					60			108	\$ 17,840.00	
1.4	Storm & Sanitary Survey			12	46					110			168	\$ 26,200.00	
TASK 2	SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES													\$ -	
2.1	Location Services (Estimated 100 test holes)				25		25	25				100	175	\$ 59,875.00	
2.2	Horizontal Designation Services				28			28	220				276	\$ 51,560.00	
2.3	Utility Mapping		8		24					50			82	\$ 12,780.00	
2.4	Records Research		4	6	42								52	\$ 6,730.00	
2.5	Utility Coordination					24	191						215	\$ 27,715.00	
TASK 1	SURVEY SERVICES (ICWW and SR A1A) - OPTIONAL SERVICE													\$ -	\$ -
1.1	Project Control		1	4	12					20			37		\$ 5,675.00
1.2	Topographic Survey		1	3	24					8			36		\$ 4,910.00
1.3	Right of Way Survey		2	6	4					12			24		\$ 3,860.00
1.4	Storm & Sanitary Survey		1	2	8					16			27		\$ 4,185.00
														\$ -	\$ -
														\$ -	\$ -
														\$ -	\$ -
														\$ -	\$ -
TOTAL HOURS			41	103	496	24	216	53	220	446		100	1699		
SUBTOTALS		\$ -	\$ 7,175	\$ 16,995	\$ 59,520	\$ 3,840	\$ 27,000	\$ 7,950	\$ 44,000	\$ 75,820	\$ -	\$ 50,000			
SUBTOTAL														\$ 273,670	\$ 18,630
TOTAL PROJECT COST														\$ 273,670	\$ 18,630

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: H2R

TASKS

		H2R STAFF						Schedule = 24	
		Project Manager	Sr. Engineer	Staff Engineer	Technician	Admin			
Hourly Billing Rate		\$150.00	\$150.00	\$125.00	\$80.00	\$60.00			Total Cost
									\$ -
TASK 1	Roadway Enhancements and Improvements (The Isles Seg)								\$ -
	Geotechnical	5	3	20	20	3			\$ 5,480.00
	Field Exploration - Roadway						Unit	Rate	#Units
	Geo Drill Crew Support Vehicle						Day	\$55.00	1
	GeoExtra SPT Samples - Truck/Mug Bug 0-50 Ft						Each	\$30.00	90
	Geo SPT Truck/ Mud Bug 000-050 Ft						LF	\$13.47	90
	Mobilization Drill Rig Truck Mount						Each	\$400.00	1
	Geo Field Perm 0-10 Ft Open-End Borehole Method						Each	\$300.00	4
	Asphalt Pavement Coring - 6in dia with Base Depth Check						Each	\$200.00	9
	Maintenance of Traffic (MOT)						Day	\$1,500.00	1
	Laboratory Testing - Roadway								\$ -
	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)						Test	\$60.00	9
	Soil Organic Content Ignition FM 1 T-267						Test	\$35.00	6
	Soils Corrosion Series FM 5-550 through 5-553						Test	\$163.00	2
	Soils Limerock Bearing Ratio (LBR) FM 5-515						Test	\$412.00	2
	Soils Moisture Content Laboratory (AASHTO T 265)						Test	\$12.00	9

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: H2R

TASKS

		H2R STAFF							Schedule = 24	
		Project Manager	Sr. Engineer	Staff Engineer	Technician	Admin				
Hourly Billing Rate		\$150.00	\$150.00	\$125.00	\$80.00	\$60.00				Total Cost
TASK 2	Roadway Enhancements and Improvements (The Beach Seg)									\$ -
	Geotechnical	3	1	10	10	1				\$ 2,710.00
	Field Exploration - Roadway									
	Geo Drill Crew Support Vehicle						Day	\$55.00	1	\$ 55.00
	GeoExtra SPT Samples - Truck/Mug Bug 0-50 Ft						Each	\$30.00	30	\$ 900.00
	Geo SPT Truck/ Mud Bug 000-050 Ft						LF	\$13.47	30	\$ 404.10
	Mobilization Drill Rig Truck Mount						Each	\$400.00	1	\$ 400.00
	Geo Field Perm 0-10 Ft Open-End Borehole Method						Each	\$300.00	3	\$ 900.00
	Asphalt Pavement Coring - 6in dia with Base Depth Check						Each	\$200.00	3	\$ 600.00
	Maintenance of Traffic (MOT)						Day	\$1,500.00	1	\$ 1,500.00
	Laboratory Testing - Roadway									
	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)						Test	\$60.00	3	\$ 180.00
	Soil Organic Content Ignition FM 1 T-267						Test	\$35.00	3	\$ 105.00
	Soils Corrosion Series FM 5-550 through 5-553						Test	\$163.00	2	\$ 326.00
	Soils Limerock Bearing Ratio (LBR) FM 5-515						Test	\$412.00	2	\$ 824.00
	Soils Moisture Content Laboratory (AASHTO T 265)						Test	\$12.00	3	\$ 36.00
TASK 3	Sospiro Bridge Replacement									\$ -
	Geotechnical	5	3	21	21	3				\$ 5,685.00
	Field Exploration - Bridge									
	Geo Drill Crew Support Vehicle						Day	\$55.00	5	\$ 275.00
	GeoExtra SPT Samples - Truck/Mug Bug 0-50 Ft						Each	\$30.00		\$ -

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: H2R

TASKS

		H2R STAFF						Schedule = 24	
		Project Manager	Sr. Engineer	Staff Engineer	Technician	Admin			
Hourly Billing Rate		\$150.00	\$150.00	\$125.00	\$80.00	\$60.00			Total Cost
	GeoExtra SPT Samples - Truck/Mug Bug 50-100 Ft						Each	\$35.00	\$ -
	Geo SPT Truck/ Mud Bug 000-050 Ft						LF	\$13.47	\$ 1,885.80
	Geo Temp Casing 4" Truck/ Mud Bug 000-050 Ft						LF	\$9.00	\$ 900.00
	Geo Temp Casing 4" Truck/ Mud Bug 050-100 Ft						LF	\$10.00	\$ 1,400.00
	Mobilization Drill Rig Truck Mount						Each	\$400.00	\$ 1,600.00
	Permit application and coordination for Maintenance of Traffic (MOT)						Permit	\$2,500.00	\$ -
	Maintenance of Traffic (MOT)						Day	\$1,500.00	\$ 4,500.00
	Laboratory Testing - Bridge								
	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)						Test	\$60.00	\$ 480.00
	Soil Organic Content Ignition FM 1 T-267						Test	\$35.00	\$ 280.00
	Soils Corrosion Series FM 5-550 through 5-553						Test	\$163.00	\$ 652.00
	Soils Limerock Bearing Ratio (LBR) FM 5-515						Test	\$412.00	\$ 1,648.00
	Soils Moisture Content Laboratory (AASHTO T 265)						Test	\$12.00	\$ 96.00
									\$ -
TOTAL HOURS		13	7	51	51	7			
SUBTOTALS		\$ 1,950	\$ 1,050	\$ 6,375	\$ 4,080	\$ 420	\$ -	\$ -	
SUBTOTAL \$									44,697
TOTAL PROJECT COST \$									44,697

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: K-Ster Design

TASKS

		K-Ster Design						Schedule = 24	
		Technical Advisor							
Hourly Billing Rate		\$225.00					Total Hours	Total Cost	Optional/ Contingency
TASK 2	PRELIMINARY CONSNSUS BUILDING, PUBLIC OUTREACH							\$ -	
2.1	Theme Development Approach and Team Coordination	12.0					12.0	\$ 2,700.00	
TASK 3	CREATION OF PLANS							\$ -	
3.1	Preparation of Draft Plan	28.0					28.0	\$ 6,300.00	
3.2	Public Workshop	16.0					16.0	\$ 3,600.00	
TASK 4	CITY COMMISSION CONFERENCE MEETING							\$ -	
4.1	Updated Plan	20.0					20.0	\$ 4,500.00	
4.1.1	Conference Meeting	16.0					16.0	\$ 3,600.00	
4.1.2	Technical Meetings	8.0					8.0	\$ 1,800.00	
TASK 5	CITY COMMISSION SECOND CONFERENCE MEETING							\$ -	
5.1	Final Plan	16.0					16.0	\$ 3,600.00	
5.1.1	Conference Meeting	16.0					16.0	\$ 3,600.00	
5.1.2	Technical Meetings	8.0					8.0	\$ 1,800.00	
TASK 6	CONTINGENCY MEETINGS AND WORKSHOP							\$ -	
6.1	Commission Conference Meeting	8.0					8.0		\$ 1,800.00
6.2	Public Workshop	16.0					16.0		\$ 3,600.00
								\$ -	\$ -
TOTAL HOURS		164					164		
SUBTOTALS		\$ 36,900	\$ -	\$ -	\$ -	\$ -			
								SUBTOTAL \$	\$ 31,500
									\$ 5,400
								TOTAL PROJECT COST \$	\$ 31,500
									\$ 5,400

RFQ # 12739-1031 LAS OLAS CORRIDOR DESIGN CONSULTANT SERVICES

Subconsultant: Dickey

TASKS

		Dickey						Schedule = 24		Optional/ Contingency
		Project Director	Sr Project Coordinator	Project Coordinator		Printing		Total Hours	Total Cost	
Hourly Billing Rate		\$150.00	\$70.00	\$70.00		\$1.55				
	PRELIMINARY CONSENSUS BUILDING, PUBLIC OUTREACH								\$ -	\$ -
	Coordinate and attend one workshop and 3 Commission meetings	24.0	24.0	24.0				72.0	\$ 6,960.00	
	Prepare meeting notes and distribute	16.0	30.0	30.0				76.0	\$ 6,600.00	
									\$ -	
TASK 6	CONTINGENCY MEETINGS AND WORKSHOP									
	Contingency Workshop	4.0	4.0	4.0				12.0		\$ 1,160.00
	Contingency Commission meeting	4.0	4.0	4.0				12.0		\$ 1,160.00
									\$ -	\$ -
									\$ -	\$ -
									\$ -	\$ -
TOTAL HOURS		48	62	62				172		
SUBTOTALS		\$ 7,200	\$ 4,340	\$ 4,340	\$ -	\$ -	\$ -			
SUBTOTAL									\$ 13,560	\$ 2,320
TOTAL PROJECT COST									\$ 13,560	\$ 2,320