

AGREEMENT

between

**City of Fort Lauderdale**

and

---

DESMAN, INC.

for

DESIGN CRITERIA PACKAGE FOR FEDERAL COURTHOUSE PARKING GARAGE

**EVENT NO. 122 PROJECT NO. 12687**

## AGREEMENT

THIS IS AN AGREEMENT made and entered into this 23<sup>rd</sup> day of December, 2023,  
by and between:

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

and

DESMAN, INC., a Delaware corporation authorized  
to conduct business in the State of Florida,  
(hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of December 5, 2023 authorized by motion, the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Consultant Services for the Design Criteria Package for Federal Courthouse Parking Garage, Continuing Services Contract, Event No. 122, Project No. 12687, 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 December 23, 2023, 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: DESMAN, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Transportation and Mobility Department 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 (City of Fort Lauderdale Request for Qualifications (RFQ Event #122), 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, CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications Event #122.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.



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

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

## ARTICLE 2

### PREAMBLE

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

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

## ARTICLE 3

### SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: to provide a Design Criteria Package for the design of a 350-parking space multi-level garage, 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, expressed or implied are made or intended.

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

#### ARTICLE 4 GENERAL PROVISIONS

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

#### ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no

additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale RFQ Event No. 122.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualification Event No. 122

- 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 particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

## ARTICLE 7

### TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.



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

## ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

### 8.1 AMOUNT AND METHOD OF COMPENSATION

#### 8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000.00)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total



compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

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

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

## 8.2 METHOD OF BILLING

### 8.2.1 Not-To-Exceed Amount Compensation

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

## 8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for



Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

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

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

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

Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

#### 8.4 METHOD OF PAYMENT

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

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

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

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

8.4.5 Payment will be made to CONSULTANT at:

DESMAN, Inc.  
100 SE 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, FL 33394

#### 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 Article 7.



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

ARTICLE 10  
CONSULTANT'S RESPONSIBILITIES

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



- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

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

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



ARTICLE 11  
CITY'S RESPONSIBILITIES

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

ARTICLE 12  
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

## 12.2 TERMINATION

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

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

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

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

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



performed.

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

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding



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

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

#### 12.5 MINORITY PARTICIPATION

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

#### 12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

#### 12.7 SUB-CONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent



information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

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

The list of sub-consultants submitted is as follows:

**Wolfberg Alvarez & Partners, Inc.**  
**Langan Engineering and Environmental Services, Inc.**  
**Steven Feller P.E., LLC**  
**Brown & Phillips, Inc.**  
**Brooks + Scarpa Architects, Inc.**  
**Program Controls, 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 at appellate and trial levels, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and any persons employed or utilized by CONSULTANT in the performance of this Agreement, and any associated Task Orders or Work Authorization. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand,



CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

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

#### 12.10 LIMITATION OF CITY'S LIABILITY

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

#### 12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, 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 Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor'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 Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor 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 Contractor 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:

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, 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 Contractor. 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 \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor 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

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

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



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

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

Contractor waives, and Contractor shall ensure that Contractor'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.

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

#### Insurance Certificate Requirements

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

#### The Certificate Holder should read as follows:

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



Contractor 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 application 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 Contractor's expense.

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

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor 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 may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

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

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

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

## 12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

## 12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

## 12.14 CONSULTANT'S STAFF

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

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

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

## 12.15 INDEPENDENT CONTRACTOR

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



acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 12.16 THIRD PARTY BENEFICIARIES

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

#### 12.17 CONFLICTS

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

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

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

#### 12.18 CONTINGENCY FEE

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

#### 12.19 WAIVER OF BREACH AND MATERIALITY

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



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

#### 12.20 COMPLIANCE WITH LAWS

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

#### 12.21 SEVERANCE

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

#### 12.22 JOINT PREPARATION

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

#### 12.23 PRIORITY OF PROVISIONS

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

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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



**TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

**12.25 EXHIBITS**

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

**12.26 ONE ORIGINAL AGREEMENT**

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

**12.27 NOTICES**

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

CITY:                    Transportation & Mobility Director  
                             City of Fort Lauderdale  
                             290 NE 3<sup>rd</sup> Avenue  
                             Fort Lauderdale, FL 33304  
                             Telephone: (954) 828-3781

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

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

CONSULTANT: DESMAN, INC.  
ATTN: Timothy Tracy  
100 SE 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, FL 33394  
(954) 526-6464  
cluz@desman.com

#### 12.28 ATTORNEY FEES

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

#### 12.29 PERMITS, LICENSES AND TAXES

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

#### 12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

#### 12.31 STANDARD OF CARE

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



#### 12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

#### 12.33 EVALUATION

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

#### 12.34 STATUTORY COMPLIANCE

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

#### 12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations



in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

#### 12.36 PUBLIC RECORDS

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

Consultant shall:

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

#### 12.37 INTELLECTUAL PROPERTY

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



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

#### 12.38 RIGHTS IN DOCUMENTS AND WORK

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

#### 12.39 REPRESENTATION OF AUTHORITY

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

#### 12.40 NON-DISCRIMINATION

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

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



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

#### 12.41 E-VERIFY

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

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subconsultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or Section 448.095(5)(c)2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.



5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095, Florida Statutes (2023), as may be amended or revised. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095, Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

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

CITY


CITY OF FORT LAUDERDALE, a Florida municipal corporation

By:   
GREG CHAVARRIA  
City Manager

Date: December 23, 2023

ATTEST:



By:   
DAVID R. SOLOMAN  
City Clerk

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

By:   
KIMBERLY CUNNINGHAM MOSLEY  
Assistant City Attorney



WITNESSES:

DESMAN, INC., a Delaware corporation authorized to conduct business in the State of Florida,

Robert Weissenborn  
Witness Signature

By: Timothy Tracy  
Timothy Tracy  
Executive Vice President

Robert Weissenborn  
Print Witness Name

Virna Muñoz  
Witness Signature

Virna Muñoz  
Print Witness Name

(CORPORATE SEAL)

STATE OF NEW YORK:

COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11<sup>TH</sup> day of DECEMBER, 2023, by Timothy Tracy as Executive Vice President for DESMAN, Inc., a Delaware corporation authorized to transact business in the State of Florida.

JACK CALIENDO  
Notary Public, State of New York  
No. 01CA5033168  
Qualified in Westchester County  
Commission Expires Sept. 12, 2026

JACK CALIENDO  
(Signature of Notary Public - State of Florida)

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

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE  
FEDERAL COURTHOUSE PARKING GARAGE  
RFQ EVENT #122  
PROJECT #12687**

**CONTRACT EXHIBIT A - SCOPE**

**Submitted by:**

**DESMAN Inc.**

**100 SE 3<sup>rd</sup> AVENUE, 10<sup>TH</sup> FLOOR  
FORT LAUDERDALE, FL 33394**

**Christian Luz, AICP, PE**

**cluz@desman.com**

**305-900-8199 cell**

**954-526-6464 x-080 direct**

**CAM #24-0970**

**Exhibit 2**

**Page 36 of 88**



**CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE – FEDERAL COURTHOUSE PARKING GARAGE  
RFQ EVENT #122 / PROJECT #12687****REVISED - November 3, 2023****PROPOSED SCOPE OF SERVICES**

The Scope of Services includes Professional Architectural and Engineering services to serve as the DESMAN team (DESMAN or DESMAN team) for the preparation of the Design/Build Criteria Package (DBCP) and/or Design Criteria Package (DCP). The purpose of the DCP is to furnish sufficient information to permit Design/Build (D/B) firms to prepare a bid or a response to the City of Fort Lauderdale, FL (City) Request for Proposals (RFP), or to permit the City to enter into a negotiated D/B contract for a 350-space, multi-level garage. The DCP, at a minimum, will specify performance-based criteria for the public construction project, including survey information concerning the site, material quality standards, 30 Percent Complete Contract Documents and design standards/specifications of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater management, and 3D rendering of concepts.

Additionally, the DESMAN team will identify all permits required, dewatering and stormwater pollution prevention requirements, and impacts on local businesses and residents. The DESMAN team will provide the City with design options and alternatives. Each option provided to the City will include an opinion of probable construction cost and construction schedule.

The selected option will progress to detailed design and may require additional value engineering. The DESMAN team may, if necessary, obtain permits from the Florida Department of Environmental Protection, and any other agency having jurisdiction in the area.

The following three tasks are often provided by DESMAN on DCP projects and are discussed herein as Optional Tasks, but are not included in this proposal.

**OPTIONAL TASKS**

If requested, the DESMAN team is prepared and qualified to provide technical expertise for the following four Optional Tasks, Public Outreach, Bid & Award, Design Review, and Construction Administration.

**1. Public Outreach**

The DESMAN team has the necessary skills and experience and is available to develop a public outreach program with the City's input to present options and discuss alternatives to the project Stakeholders. The results of the public outreach program would potentially be used to guide the recommended solution.

**2. Bid & Award - See Task 3 (page 6)**

The DESMAN team can also assist the City during the bid and award of the D/B Contract for the work according to the DCP Contract Documents. The DESMAN team could assist the City in reviewing submissions for completeness, technical compliance, and satisfaction with

the design intent of the DCP on its technical merits. The deemed appropriate, the DESMAN team could also participate in pre-bid conference(s) and attend the Bid opening.

### **3. Design Review**

The DESMAN team would provide technical guidance in the review of the Design/Builder's final design of the City of Fort Lauderdale – Holiday Park Garage project. The DESMAN team would work with the D/B in a cooperative team effort to ensure the City receives a conforming final design.

### **4. Construction Administration**

The DESMAN team is available to assist the City in performing technical support during the construction of the approved design of the City of Fort Lauderdale – Holiday Park Garage project and contract administration such as attendance at City requested meetings, monitoring shop drawing submittals for conformance with the intent of the design and periodic job site visits.

The following is a detailed Scope of Services addressing the City's RFQ.

### **Scope of Services**

The DESMAN team will be tasked with the following duties, responsibilities, and deliverables for this assignment. The DESMAN team shall provide Design Services through no greater than 30 Percent Complete Contract Documents. The DESMAN team shall submit to the City of Fort Lauderdale the deliverables listed in the format approved by the City. In addition, we shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are being submitted.

### **TASK 1 – Project Definition Documentation**

Upon selection, the first priority of the DESMAN team will be to facilitate a comprehensive and interactive programming session. We believe the most effective design will come from the combined knowledge and expertise of the collective design team, City staff, and project stakeholders. This working session will unite the entire team on project priorities, challenges, and common dialogue. The following provides a detailed discussion of Task 1 which will be undertaken by the DESMAN team.

#### **TASK 1A - Project Planning and Conceptual Design**

During subtask 1A, the DESMAN team will research, discuss, and review existing information with the City to develop the basis for design concepts. The DESMAN team will undertake the following elements as part of this subtask:

1. Meet with City for an initial interactive work session to review the program definition and concept development work plan.
2. Establish City's goals and objectives. As part of this subtask, the DESMAN team will confirm the project budget and schedule.
3. Perform a preliminary study of applicable permit requirements and discuss them with the City (further detail in Task 1C).
4. Review City Zoning Standards for the proposed site to identify all requirements versus constraints and/or variances.
5. Collect and review any past studies, concepts, and data pertaining to this assignment.



6. As part of this phase, we develop a clear understanding of the garage users and the intended destinations. This would include preferred pedestrian routes and anticipated vehicular flow.
7. Establish a clear understanding of the site and existing and proposed buildings/structures.
8. Refine and update program requirements including functional design, parking capacities, utility plan, equipment requirements, and building systems to prepare the final program statement.
9. Study and discuss alternatives.
10. Early preliminary solutions will be developed and presented for input and critique. Preliminary design concepts will illustrate basic parking structure opportunities.
11. Review the preliminary design concept sketches, cost models, work plan, and schedule.

**TASK 1B – Define Permit Requirements**

1. The DESMAN team will provide the City with a list of permitting agencies for review and input.
2. Although a Federally approved project, the DESMAN team will endeavor to meet the following permit requirements:
  - City's Department of Sustainable Development Permitting Process;
  - National Electric Code;
  - National Fire Protection Association;
  - Florida Department of Environmental Protection;
  - South Florida Water Management District;
  - Broward County Environmental Protection and Growth Management Department; and
  - Other permitting agencies having jurisdiction.

The DESMAN team shall also review pertinent documents with the agencies having permitting or other approval authority concerning the proposed Federal Courthouse Garage. The DESMAN team shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the City relative to such findings.

The DESMAN team has experience and is familiar with the review agencies listed above as well as the permitting process. As part of this task, the DESMAN team will coordinate with the City, regulatory agencies, and other government entities having interest or jurisdiction, including the GSA, that may require permits for this project. The DESMAN team will provide an estimate of fees and duration associated with the permit process. The assumption is that the D/B firm will be responsible for obtaining all necessary permits with the completed design. The actual requirements will be defined as part of this task.

**Task 1C – Meet with City Staff**

For purposes of this Scope of Services, DESMAN has assumed a meeting with the City every two weeks. We understand that bi-weekly meetings might not be necessary, but the entire team is local so meeting as needed should be relatively easy to accomplish.

**Task 1D – Compile Documentation to be used as the Basis for the DCP**

The DESMAN team will incorporate and compile zoning standards and applicable codes, as well as review and organize other agency codes (such as GSA) for inclusion in the DCP. The DESMAN team will meet with City staff to determine if there are additional sources of information to be included in the DCP related to standards the City has adopted that are specific to the City of Fort Lauderdale. The

DESMAN team will also discuss design requirements and programming that have been agreed to with GSA that will be included in the DCP.

### **Task 1E – Prepare Three 3D Rendering Options**

The DESMAN team will prepare three 3D renderings of the proposed garage based on the information gathered and selected alternatives to be considered. The renderings will provide general massing and design intent based on the program as shared by the City.

### **TASK 2 – Design Criteria**

The goal of this subtask is to develop the Design Criteria Package to be used to bid the project to a D/B firm. The following elements of Task #2 - Design Criteria Package are listed below and briefly discussed.

1. Introduction to the Project and Purpose of the DCP

The Design Criteria methodology, procedures, format, and other specifics that the DCP shall contain. The DESMAN team will prepare the Technical Sections and Criteria of the DCP for bidding by incorporating all information as required by the City, and all federal, state, and applicable local codes.

2. Chosen Design Rendering

The DCP will include project renderings refined from Task #1.

3. Design Criteria

The preparation of the DCP bidding documents shall include, but not be limited to the following Table of Contents. During preparation of the Design Criteria, the DESMAN team will meet with City Departments and/or GSA, as needed, to present/discuss the DCP Bid Documents and seek input.

**1. INTRODUCTION**

- 1.1. General Overview
- 1.2. Project Description
- 1.3. Permitting Requirements
- 1.4. Code Requirements
- 1.5. Design Submittals

**2. SITE OVERVIEW**

- 2.1. Site Design Intent
- 2.2. Existing Conditions

**3. PARKSMART NARRATIVE (if requested)**

- 3.1. Requirements and Overview
- 3.2. Project Requirements

**4. CIVIL ENGINEERING NARRATIVE**

- 4.1. Base Flood Elevation Requirements
- 4.2. Site Lighting
- 4.3. Drainage and Surface Water Management
- 4.4. Sanitary Sewer Service
- 4.5. Water Service
- 4.6. Paving & Grading Improvements
- 4.7. Other Roadway Improvements



**5. ARCHITECTURAL NARRATIVE**

- 5.1. General Requirements
- 5.2. Architectural Design Intent
- 5.3. Opportunities

**6. STRUCTURAL NARRATIVE**

- 6.1. General Requirements
- 6.2. Design Methodology
- 6.3. Design Criteria

**7. MECHANICAL & PLUMBING NARRATIVE**

- 7.1. General Requirements
- 7.2. HVAC
- 7.3. Plumbing
- 7.4. Fire Protection

**8. ELECTRICAL NARRATIVE**

- 8.1. General Requirements
- 8.2. Normal Power
- 8.3. Emergency Power
- 8.4. Lighting Systems
- 8.5. Lightning Protection
- 8.6. Fire Alarm & Detection System
- 8.7. Telecommunication System
- 8.8. Security System
- 8.9. Parking, Access & Revenue Control System

**9. BASIS OF DESIGN SPECIFICATIONS****APPENDICES**

- Appendix A: Site Survey
- Appendix B: Engineering Calculations, etc.
- Appendix C: Geotechnical Soils Report
- Appendix D: Environmental Assessment Reports, if necessary

**4. Engineer's Opinion of Probable Cost**

Concurrent with City reviews of the DCP and drawings developed as part of this task, the DESMAN team will prepare an Opinion of Probable Construction Costs and submit to the City for review. Once the DCP is in final form, a final Opinion of Probable Construction Costs will be developed and submitted to the City.

**5. Preliminary Drawings**

The DESMAN team will deliver to the City a set of Preliminary Plans that will include:

- Site Plan
- Site Utilities
- Storm Water/Erosion Control Plan
- Geotechnical Documentation
- Landscaping Plan
- Architectural Requirements
- Structural Engineering Requirements

- Grading, Paving & Drainage Plans
- ADA Compliance
- Onsite Utilities
- The Architectural Plans will include:
  - Grade, Typical, and Roof Plans, which will delineate:
  - Vehicular ingress and Egress locations
  - Ramping methods, slopes, and locations
  - Internal traffic flow
  - Parking geometry, including bay widths, parking angle, and stall widths. ADA Accessible Stalls, including routes and headroom requirements.
  - Stair/elevator locations.
  - Building sections.
  - Occupied spaces, if any.
- The DESMAN team will update our Opinion of Probable Construction Costs.
- The DESMAN team will meet with City Departments and/or GSA, as selected by City staff, to present the concepts and seek input. It is anticipated that a series of meetings will be held during this phase to ensure the concepts, program, and design criteria provided as part of the DCP can be endorsed by the various Departments during the awarded D/B approval phase.

6. 30 percent Documents

The DESMAN team shall prepare drawings to no greater than 30 percent level of detail based on the approved Preliminary Plans developed in Task 5. The 30 percent documents will consist of Drawings, Outline Specifications, Work Sequencing Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the D/B RFP. The documents will be sufficient for solicitation of proposals from D/B firms for design and pricing of the project. In addition, the DESMAN team will update our Opinion of Probable Construction Costs.

7. Subconsultant Agreements

The subconsultant services will be managed by DESMAN, but for completeness, we have included the individual DRAFT subconsultant proposals as Attachment A.

### Schedule

DESMAN submitted a preliminary proposal at our last meeting. We are in the process of updating the schedule and GANTT chart which will be submitted to you next week. However, the project Scope of Services is intended to be complete in no more than 150 calendar days.



This page left blank intentionally

**ATTACHMENT A – DRAFT SUBCONSULTANT PROPOSALS**





WOLFBERG ALVAREZ & PARTNERS

75 VALENCIA AVE., SUITE 1050, CORAL GABLES, FL 33134 PH. 305-666-5474

October 9, 2023

Via Email: [cluz@desman.com](mailto:cluz@desman.com)

Mr. Christian Luz  
Associate Vice President  
Desman  
One Financial Plaza  
100 SE 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, FL 33394

RE: City of fort Lauderdale – Federal Courthouse DCP  
Subj: Fee Proposal

Dear Chris:

As requested, following is our proposal to provide the services for the above-noted project.

- Develop three (3) separate façade schemes/designs.
- Create 3-dimensional renderings of each of the schemes.
- Create construction documents to a 30% complete level of the selected elevation design, including identifying materials and detailing of any design features.
- Attend meetings and presentations.

Compensation:

Principal-in-Charge	12 hours x \$265.00 =	\$3,180.00
Project Manager	20 hours x \$210.00 =	\$4,200.00
Project Architect	200 hours x \$175.00 =	<u>\$35,000.00</u>
		\$42,380.00

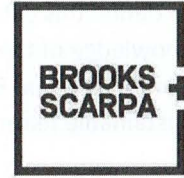
We trust you find the proposal acceptable and look forward to continuing to collaborate with you and the Desman team.

Sincerely,

Marcel R. Morlote, R.A.  
President

MRM/nl





Brooks + Scarpa Architects  
1147 NE 7<sup>th</sup> Ave  
Fort Lauderdale, FL 33304  
954.683.1236

## LETTER OF AGREEMENT

"Agreement"

October 13, 2023

Christian Luz, PE, AICP - Associate Vice President  
DESMAN ("Client")  
100 SE 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33394  
954.526.6464  
[cluz@desman.com](mailto:cluz@desman.com)

## PROJECT AND DESCRIPTION

Brooks + Scarpa Architects, Inc. (Brooks + Scarpa) shall provide the Basic Services ("Services") set forth as follows for the City of Fort Lauderdale Federal Courthouse Parking Garage Design Criteria Package.

### SCOPE OVERVIEW:

This project has a very limited and currently undefined scope. We are providing a fee estimate for development of a Design Criteria Package (DCP) for Landscape Architectural and Sustainability DCP Services only. The complete DCP will be developed by DESMAN and its other consultants. Brooks + Scarpa will provide specific narratives and basic concept drawings for Landscape Architecture that demonstrates site planting and hardscape that will extend from the new Federal Courthouse at the west of the project boundary to the parking garage to the east of the site. There are areas to the north along the south shore of the Tarpon River and south of site along SE 11<sup>th</sup> Street that will include landscape areas and the intent is to harmonize with the design of the courthouse plaza and landscape features being developed by others. There is a small landscape buffer between the east side of the garage and property line that will further need to be developed by Brooks + Scarpa. (See Exhibit A) These landscape elements and concepts plans shall be developed with enough design intent direction in the DCP that meets current zoning regulations and harmonizes with the design character of the courthouse landscape. In addition to landscape scope Brooks + Scarpa will prepare DCP design narratives for Sustainability criteria and opportunities available within the project. We will work with DESMAN



to define this criterion. We understand the City's sustainability goals and will leverage our knowledge of the *Fast Forward Fort Lauderdale Design and Construction Manual for a Sustainable and Resilient Community and Cohesive Public Realm* for both landscape and sustainable feature opportunities.

The proposal assumes one master DCP will be developed by DESMAN with Landscape Architecture and Sustainability sections developed by Brooks + Scarpa. The DCP will include sufficient narratives and design intent and conceptual drawings, material call outs, and other potential information.

No other consultant fees are covered in this proposal. This proposal does not cover irrigation design, geotechnical engineering, lighting design or arborist surveys. Any other services not stated in the above scope are not included in this fee proposal.

Project is planned to be completed within one-hundred twenty (182) days from the full execution of this Agreement. If for any reason the project is delayed or issues arise that could affect the overall schedule, our fees will be adjusted.

**PROJECT SCHEDULE:**

Summary Estimated Schedule:

- |   |                      |
|---|----------------------|
| • Due Diligence   | (10 business days)   |
| • Development of Landscape and Sustainability DCP sections  | (20 business days)   |
| • Revisions and comments by DESMAN/City                     | (10 business days)   |
| • Preparation of final DCP sections                         | (15 business days)   |
| • Total project timeline, including review and meeting time | (6) Calendar Months* |

\* Subject to receipt of information and review lead times by DESMAN and City of Fort Lauderdale.

**PROJECT DELIVERABLES:**

- Develop DCP section for Landscape Architectural concept design and written narratives showing hardscape and planting information, including plant lists, and meet current landscape regulations.
- Develop DCP section for Sustainability in the form of a written narrative.
- DESMAN shall provide format and template for DCP.
- One (1) public meeting/presentations included
- One (1) commission meeting presentation included
- Any coordination meetings between the City and GSA are not included.

6. This project contract is limited to a maximum time period of 6 months from the execution of this Agreement. Brooks + Scarpa total hours expended shall be limited to 200. Any additional hours over 200 shall be reimbursed at the Exhibit B Hourly Rate Schedule attached, under an additional service mutually agreed to, in writing.

*All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christian Luz, PE, AICP - Associate Vice President, DESMAN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey Huber, FAIA, ASLA - Principal, Brooks + Scarpa Architects, Inc.

ATTACHMENTS:

Exhibit A Plan Limits of Scope of Work  
Exhibit B Hourly Rate Schedule



EXHIBIT A

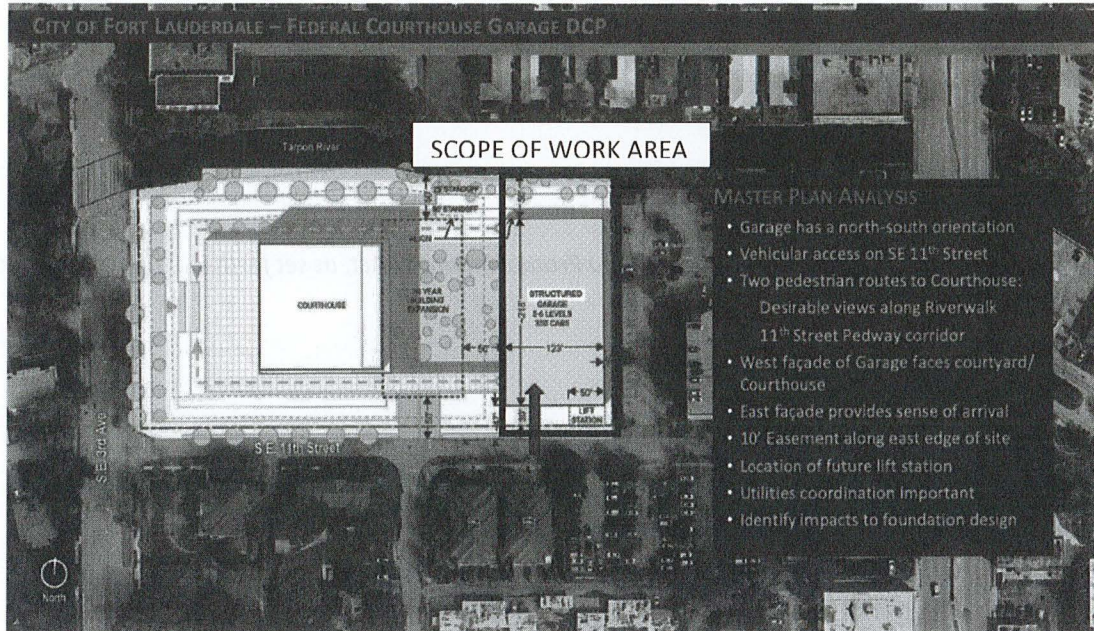


EXHIBIT B

Brooks+Scarpa	
Employee Classification	Hourly Rate
Principal Architect	<del>\$296.00</del> \$250
Principal Landscape Architect	<del>\$296.00</del> \$250
Senior Project Manager	\$213.00*
Senior Designer	<del>\$185.00</del> \$150
Project Manager/BIM	\$185.00 *
Project Manager	\$175.00*
Project Architect	\$175.00*
Project Landscape Architect	\$175.00*
Project Designer	\$155.00*
Arch/Landscape Arch Staff/Draftsperson	\$145.00*
Designer	\$120.00*
Office Manager/Staff	<del>\$106.00</del> \$100
Intern	<del>\$75.00</del> \$65

Note: Brooks + Scarpa Revised Rates accepted via email from DESMAN from September 13, 2023



FELLER ENGINEERING

October 11, 2023  
(Revised October 12, 2023)  
(Revised October 13, 2023)

Musa Yenni – Owner and CEO  
Anatoly Averbuch – Vice President  
Eser Hur – Mechanical Dept. Head  
Robert Raynor – Electrical Dept. Head  
Gregory Badal – Plumbing Dept. Head  
Kris Singh – Fire Protection Dept. Head  
Edward Kranz, PE, LEED AP – Quality Control Dept. Head

DESMAN  
One Financial Plaza  
100 SE 3rd Avenue, 10th Floor  
Fort Lauderdale, FL 33394

Attention: Christian R. Luz, Associate Vice President

Re: Federal Courthouse Garage DCP at SE 3<sup>rd</sup> Ave. at Fort Lauderdale, FL

Dear Christian,

Thank you for this opportunity to work with your company.

### **Scope of Services**

Feller Engineering (“We” or the “Consultant”) proposes to DESMAN (the “Client”) to prepare MEP / FS Design Criteria Narrative for 350-car Parking structure: 5-story, 134,000 sf. standalone building (the “Agreement”). Project outlined criteria is as follows:

#### **Mechanical**

1. HVAC at Elevator Machine room and Storage area.
2. Open structure, no ventilation required for Garage area.

#### **Electrical**

1. Power and Lighting as per Code.
2. Emergency generator to support Elevator, Emergency lighting, Garage Security and Revenue systems.
3. Lighting Photometrics.
4. Power provision for Low Voltage systems (designed by others).
5. Site Lighting as per City of Fort Lauderdale standards.
6. Lightning Protection system.
7. Fire Alarm system.
8. Power to Lift Station.

#### **Plumbing**

1. Water and Condensate piping as required and Storm drainage system in coordination with Civil Engineer.
2. No Sanitary piping is required (no Restrooms are provided).

#### **Fire Protection**

1. Fire sprinkler system in compliance with NFPA standards.



### **Engineering Fees**

Task #1 – Preliminary Design	\$ 14,820
Task #2 – Design Criteria Package	\$ 14,420

Additional meetings or modification to Design Criteria will be provided upon owner's request and invoiced at our hourly rates as indicated below.

### **Excluded**

1. IT, Security, CCTV, Wi-Fi, BDA, Access Control and AV systems.
2. LEED principal services.
3. Emergency notification system design by others.
4. Lift Station by others.
5. Solar panels by others.
6. Life Safety by others.

Add Services and Owner requested revisions will be provided at an hourly rate of \$265 Principal / Department Head, \$210 Project Manager, \$195 Project Engineer and \$175 Designer. When authorized, in writing, by the Client, we shall proceed with the Additional Services.

### **Reimbursable Expenses**

Consultant shall be paid a total fee of 3% of the Engineering Fees indicated above in lieu of reimbursement for all incidental out-of-pocket expenses incurred in performing the above services.

### **Indemnification**

The Client shall indemnify and hold harmless the Consultant and all of its personnel from and against any and all claims (including 558 claims), damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services.

### **Claims for Consequential Damage**

The Client and Consultant waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

### **Termination**

This Agreement may be terminated by either party upon not less than seven days' written notice. Termination of this Agreement for any reason shall not affect (i) any liabilities or obligations of either party arising before such termination (including payment of fees and expenses) or (ii) any damages or other remedies to which either party may be entitled for breach of this Agreement or otherwise.



11 October 2023

Christian R. Luz, P.E., AICP  
Associate Vice President  
DESMAN  
100 SE 3rd Avenue, 10th Floor  
Fort Lauderdale, FL 33394

**Re: Proposal for Design Criteria Professional Services  
Design Criteria Package – Federal Courthouse Parking Garage  
SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street, Fort Lauderdale, Florida  
Langan Project No.: 330130300**

Dear Chris:

Langan Engineering and Environmental Services, Inc. (Langan) has prepared the following proposal for Desman Design Management Group (Client or DESMAN) for design criteria engineering services for the City of Fort Lauderdale – Federal Courthouse Garage (the Project) in Fort Lauderdale, Florida. It is our understanding the City of Fort Lauderdale (the City) would like to design and construct a parking garage near the proposed Federal Courthouse. The City has requested that the DESMAN team prepare design criteria documentation so that the project can be bid as a design build project.

#### PROJECT UNDERSTANDING

The Project is located northeast of the intersection of Southeast 11<sup>th</sup> Street and Southeast 4<sup>th</sup> Avenue. It consists of an approximate 1.67-acre vacant parcel identified by the Broward County Property Appraiser as Parcel ID Number 5042 10 76 0020, currently owned by the United States of America.

The proposed development will be a 350-parking space multi-level public parking garage. The facility will be a paid parking, using the City's established payment methods and will include EV charging stations. Langan will assist with the design criteria package intended for a design/build contractor to develop and finalize plans for construction. This scope of services below assumes the design/build contractor will be responsible for obtaining all necessary permits and approvals for construction.

#### SCOPE OF SERVICES

Based on our understanding of the project we propose the following scope of services.

##### Task 1: Concept Design

Langan will provide civil engineering support to the DESMAN team in the evaluation of concept designs for the project. We will focus on the following:

##### Site/Civil Engineering

- Site reconnaissance to determine site conditions and constraints which may impact the proposed development.



*Proposal for Design Criteria Professional Services  
Design Criteria Package – Federal Courthouse Parking Garage  
SE 3rd Avenue and SE 11th Street, Fort Lauderdale, Florida  
Langan Project No. 330130300*

---

- Preliminary grading analyses and studies to achieve Base Flood Elevation requirements.
- Utility analysis to determine availability of services to the new parking facility including retail spaces.
- Preliminary drainage analysis for proposed stormwater design.
- Permitting narrative identifying list of agencies for review and input. The list will provide an estimate of fees and duration associated with the permitting process for the civil engineering aspect of the project.

### Geotechnical Engineering

Our geotechnical scope of work for this project includes: (1) performing a field investigation, (2) performing engineering evaluations and analysis, and (3) preparing a geotechnical engineering study report for the design criteria package. Details of our scope of work are provided in the following sections.

#### *Field Investigation*

The proposed scope of work for the geotechnical field investigation includes drilling five (5) Standard Penetration Test (SPT) soil borings, to an estimated depth of 80 feet each, throughout the proposed multi-level parking garage footprint. The test borings will be drilled at locations accessible to a standard truck-mounted drill rig. The borings will be drilled using mud rotary drilling techniques. Standard Penetration Tests (SPT) will be typically done continuously in the upper 10 feet of each boring and at 5 feet intervals thereafter. Additional continuous SPT sampling may be performed at other depths to verify specific subsurface conditions. The SPT provides index values (N-values) from which the density and compressibility of the subsurface layers can be inferred. They also provide samples of the subsurface materials for visual classification and laboratory index property testing. Groundwater levels will be measured and recorded at each boring at the time of drilling. Upon completion, the boreholes will be backfilled with the cuttings and their surface patched with asphalt or concrete.

In addition, two percolation tests will be performed in boreholes drilled to a depth of 10 feet, in accordance with the Usual Condition Constant Head Test Methods, as specified by the South Florida Water Management District (SFWMD). The percolation tests will be performed at locations coordinated with the civil engineer. The resultant percolation or exfiltration rate ("k" value) determined by the field testing is used by the civil engineer to evaluate the length of exfiltration trench in stormwater drainage design.

All subsurface investigation work will be done by a specialty drilling contractor and performed under the **full-time engineering observation and monitoring** of one of our qualified geotechnical engineers. Our engineer will layout the borings, confirm that the drilling is performed in accordance with the ASTM standards, and examine and log the soil and rock samples obtained from the borings.

Langan will locate all borings in the field and contact the Sunshine State One Call service for utility clearance. Ground elevations at the borings will be interpreted based on available topographic information. The actual drilling of the borings will be performed by our specialty-drilling subcontractor. Langan requests all available utility drawings be provided to us prior to mobilization of the drill rig. Langan cannot be held liable for damage to underground utilities, which are not shown on the available drawings or properly marked, in the field. To m

the potential for utility impact, a specialty utility locating company will be subcontracted to verify that the proposed test locations are free and clear of private underground utilities and obstructions. In addition, the hand augering at the test locations will be attempted in the upper 3 to 5 ft.

We have presumed standard geotechnical drilling activities for the purposes of this proposal and have not included any contingencies to drill through or sample environmentally-impacted subsurface materials. In the event that noticeably, environmentally impacted subsurface materials are detected, we will inform you and discuss costs and protocols for proceeding with the work.

This proposal is based on the assumption that the field work can be performed during normal work hours and workdays. We presume representatives from the City of Ft. Lauderdale will assist us in coordinating the field work with the current property manager. We will take reasonable and prudent efforts to establish and maintain a safe work area. We will direct the subcontract drilling company to use appropriate care in its operations, as usual.

#### *Foundation Evaluations, Recommendations and Report*

We will review the available aerial photographs in order to obtain a better historical understanding of the project site. The information obtained will be beneficial in determining what type of structures previously occupied the vacant site and what effects the previous structures may have on the proposed development. We will also review available subsurface information and geotechnical approaches for nearby projects. This information will be beneficial in developing technically feasible and cost-effective foundation recommendations for the proposed development. If drawings of neighboring buildings are made available to us, we will review them to develop our recommendations.

The engineering data obtained during the subsurface investigation will be used to determine and evaluate adequate, feasible, and cost-effective foundation support alternatives for the proposed multi-level parking garage. We will provide recommendations suitable for a geotechnical design criteria package including preliminary recommendations for alternative foundation support approaches, support of ground floor slabs and utilities, soil backfill requirements, and other site preparation requirements. We will present the results of our subsurface investigations, analyses and evaluations, foundation recommendations and design criteria in a geotechnical report.

#### Environmental Engineering - Phase I Environmental Site Assessment

We will complete the Phase I ESA using the guidelines of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21), and the United States Environmental Protection Agency's (US EPA's) All Appropriate Inquiries (AAI) Rule (40 CFR Part 312). The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed herein, recognized environmental conditions (RECs) in connection with the subject property. The Phase I ESA will include reviewing physical setting resources, government records and historical records; completing a site reconnaissance; interviewing owners/operators/occupants of the subject property; and evaluating the information obtained. We will provide the findings, opinions, and conclusions of the Phase I ESA in a report signed by an environmental professional.



The detailed scope of services for the Phase I ESA is provided in Attachment A.

#### *Excluded Non-ASTM Considerations*

Considerations outside of the scope of ASTM E1527-21 are excluded from this Phase I ESA unless specifically requested by the Client and listed above. Such non-scope considerations include, but are not limited to: asbestos-containing building materials (unrelated to releases into the environment); biological agents; cultural and historical resources; ecological resources; endangered species; health and safety; indoor air quality (unrelated to releases of hazardous substances or petroleum products into the environment); industrial hygiene; lead-based paint (unrelated to releases into the environment); lead-in-drinking water; mold or microbial growth conditions; polychlorinated biphenyl (PCB)-containing building materials (for example, fluorescent light ballasts, paint, and caulk); naturally occurring radon; regulatory compliance; substances not defined as hazardous substances (including some substances sometimes generally referred to as emerging contaminants, e.g. PFAS); and wetlands.

#### *Third-Party Reliance*

The Phase I ESA will name the Client as the sole user and intended beneficiary of the Phase I ESA. If an additional party requires reliance on the Phase I ESA, the Client must submit a written request for a reliance letter to Langan. Langan will prepare our standard reliance letter for a lump sum fee. If the relying party requires revisions to Langan's standard reliance letter, additional fees may apply.

#### *Client-Provided Information*

We assume that the names and contact information for current and prior owners, operators, and occupants of the subject property will be provided by Client, if available. We request that the following information be provided to Langan upon authorization to proceed:

- A completed User Questionnaire (Attachment B)
- The findings of tasks defined as user responsibilities (e.g. title search, environmental lien search, etc.)
- Pertinent documents as described in Attachment A, Task 2
- All previous environmental reports (e.g., previous Phase I ESA reports)

#### *Phase I ESA Assumptions*

Langan assumes that:

- Subject property size and operations are consistent with the description provided above.
- Langan will submit Freedom of Information Act (FOIA) requests at our discretion. In-person agency records reviews are excluded, and we assume records will be available online for review.
- Langan will not complete tasks that are defined as a user responsibility unless specifically requested by Client. Such tasks include searches for land titles records back to 1980, environmental liens, and activity and use limitations (AULs). If Client requests that Langan complete user responsibilities, additional fees will apply.

- Client will provide or facilitate obtaining previous environmental reports and relevant environmental and regulatory documents for Langan's review prior to the site reconnaissance. This proposal assumes that no more than three previous reports are available for the subject property. If a more extensive prior report review is required, additional fees may apply and the review will not be completed until authorized by the Client in writing.
- Langan will coordinate the site reconnaissance with a knowledgeable individual who will accompany Langan (if required) and provide free, clear and continual access to the subject property during the site reconnaissance. Knowledgeable representative(s) will be made available by the Client for interviews with Langan either during the site reconnaissance or by telephone.
- The site reconnaissance will not exceed one day, including travel time from the nearest Langan office.
- Client will provide one round of comments/ proposed revisions to the draft report; addressing comments will not require more than one hour.
- Deliverables will consist of a draft and a final Phase I ESA provided in electronic format;
- Langan will participate in one call with Client not to exceed 30 minutes to discuss report findings and conclusions; and
- The report will not include recommendations. If the Client requests written recommendations, we will provide them in a separate memorandum for an additional fee.

## **Task 2: Design Criteria Package**

Langan will assist in the preparation of the design criteria package. We will provide the following:

- Coordination with the team and City, as to the methodology, procedures, format and other specifics that the DCP shall contain.
- Final civil engineering design criteria for the project to be utilized by the design build firms to bid the project.
- Provide civil engineering performance specifications.
- Prepare the civil engineering portion of the basis of design intent document.
- Draft the geotechnical sections of the design criteria for inclusion into the Design Criteria Package.
- Provide environmental recommendations of the design criteria for inclusion into the Design Criteria Package.
- Attend bi-weekly meeting with City staff (duration 16 weeks)



## FEE SCHEDULE

Task 1	Concept Phase	\$56,000
Task 2	Design Criteria Package	\$28,000
<b>TOTAL</b>		<b>\$84,000</b>

## PROJECT SCHEDULE

The project schedule is as follows:

Completion of Task 1 – Concept Design: 8 weeks from NTP

Completion of Task 2 – Design Criteria Package: 16 weeks from NTP

## CONDITIONS AND EXCLUSIONS

This proposal assumes that access to the site is not restricted for our field work or review of the site conditions and your authorization of our proposal grants us access to the site. Any deviation from the scope of work outlined in this proposal due to issues that arise after meetings with the City or Agencies Having Jurisdiction (AHU) will be brought to your attention and a supplemental scope of service for your review and approval will be provided.

This proposal assumes that the architect will prepare the project site plan and that Langan will receive a dimensioned and annotated site plan (in CADD) ready to be engineered.

This proposal does not include recording of easements, platting, surveying services, traffic engineering studies, site lighting design, design/relocation of electric-communications facilities, landscape and street lighting designs, structural design, retaining wall design and design of a dewatering system or preparation of a reasonable assurance report.

Design of off-site utility improvements, water main extensions, and sanitary sewer extensions is not included in this proposal. If off-site water and sewer system improvements are identified after meetings with AHUs we will provide you with a supplemental scope of service for your review and approval.

Off-site roadway improvements and or traffic signal design are not included in this scope of services. If it is determined, after meetings with AHUs, that off-site roadway improvements and or traffic signal design are required we will provide you with a supplemental scope of service for your review and approval.

Langan does not guarantee the acquisition of permits because many factors are outside of our control.

11 October 2023

Page 7 of 8

*Proposal for Design Criteria Professional Services  
Design Criteria Package – Federal Courthouse Parking Garage  
SE 3rd Avenue and SE 11th Street, Fort Lauderdale, Florida  
Langan Project No. 330130300*

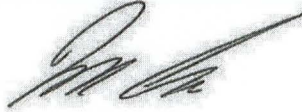
---

## **CLOSURE**

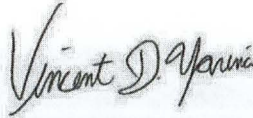
Thank you for the opportunity to submit this proposal and look forward to working with you on this project. If this proposal is acceptable to you, please sign below as your formal authorization to proceed and return a copy to us for our files. If you have questions, please call us at (954) 320-2100.

Sincerely,

**Langan Engineering and Environmental Services, Inc.**



Michael Carr, PE, LEED AP  
Associate



Vincent D. Yarina, P.G., CEM  
Principal / Vice President

cc: Roger Archabal P.E., Candace Chin Fatt / Langan

Enclosures: Attachment A Scope Details  
Attachment B User  
Questionnaire



Proposal for Design Criteria Professional Services  
Design Criteria Package – Federal Courthouse Parking Garage  
SE 3rd Avenue and SE 11th Street, Fort Lauderdale, Florida  
Langan Project No. 330130300

11 October 2023  
Page 8 of 8

#### **AUTHORIZATION**

Receipt of this Proposal, including the and General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

**PURSUANT TO FLORIDA STATUTE ANN. § 558.0035, AN  
INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY  
NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Christian R. Luz, P.E., AICP  
Associate Vice President  
DESMAN  
100 SE 3rd Avenue, 10th Floor  
Fort Lauderdale, FL 33394

**Re: Langan Engineering and Environmental Services, Inc.  
11 October 2023 Proposal for Design Criteria Professional Services  
Design Criteria Package – Federal Courthouse Parking Garage (Project)  
SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street, Fort Lauderdale, Florida  
Langan Project Number: 330130300**

**Company:** \_\_\_\_\_ ("Client")

**By/Title:** \_\_\_\_\_  
(Authorized representative)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\\langan.com\data\FTL\data3\330130301\Management\Proposals\2023-10-11 Langan Proposal.docx

## Attachment A Scope Details



## ATTACHMENT A

### ASTM E1527-21 Scope Details

Langan will complete a Phase I Environmental Assessment (ESA) using the guidelines of the ASTM International Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process (ASTM E1527-21). The Phase I ESA will be completed for the "subject property" as defined in the proposal. Client (or user) acknowledges one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability is completing an environmental site assessment consistent with all appropriate inquiries (AAI) pursuant to 40 Code of Federal Regulations (CFR) Part 312 (AAI Standard).

### SCOPE OF SERVICES

The objective of the Phase I ESA is to attempt to identify recognized environmental conditions (REC). A REC is defined as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. Langan will seek to gather reasonably ascertainable information regarding the subject property through records review, a site reconnaissance and interviews. Information obtained during completion of the tasks described below will be used in concert to identify findings, formulate opinions and make conclusions regarding RECs for the subject property. The tasks included in our scope of services are described in detail below.

#### 1. User-Provided Information

The AAI rule requires that:

- The user complete certain tasks and inquiries required by ASTM E1527-21. The user should report the findings of such tasks and inquiries to the environmental professional completing the Phase I ESA. Langan will state in the Phase I ESA report whether or not the information was shared.
- In addition to satisfying the AAI rule, the user must comply with certain continuing post-acquisition obligations to satisfy the CERCLA liability defenses. These post-acquisition obligations include, among other things, taking reasonable steps to stop any continuing releases, prevent any threatened future releases, and prevent or limit human, environmental or natural resource exposure to any hazardous substance released on or from the subject property.

ASTM E1527-21 describes the responsibilities of the user. Langan presumes the Client will complete these tasks and share relevant findings with Langan.

Upon authorization to proceed, Langan will contact the user regarding:

- Reason for conducting the Phase I ESA;
- Whether there are environmental cleanup liens against the subject property;
- The user's specialized knowledge of the subject property and adjoining properties or any other relevant expertise of the user;
- The relationship of the purchase price to the market value of the subject property;
- Commonly known or reasonably ascertainable information about the subject property; and

- The degree of obviousness of the presence or likely presence of contamination and the ability to detect the contamination by conducting appropriate investigation.

The AAI Standard defines this information as the "additional inquiries." Some of these inquiries, e.g., commonly known information and obviousness of contamination must be performed by both user and Langan. Langan will not complete additional inquiries that are defined as user responsibilities in Section 6 of ASTM E1527-21 unless specifically requested by the Client in writing. If Client requests that Langan complete user responsibilities (e.g. title search), additional fees will apply. Langan will request and review information gathered by the Client during completion of the user responsibilities. Langan will also review previous environmental reports provided by the user.

## 2. Pre-Reconnaissance Preparations

Langan will contact the representative for the subject property, as designated by the Client, to schedule the site reconnaissance and to discuss general conditions, operations, and any previously identified areas of environmental concern prior to the site reconnaissance.

As part of this Phase I ESA, Langan requests information from the Client pertaining to the following: prior environmental reports; previous environmental assessments; subject property plans, drawings, and building layouts; ages and construction details of subject property building(s); regulatory permits; registrations and licenses; underground and aboveground storage tanks, tank closure reports; monitoring data; recent regulatory agency visit records, inspections and correspondence; solid and hazardous waste manifests; annual hazardous waste generation reports; draft or final consent orders; notices of violation; and other pertinent documents.

## 3. Site Reconnaissance

Langan will conduct a site reconnaissance for the subject property to collect information and make observations assist in the identification of potential RECs in connection with the subject property. The site reconnaissance will be completed by an environmental professional or an individual working under the environmental professional. The person completing the site reconnaissance will complete a visual survey of the interior and exterior areas of the subject property and surrounding properties (to the extent possible from the subject property or public right-of-ways). The visual survey will attempt to identify the features, activities, uses and conditions specified in Section 9.4 of ASTM E1527-21 (e.g. current use of the Site, current use of the adjoining properties, roads, water supply, hazardous substances, petroleum products, storage tanks, odors, and stressed vegetation). Langan assumes that a knowledgeable key site manager will be made available to accompany Langan during the site reconnaissance and provide free, clear and continuous access to all areas of the subject property.

Langan will document the methods of the site reconnaissance and any limitations to the site reconnaissance may be considered data gaps under AAI.

## 4. Interviews

Langan assumes that prior to the site reconnaissance, the Client will provide contact information for a person with good knowledge of the uses and physical characteristics of the subject property (i.e. the key site manager). Langan will interview the key site manager during the site reconnaissance or by telephone if the key site manager cannot accommodate attending the site reconnaissance. Langan will also make reasonable attempts to interview current and past owners, operators and occupants of the subject property who are likely to have information regarding the potential for contamination at the subject property to the extent that contact information for such individuals is provided to Langan by the Client or the user.



Langan will attempt to contact a representative of the state or local fire department and at least one other agency (health agency, agency with jurisdiction over hazardous waste disposal or other environmental matters and agencies responsible for issuance of building permits or groundwater use permits). Langan will complete the interviews by phone or email with a questionnaire. In-person interviews are not included in this scope of services, unless conducted during the site reconnaissance, and additional fees may apply if in-person interviews are deemed necessary.

#### 5. Government Records Review

Langan will review an environmental database search report obtained through a third-party vendor. The database report will include standard physical setting sources as defined in ASTM E1527-21 Section 8.2.1 and a search of standard government environmental record sources within the approximate minimum search distances established in ASTM E1527-21 Table 2. If the subject property or adjoining properties are identified in the database search, Langan will evaluate the listings to determine whether additional agency file or record review may be required to conclude if the listings represent a REC for the subject property. If so, Langan will complete the additional reviews. If the agency files/records are not reasonably ascertainable within the established schedule for the project, the report may identify data gaps.

#### 6. Review Of Historical Sources of Information

Langan will obtain standard historical information sources including aerial photographs, fire insurance maps, local street directories, and topographic maps from a third-party vendor. Langan will review building department records, property tax files and zoning/land use records, to the extent that such records are reasonably ascertainable online. Other reasonably ascertainable historical resources may be consulted if deemed useful. Langan will attempt to document obvious uses of the subject property in approximately five-year intervals to the first developed use of the subject property or 1940, whichever is earlier. Uses of the adjoining properties will also be identified from review of aerial photographs, fire insurance maps, local street directories and topographic maps to the extent that these sources were reviewed for the subject property and are likely to be useful in satisfying the objective of identifying RECs for the subject property. Uses of the surrounding properties will also be evaluated and discussed to the extent that information about the surrounding properties is relevant and reasonably ascertainable.

#### 7. Reporting

Langan will prepare a Phase I ESA report that will present our findings, opinions and conclusions as to the presence of recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, de minimis conditions, and significant data gaps at the subject property. The report will not present potential concerns that are not classified as one of the aforementioned, but could affect the Client's planned use of the subject property (i.e. business environmental risk) unless evaluation of specific non-scope considerations is explicitly requested by the Client in writing. The report will meet the reporting requirements outlined in ASTM E1527-21 Section 12, and will include a site plan and photographs documenting RECs and de minimis conditions. Langan will provide draft and final reports in electronic, .pdf format.

The report excludes any recommendations. Written recommendations may be provided in a separate memorandum for an additional fee if requested by the Client.

## Attachment B User Questionnaire



## ASTM E1527-21 User Questionnaire

*Please complete the below form and return to Langan.*

Providing the following information (if available) to the environmental professional (Langan) is one of the requirements to qualify for one of the Landowner Liability Protections (LLP) offered under CERCLA. Missing or incomplete information for questions 1 through 6 could result in a determination that "all appropriate inquiry" is not complete. Additional information should be provided for "Yes" answers where relevant.

### General Information

User/Client Names: \_\_\_\_\_

Reason for the Phase I ESA: \_\_\_\_\_

Type of property: \_\_\_\_\_

Type of property transaction (e.g. sale, purchase, exchange): \_\_\_\_\_

Subject property address (provide documentation of subject property boundary): \_\_\_\_\_

Site Contact and Contact Information: \_\_\_\_\_

Relying Party(ies): \_\_\_\_\_

### Required Information

#### (1.) Environmental liens that are filed or recorded against the subject property (40 CFR 312.25).

Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the subject property under federal, tribal, state or local law? Yes No

#### (2.) Activity and use limitations that are in place on the subject property or that have been filed or recorded against the subject property (40 CFR 312.26(a)(1)(v) and (vi)).

Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state or local law? Yes No

#### (3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? Yes No

**(4.) Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for this subject property reasonably reflect the fair market value of the subject property? **Yes No**

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property? **Yes No**

**(5.) Commonly known or reasonably ascertainable information about the subject property (40 CFR 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? **Yes No**

For example,

(a.) Do you know the past uses of the subject property? **Yes No**

(b.) Do you know of specific chemicals that are present or once were present at the subject property? **Yes No**

(c.) Do you know of spills or other chemical releases that have taken place at the subject property? **Yes No**

(d.) Do you know of any environmental cleanups that have taken place at the subject property? **Yes No**

**(6.) The degree of obviousness of the presence or likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**

Based on your knowledge and experience related to the subject property, are there any obvious indicators that point to the presence or likely presence of releases at the subject property? **Yes No**

Do you have knowledge or experience with the subject property that may be pertinent to the environmental professional (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the property and its environmental condition)? **Yes No**

**Signature**

It is understood that the information presented in this form is an integral part of the Phase I ESA process and that Langan will evaluate and rely on this information in the development of the final Phase I ESA report.

Completed By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_



Title: \_\_\_\_\_

Company: \_\_\_\_\_

Relationship to Client/user: \_\_\_\_\_

Date: \_\_\_\_\_



## Proposed Services Fee Estimate

City of Fort Lauderdale  
 Design Criteria Package – Federal Courthouse Parking Garage  
 Proposal for Cost Estimating & Scheduling  
 October 13, 2023

Functional Title	Estimating Manager		Lead Estimator - Arch & Civil		Sr. Estimator - Mech/Pumb/Fire		Sr. Estimator - Electrical		TOTAL	
Personnel Name	Julio Lostao, PE, CEP		Antonio Cordero, PE		Robert Pywell		William Chow, CEP			
Billing Rate	\$200.00		\$178.00		\$150.00		\$150.00			
Task/Work Activity	Hrs	Cost/ Activity	Hrs	Cost/ Activity	Hrs	Cost/ Activity	Hrs	Cost/ Activity	Hours	Cost/ Activity
1) Rough Order of Magnitude	16	\$ 3,200	24	\$ 4,272	4	\$ 600	8	\$ 1,200	52	\$ 9,272
Façade Treatment 1 OPCC	2	\$ 400	4	\$ 712		\$ -		\$ -	6	\$ 1,112
Façade Treatment 2 OPCC	2	\$ 400	4	\$ 712		\$ -		\$ -	6	\$ 1,112
Façade Treatment 3 OPCC	2	\$ 400	4	\$ 712		\$ -		\$ -	6	\$ 1,112
2) Draft DCP 30% OPCC	16	\$ 3,200	40	\$ 7,120	8	\$ 1,200	16	\$ 2,400	80	\$ 13,920
TOTAL LABOR	38	\$ 7,600	76	\$ 13,528	12	\$ 1,800	24	\$ 3,600	150	\$ 26,528
Other Allowance										\$ -
Reimbursables Allowance										\$ -
TOTAL PROPOSED FEE										\$ 26,528





October 13, 2023

Mr. Christian Luz, P.E.  
Desman  
100 SE 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, FL 33394

**Re: City of Fort Lauderdale – Federal Courthouse Parking Garage  
Boundary and Topographic Survey for Design Purposes**

Dear Christian:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

#### **SCOPE OF SERVICES**

##### **I. HORIZONTAL PROJECT NETWORK CONTROL**

The survey will be oriented to Broward County horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Broward County Survey Department.

##### **II. VERTICAL PROJECT NETWORK CONTROL**

A level run will be performed onsite using the existing Broward County benchmarks (NAVD 1988). At least two benchmarks will be set onsite.

##### **III. BOUNDARY TIES AND MONUMENTATION**

We will search for and tie in any existing boundary corners. These will be added to the drawing and will aid in controlling the survey. We will set a monument at all corners of the boundary, where missing, as required by law. We will then prepare a boundary survey in accordance with the Standards of Practice in Rule 5J-17.050 – 0.53, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. We will review any title work supplied by you. The boundary survey will be for the area in red and not the entire courthouse site.

##### **IV. TIE IN IMPROVEMENTS AND CROSS SECTIONS**

A complete topographic survey will be done at the site tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, lakes, canals and drainage structures. We will obtain elevations on the site on an approximate 50' grid. We will locate sufficient points to give an accurate representation of the lay of the land. Approximate limits of the survey are shown outlined in red on Attachment 'B'. No soundings are proposed.

CAM #24-0970  
Exhibit 2  
Page 69 of 88

Luz  
October 13, 2023  
Page 2

#### V. AS-BUILT

We will attempt to get as-built information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

#### VI. UNDERGROUND UTILITIES

We will scan within the area outlined in red on Attachment 'B' and designate the underground utilities that service the site. We will then locate the designates and add them to the survey. No test holes are proposed.

#### VII. TREE SURVEY

We will locate and tag native trees 4 inches in diameter or larger. Trees will be measured at breast height, and palms will be measured at clear trunk height. Hedges and ground cover will not be located or shown on the survey. Exotic trees such as Melaleuca, Brazilian pepper and Australian pine will not be located or shown on the survey. We will identify the various types of trees located on this site based on common knowledge of tree species. A qualified landscape architect should be employed for positive identification of tree species. We will then produce a drawing showing all the trees located. We will provide you with signed and sealed hard copies and an AutoCAD file of the trees located.

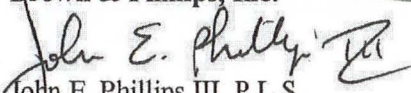
#### VIII. LEGAL DESCRIPTION AND SKETCH

We will prepare a legal description and sketch for the lift station easement, as required. The sketch will be based on record ownership data and record plats provided by Broward County. The sketch will be consistent with the requirements of Broward County and Florida Standards of Practice. We have estimated one (1) parcel for this project at \$600.00 each totaling \$600.00.

#### IX. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Desman with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for a not-to-exceed fee of **\$13,231.00** (\$12,631.00 for the survey and \$600.00 for the legal description and sketch) **plus optional utility targeting services \$3,295.50** (\$2,000.00 for scanning and designating the utilities and \$1,295.50 to field locate and add the underground lines to the survey), see Attachment 'A' for an hourly breakdown, for a **total fee of \$16,526.50**. Any additional work will be done on an hourly basis as approved by you. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.

  
John E. Phillips III, P.L.S.  
Principal

Attachment

This Proposal accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_

Desman

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CAM #24-0970  
Exhibit 2  
Page 70 of 88





# BROWN & PHILLIPS, Inc.

PROFESSIONAL SURVEYING SERVICES

CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE - FEDERAL COURTHOUSE PARKING GARAGE  
RFQ EVENT #122 / PROJECT #12687

## ATTACHMENT 'A' (1 of 2)

### City of Fort Lauderdale – Federal Courthouse Parking Garage Design

Type of Survey: Boundary and Topographic

Date: October 13, 2023

TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				2	
Horizontal Project Network Control	4		12	1	Review title package. Set control points, work up R/W
Vertical Project Network Control	6		2	1	Establish onsite benchmarks
Section/Boundary Ties	4		1		Find and locate existing monumentation
Boundary Monumentation	3		1		Set property corners
Tie In Improvements and Cross Sections	24		4	1	All above ground features, 50' cross sections & spot elevs.
As-builts	3		1	1	Obtain as-built data
Trees	4				Locate trees over 3" in diameter (not exotics) number and label
Drawing		12	5	3	Prepare boundary and topographic survey
Total Hours:	48	12	26	9	
Rate/Hour	\$150.00	\$98.00	\$110.00	\$155.00	
Subtotal:	\$7,200.00	\$1,176.00	\$2,860.00	\$1,395.00	
Total Labor Cost:					\$12,631.00

#### Other Direct Costs:

Legal Description & Sketch

quantity	unit	cost/unit	total
1	each	\$600.00	\$600.00

Total Other Direct Costs:

\$600.00

Subtotal for Basic Services:

\$13,231.00

CAM #24-0970  
Exhibit 2  
Page 71 of 88



**BROWN & PHILLIPS, Inc.**  
PROFESSIONAL SURVEYING SERVICES

CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE - FEDERAL COURTHOUSE PARKING GARAGE  
RFQ EVENT #122 / PROJECT #12687

**ATTACHMENT 'A' (2 of 2)**

**City of Fort Lauderdale – Federal Courthouse Parking Garage Design**

TASK - Optional Services Underground Utilities	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Underground Utilities	6	1	2	0.5	Field locate flagged utilities
Total Hours:	6	1	2	0.5	
Rate/Hour	\$150.00	\$98.00	\$110.00	\$155.00	
Subtotal:	\$900.00	\$98.00	\$220.00	\$77.50	
Total Labor Cost:					\$1,295.50

<u>Optional Services:</u>	<u>quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>total</u>	
Utility Targeting	1	day	\$2,000.00	\$2,000.00	
Total Other Direct Costs:					\$2,000.00
Subtotal for Optional Services:					\$3,295.50
TOTAL PRICE					\$16,526.50

CAM #24-0970  
Exhibit 2  
Page 72 of 88



Attachment 'B'

CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE - FEDERAL COURTHOUSE PARKING GARAGE  
REQUEST #122 / PROJECT #2887



**CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE  
FEDERAL COURTHOUSE PARKING GARAGE  
RFQ EVENT #122  
PROJECT #12687**

**CONTRACT EXHIBIT B – PRICE SUMMARY**

**Submitted by:**

**DESMAN Inc.  
100 SE 3<sup>rd</sup> AVENUE, 10<sup>TH</sup> FLOOR  
FORT LAUDERDALE, FL 33394**

**Christian Luz, AICP, PE  
cluz@desman.com  
305-900-8199 cell  
954-526-6464 x-080 direct**



## City of Fort Lauderdale - Federal Courthouse Garage DCP

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

### DESMAN Inc. TEAM SUMMARY

FEE								
Scope/Task	DESMAN	Wolfberg Alvarez	Brooks + Scarpa	Feller Engineering	Langan	Program Controls Inc.	Brown & Phillips	Total
Task 1 Preliminary Design	\$78,680	\$29,140	\$16,798	\$10,990	\$51,744	\$11,684	\$11,113	\$210,149
Task 2 - DCP	\$71,160	\$10,440	\$2,000	\$14,030	\$27,945	\$13,076	\$1,200	\$139,851
<b>TOTAL</b>	<b>\$149,840</b>	<b>\$39,580</b>	<b>\$18,798</b>	<b>\$25,020</b>	<b>\$79,689</b>	<b>\$24,760</b>	<b>\$12,313</b>	<b>\$350,000</b>

HOURS								
Scope/Task	DESMAN	Wolfberg Alvarez	Brooks + Scarpa	Feller Engineering	Langan	Program Controls Inc.	Brown & Phillips	Total
Task 1 Preliminary Design	404	160	89	54	233	64	84	1,088
Task 2 - DCP	386	56	9	70	162	76	8	767
<b>TOTAL</b>	<b>790</b>	<b>216</b>	<b>98</b>	<b>124</b>	<b>395</b>	<b>140</b>	<b>92</b>	<b>1,855</b>

### Task 3 - Award Bid & Assist - Time & Materials Not-to-Exceed \$20,000 (approximately 100 hours)

#### REIMBURSABLE EXPENSES

Langan	
1. subcontracted drilling contractor to drill test borings and geotechnical laboratory testing of soil and rock samples.....	\$12,000
2. vendor charge for ordering and obtaining environmental regulatory database information and also obtaining historical records (Aerial photos, topo maps, fire insurance maps and city directories).....	\$574
<b>Total</b>	<b>\$12,574</b>

# City of Fort Lauderdale - Federal Courthouse Garage DCP

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

DESMAN Inc.

Scope of Services: Project Management, Programming, Parking Consulting, Structural Engineering

Design Criteria Professional	Approved Hourly Rate	TASK 1 Preliminary Design						TASK 2 Design Criteria Package						TOTAL	
		Task 1		Task 1 Mtg		Task 1 Mtgs		Task 2		Task 2 Mtgs		Task 2		Total	
		Hours	Task 1 Fee	Hrs	Fee	Hours	Task 1 Fee	Hours	Task 2 Fee	Mtgs	Fee	Hours	Task 2 Fee	Hours	Total Fee
Principal-in-Charge	\$260.00	40	\$10,400.00	32	\$8,320.00	72	\$18,720	46	\$11,960.00	16	\$4,160.00	62	\$16,120	134	\$34,840.00
Project Manager	\$210.00	72	\$15,120.00	48	\$10,080.00	120	\$25,200	80	\$16,800.00	16	\$3,360.00	96	\$20,160	216	\$45,360.00
Sr. Engr./Arch./Planner	\$200.00	48	\$9,600.00	32	\$6,400.00	80	\$16,000	68	\$13,600.00	16	\$3,200.00	84	\$16,800	164	\$32,800.00
Engr./Arch./Planner	\$160.00	36	\$5,760.00	0	\$0.00	36	\$5,760	48	\$7,680.00	0	\$0.00	48	\$7,680	84	\$13,440.00
Revit/Designer	\$170.00	48	\$8,160.00	0	\$0.00	48	\$8,160	32	\$5,440.00	0	\$0.00	32	\$5,440	80	\$13,600.00
CAD Operator	\$115.00	24	\$2,760.00	0	\$0.00	24	\$2,760	16	\$1,840.00	0	\$0.00	16	\$1,840	40	\$4,600.00
Technician	\$130.00	8	\$1,040.00	0	\$0.00	8	\$1,040	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,040.00
Data Collector	\$70.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Clerical/Administrative	\$65.00	8	\$520.00	8	\$520.00	16	\$1,040	24	\$1,560.00	24	\$1,560.00	48	\$3,120	64	\$4,160.00
		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>TASK TOTAL</b>		<b>284</b>	<b>\$53,360.00</b>	<b>120</b>	<b>\$25,320.00</b>	<b>404</b>	<b>\$78,680</b>	<b>314</b>	<b>\$58,880.00</b>	<b>72</b>	<b>\$12,280.00</b>	<b>386</b>	<b>\$71,160</b>	<b>790</b>	<b>\$149,840.00</b>

DESMAN Inc.

TOTAL FEE \$149,840.00

TOTAL HOURS 790



# City of Fort Lauderdale - Federal Courthouse Garage DCP

**Wolfberg Alvarez Architects**

Scope of Services: Architecture

City of Fort Lauderdale  
 Design Criteria Package - Federal Courthouse Parking Garage  
 RFQ Event #122  
 Project #12687

Design Criteria Professional	Approved Hourly Rate	TASK 1						TASK 2						TOTAL	
		Preliminary Design						Design Criteria Package						Total	
		Task 1 Hours	Task 1 Fee	Task 1 Mtg Hrs	Task 1 Fee	Task 1 Hours	Task 1 Fee	Task 2 Hours	Task 2 Fee	Task 2 Mtgs	Task 2 Fee	Task 2 Hours	Task 2 Fee	Total Hours	Total Fee
Principal-in-Charge	\$265.00	4	\$1,060.00	4	\$1,060.00	8	\$ 2,120	4	\$1,060.00	0	\$0.00	4	\$ 1,060	12	\$3,180.00
Project Manager	\$210.00	8	\$1,680.00	4	\$840.00	12	\$ 2,520	6	\$1,260.00	2	\$420.00	8	\$ 1,680	20	\$4,200.00
Engr./Arch./Planner	\$175.00	132	\$23,100.00	8	\$1,400.00	140	\$ 24,500	40	\$7,000.00	4	\$700.00	44	\$ 7,700	184	\$32,200.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
<b>TASK TOTAL</b>		144	\$25,840.00	16	\$3,300.00	160	\$ 29,140	50	\$9,320.00	6	\$1,120.00	56	\$ 10,440	216	\$39,580.00
Wolfberg Alvarez Architects															
TOTAL FEE		\$39,580.00													
TOTAL HOURS		216													

# City of Fort Lauderdale - Federal Courthouse Garage DCP

Brooks+Scarpa

Scope of Services: Landscape Architecture/Sustainability

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

Design Criteria Professional	Approved Hourly Rate	TASK 1 Preliminary Design						TASK 2 Design Criteria Package						TOTAL	
		Task 1		Task 1		Task 1		Task 2		Task 2		Task 2		Total	
		Hours	Task 1 Fee	Mtg Hrs	Task 1 Fee	Hours	Task 1 Fee	Hours	Task 2 Fee	Mtgs	Task 2 Fee	Hours	Task 2 Fee	Hours	Total Fee
Principal Architect	\$250.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Principal Landscape Architect	\$250.00	16	\$4,000.00	4	\$1,000.00	20	\$ 5,000	1	\$250.00	0	\$0.00	1	\$ 250	21	\$5,250.00
Senior Project Manager	\$213.00	16	\$3,408.00	8	\$1,704.00	24	\$ 5,112	8	\$1,750.00	0	\$0.00	8	\$ 1,750	32	\$6,816.00
Senior Designer	\$150.00	32	\$4,800.00	0	\$0.00	32	\$ 4,800	0	\$0.00	0	\$0.00	0	\$ -	32	\$4,800.00
Project Manager/BIM	\$185.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Project Manager/BIM	\$175.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Project Architect	\$175.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Project Landscape Architect	\$175.00	6	\$1,050.00	0	\$0.00	6	\$ 1,050	0	\$0.00	0	\$0.00	0	\$ -	6	\$1,050.00
Project Designer	\$155.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Arch/Landscape Arch/Draftsperson	\$145.00	3	\$436.00	0	\$0.00	3	\$ 436	0	\$0.00	0	\$0.00	0	\$ -	3	\$435.00
Designer	\$120.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Office Manager/Staff	\$100.00	4	\$400.00	0	\$0.00	4	\$ 400	0	\$0.00	0	\$0.00	0	\$ -	4	\$400.00
Intern	\$65.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
<b>TASK TOTAL</b>		<b>77</b>	<b>\$14,094.00</b>	<b>12</b>	<b>\$2,704.00</b>	<b>89</b>	<b>\$ 16,798</b>	<b>9</b>	<b>\$2,000.00</b>	<b>0</b>	<b>\$0.00</b>	<b>9</b>	<b>\$ 2,000</b>	<b>98</b>	<b>\$18,751.00</b>
<b>Brooks+Scarpa</b>															
<b>TOTAL FEE</b>	<b>\$18,751.00</b>														
<b>TOTAL HOURS</b>	<b>98</b>														



# City of Fort Lauderdale - Federal Courthouse Garage DCP

Feller Engineering

Scope of Services: MEP/FP

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

Design Criteria Professional	Approved Hourly Rate	TASK 1						TASK 2						TOTAL	
		Preliminary Design						Design Criteria Package						Total	
		Task 1 Hours	Task 1 Fee	Task 1 Mtg Hrs	Task 1 Fee	Task 1 Hours	Task 1 Fee	Task 2 Hours	Task 2 Fee	Task 2 Mtgs	Task 2 Fee	Task 2 Hours	Task 2 Fee	Total Hours	Total Fee
Principal-in-Charge	\$265.00	6	\$1,590.00	0	\$0.00	6	\$ 1,590	7	\$1,855.00	0	\$0.00	7	\$ 1,855	13	\$3,445.00
Project Manager	\$210.00	12	\$2,520.00	4	\$840.00	16	\$ 3,360	20	\$4,200.00	2	\$420.00	22	\$ 4,620	38	\$7,980.00
Engr./Arch./Planner	\$195.00	18	\$3,510.00	4	\$780.00	22	\$ 4,290	17	\$3,315.00	2	\$390.00	19	\$ 3,705	41	\$7,995.00
Designer	\$175.00	8	\$1,400.00	2	\$350.00	10	\$ 1,750	22	\$3,850.00	0	\$0.00	22	\$ 3,850	32	\$5,600.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
<b>TASK TOTAL</b>		<b>44</b>	<b>\$9,020.00</b>	<b>10</b>	<b>\$1,970.00</b>	<b>54</b>	<b>\$ 10,990</b>	<b>66</b>	<b>\$13,220.00</b>	<b>4</b>	<b>\$810.00</b>	<b>70</b>	<b>\$ 14,030</b>	<b>124</b>	<b>\$25,020.00</b>
Feller Engineering															
<b>TOTAL FEE</b>	<b>\$25,020.00</b>														
<b>TOTAL HOURS</b>		<b>124</b>													

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

**Scope of Services: Cost Estimating**

CAM #24-0970  
Exhibit 2  
Page 80 of 88



# City of Fort Lauderdale - Federal Courthouse Garage DCP

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

Brown & Phillips  
Scope of Services: Survey

Design Criteria Professional	Approved Hourly Rate	TASK 1 Preliminary Design						TASK 2 Design Criteria Package						TOTAL	
		Task 1 Hours	Task 1 Fee	Task 1 Task 1 Mtgs		Task 1 Hours	Task 1 Fee	Task 2 Hours	Task 2 Fee	Task 2 Task 2 Mtgs		Task 2 Hours	Task 2 Fee	Total Hours	Total Fee
				Mtg Hrs	Fee					Mtgs	Fee				
3-Man Survey Crew	\$180.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Survey Crew	\$150.00	40	\$6,000.00	0	\$0.00	40	\$ 6,000	8	\$1,200.00	0	\$0.00	8	\$ 1,200	48	\$7,200.00
Principal Surveyor	\$225.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Professional Land Surveyor	\$155.00	9	\$1,395.00	0	\$0.00	9	\$ 1,395	0	\$0.00	0	\$0.00	0	\$ -	9	\$1,395.00
Survey Technician	\$110.00	24	\$2,640.00	0	\$0.00	24	\$ 2,640	0	\$0.00	0	\$0.00	0	\$ -	24	\$2,640.00
CADD Technician	\$98.00	11	\$1,078.00	0	\$0.00	11	\$ 1,078	0	\$0.00	0	\$0.00	0	\$ -	11	\$1,078.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Expenses		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
<b>TASK TOTAL</b>		<b>84</b>	<b>\$11,113.00</b>	<b>0</b>	<b>\$0.00</b>	<b>84</b>	<b>\$ 11,113</b>	<b>8</b>	<b>\$1,200.00</b>	<b>0</b>	<b>\$0.00</b>	<b>8</b>	<b>\$ 1,200</b>	<b>92</b>	<b>\$12,313.00</b>
Brown & Phillips															
TOTAL LABOR FEE		\$12,313.00													
TOTAL HOURS		92													

# City of Fort Lauderdale - Federal Courthouse Garage DCP

Langan Inc. Roll-up

Scope of Services: Civil Engineering, Environmental Engineering, Geotechnical Engineering

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

Design Criteria Professional	Approved Hourly Rate	TASK 1						TASK 2						TOTAL	
		Preliminary Design						Design Criteria Package						TOTAL	
		Task 1 Hours	Task 1 Fee	Task 1 Mtg Hrs	Task 1 Fee	Task 1 Hours	Task 1 Fee	Task 2 Hours	Task 2 Fee	Task 2 Mtg Hrs	Task 2 Fee	Task 2 Hours	Task 2 Fee	Total Hours	Total Fee
Principal-in-Charge	\$260.00	10	\$2,600.00	7	\$1,820.00	17	\$4,420	8	\$2,080.00	5	\$1,300.00	13	\$3,380	30	\$7,800.00
Sr Proj Mgr/Eng/Scientist/Geologist	\$215.00	64	\$13,760.00	17	\$3,655.00	81	\$17,415	30	\$6,450.00	30	\$6,450.00	60	\$12,900	141	\$30,315.00
Proj Mgr/Eng/Scientist/Geologist	\$175.00	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
Geotechnical or Civil Engineer	\$135.00	100	\$13,500.00	8	\$1,080.00	108	\$14,580	70	\$9,450.00	14	\$1,890.00	84	\$11,340	192	\$25,920.00
Sr Staff - Environmentalist, Geologist, Geotechnical or Civil Engineer	\$115.00	20	\$2,300.00	0	\$0.00	20	\$2,300	0	\$0.00	0	\$0.00	0	\$-	20	\$2,300.00
Administrative Assistant	\$65.00	7	\$455.00	0	\$0.00	7	\$455	5	\$325.00	0	\$0.00	5	\$325	12	\$780.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
							\$12,574								\$12,574.00
<b>TASK TOTAL</b>		<b>201</b>	<b>\$32,615.00</b>	<b>32</b>	<b>\$6,555.00</b>	<b>233</b>	<b>\$51,744</b>	<b>113</b>	<b>\$18,305.00</b>	<b>49</b>	<b>\$9,640.00</b>	<b>162</b>	<b>\$27,945</b>	<b>395</b>	<b>\$79,689.00</b>
Langan Inc. Roll-up															
TOTAL LABOR FEE		\$67,115.00													
TOTAL HOURS		395													
REIMBURSABLE EXPENSES		\$12,574.00													
TOTAL FEE		\$79,689.00													



City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

<b>Langan Inc. - Geotechnical Engineering</b>	
<b>TOTAL LABOR FEE</b>	<b>\$15,660.00</b>
<b>TOTAL HOURS</b>	<b>93</b>
<b>REIMBURSABLE EXPENSES</b>	<b>\$12,000.00</b>
<b>TOTAL FEE</b>	<b>\$27,660.00</b>

# City of Fort Lauderdale - Federal Courthouse Garage DCP

Langan Inc. - Civil Engineering  
Scope of Services: Civil Engineering

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

Design Criteria Professional	Approved Hourly Rate	TASK 1 Preliminary Design						TASK 2 Design Criteria Package						TOTAL	
		Task 1		Task 1		Task 1		Task 2		Task 2		Task 2		Total	
		Hours	Task 1 Fee	Mtg Hrs	Fee	Hours	Task 1 Fee	Hours	Task 2 Fee	Mtgs	Fee	Hours	Task 2 Fee	Hours	Total Fee
Principal-in-Charge	\$260.00	8	\$2,080.00	2	\$520.00	10	\$2,600	8	\$2,080.00	1	\$260.00	9	\$2,340	19	\$4,940.00
Sr Proj Mgr/Eng/Scientist/Geologist	\$215.00	30	\$6,450.00	12	\$2,580.00	42	\$9,030	30	\$6,450.00	18	\$3,870.00	48	\$10,320	90	\$19,350.00
Proj Mgr/Eng/Scientist/Geologist	\$175.00	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
Geotechnical or Civil Engineer	\$135.00	48	\$6,480.00	8	\$1,080.00	56	\$7,560	70	\$9,450.00	4	\$540.00	74	\$9,990	130	\$17,550.00
Sr Staff - Environmentalist, Geologist, Geotechnical or Civil Engineer	\$115.00	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
Administrative Assistant	\$65.00	5	\$325.00	0	\$0.00	5	\$325	5	\$325.00	0	\$0.00	5	\$325	10	\$650.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$-	0	\$0.00	0	\$0.00	0	\$-	0	\$0.00
<b>TASK TOTAL</b>		<b>91</b>	<b>\$15,335.00</b>	<b>22</b>	<b>\$4,180.00</b>	<b>113</b>	<b>\$19,515</b>	<b>113</b>	<b>\$18,305.00</b>	<b>23</b>	<b>\$4,670.00</b>	<b>136</b>	<b>\$22,975</b>	<b>249</b>	<b>\$42,490.00</b>
Langan Inc. - Civil Engineering															
TOTAL LABOR FEE		\$42,490.00													
TOTAL HOURS		249													
REIMBURSABLE EXPENSES		\$0.00													
TOTAL FEE		\$42,490.00													



# City of Fort Lauderdale - Federal Courthouse Garage DCP

City of Fort Lauderdale  
Design Criteria Package - Federal Courthouse Parking Garage  
RFQ Event #122  
Project #12687

Langan Inc. - Environmental Engineering  
Scope of Services: Environmental Engineering

Design Criteria Professional	Approved Hourly Rate	TASK 1						TASK 2						TOTAL	
		Preliminary Design						Design Criteria Package						Total	
		Task 1 Hours	Task 1 Fee	Task 1 Mtgs Mtg Hrs	Task 1 Fee	Task 1 Hours	Task 1 Fee	Task 2 Hours	Task 2 Fee	Task 2 Mtgs Mtg Hrs	Task 2 Fee	Task 2 Hours	Task 2 Fee	Total Hours	Total Fee
Principal-in-Charge	\$260.00	1	\$260.00	1	\$260.00	2	\$ 520	0	\$0.00	4	\$1,040.00	4	\$ 1,040	6	\$1,560.00
Sr Proj Mgr/Eng/Scientist/Geologist	\$215.00	4	\$860.00	1	\$215.00	5	\$ 1,075	0	\$0.00	10	\$2,150.00	10	\$ 2,150	15	\$3,225.00
Proj Mgr/Eng/Scientist/Geologist	\$175.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Geotechnical or Civil Engineer	\$135.00	20	\$2,700.00	0	\$0.00	20	\$ 2,700	0	\$0.00	10	\$1,350.00	10	\$ 1,350	30	\$4,050.00
Sr Staff - Environmentalist, Geologist, Geotechnical or Civil Engineer	\$115.00	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Administrative Assistant	\$65.00	2	\$130.00	0	\$0.00	2	\$ 130	0	\$0.00	0	\$0.00	0	\$ -	2	\$130.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
		0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	\$ -	0	\$0.00
Expenses							\$ 574								\$574.00
<b>TASK TOTAL</b>		<b>27</b>	<b>\$3,950.00</b>	<b>2</b>	<b>\$475.00</b>	<b>29</b>	<b>\$ 4,999</b>	<b>0</b>	<b>\$0.00</b>	<b>24</b>	<b>\$4,540.00</b>	<b>24</b>	<b>\$ 4,540</b>	<b>53</b>	<b>\$9,539.00</b>

Langan Inc. - Environmental Engineering

TOTAL LABOR FEE \$8,965.00

TOTAL HOURS 53

REIMBURSABLE EXPENSES \$574.00 2. vendor charge for ordering and obtaining environmental regulatory database information and

TOTAL FEE \$9,539.00 also obtaining historical records (Aerial photos, topo maps, fire insurance maps and city directories)

**MEMORANDUM****DATE:** 9/14/2023**TO:** James Hemphill**FROM:** Christian Luz, Timothy Tracy  
DESMAN Inc.**RE:** Standard Hourly Billing Rates - Updated

Please see below DESMAN's standard hourly billing rates through December 31, 2023. In addition, I have listed the team sub consultants and their standard hourly billing rates.

**DESMAN Inc.**

<i><b>Employee Classification</b></i>	<i><b>Hourly Rate</b></i>
Principal	\$260.00
Project Manager	\$210.00
Sr. Engineer/Planner/Architect	\$200.00
Engineer/Planner/Architect	\$160.00
Designer/Revit	\$170.00
Draftsperson/CADD Operator	\$115.00
Technician	\$130.00
Data Collector	\$70.00
Clerical	\$65.00
Attendance at Hearings/After-Hour Presentations	\$400.00

**Wolfberg Alvarez & Partners**

<i><b>Employee Classification</b></i>	<i><b>Hourly Rate</b></i>
Principal-in-Charge	\$265.00
Project Manager	\$210.00
Project Architect	\$175.00
CAD/Revit	\$100.00
Clerical	\$65.00

CAM #24-0970  
Exhibit 2  
Page 86 of 88



**Brooks+Scarpa**

<b><i>Employee Classification</i></b>	<b><i>Hourly Rate</i></b>
Principal Architect	\$250.00
Principal Landscape Architect	\$250.00
Senior Project Manager	\$213.00
Senior Designer	\$150.00
Project Manager/BIM	\$185.00
Project Manager	\$175.00
Project Architect	\$175.00
Project Landscape Architect	\$175.00
Project Designer	\$155.00
Arch/Landscape Arch Staff/Draftsperson	\$145.00
Designer	\$120.00
Office Manager/Staff	\$100.00
Intern	\$65.00

**Langan Inc.**

<b><i>Employee Classification</i></b>	<b><i>Hourly Rate</i></b>
Administrative Assistant	\$65.00
Field / Staff Environmental Scientist, Geologist, Geotechnical or Civil Engineer	\$115.00
Senior Staff Environmental Scientist, Geologist, Geotechnical or Civil Engineer	\$135.00
Project Manager/ Engineer/ Scientist/ Geologist	\$175.00
Senior Project Manager / Engineer / Scientist / Geologist	\$215.00
Principal	\$260.00

**Feller Engineering**

<b><i>Employee Classification</i></b>	<b><i>Hourly Rate</i></b>
Principal / Department Head	\$265.00
Project Manager	\$210.00
Engineer	\$195.00
Designer	\$175.00



**Brown & Phillips Inc.**

<i><b>Employee Classification</b></i>	<i><b>Hourly Rate</b></i>
Three Man Survey Crew	\$180.00
Survey Crew	\$150.00
Principal Surveyor	\$225.00
Professional Land Surveyor	\$155.00
Survey Technician	\$110.00
CADD Technician	\$98.00
Expert Witness	\$400.00

**Program Controls Inc.**

<i><b>Employee Classification</b></i>	<i><b>Hourly Rate</b></i>
Estimating Manager	\$200.00
Lead Estimator	\$178.00
MEP Estimator	\$150.00
Scheduling Manager	\$185.00
Senior Scheduler	\$152.00
Scheduler	\$125.00