

AGREEMENT

between

City of Fort Lauderdale

and

The Corradino Group, Inc.

for

Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale, FL

RFQ No. 12247-996

## AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 5<sup>th</sup> day of November 2019, by and between:

CITY OF FORT LAUDERDALE, a municipal Corporation of the State of Florida, (hereinafter referred to as "CITY")

and

**The Corradino Group, Inc. a Kentucky corporation** authorized to transact 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 **November 5, 2019**, authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with a **Conceptual Streetscape Design for Las Olas Boulevard, in the City of Fort Lauderdale, FL**; and

WHEREAS, the CONSULTANT responded to the CITY's Solicitation #12247-996 and is willing and able to render services for such project for the compensation and on the terms hereinafter set forth; and

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

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **ADDITIONAL SERVICES**: Services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.2 **AGREEMENT**: Means this document between the CITY and CONSULTANT dated **November 5, 2019** and any duly authorized and executed Amendments to Agreement.

- 1.3 **BASIC SERVICES:** Services performed by the CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.4 **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT, based on observations at the site and on review of documentation submitted by the Contractor that, by its issuance, recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.5 **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the contract documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT shall review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.
- 1.6 **CITY:** The City of Fort Lauderdale, a municipal corporation of the State of Florida.
- 1.7 **CITY MANAGER:** The City Manager of the City of Fort Lauderdale, Florida.
- 1.8 **COMMISSION:** The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.9 **CONSTRUCTION COST:** The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.10 **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.11 **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.12 **CONSULTANT:** **The Corradino Group, Inc.**, the CONSULTANT selected to perform a Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale, FL pursuant to this Agreement.
- 1.13 **CONTRACT ADMINISTRATOR:** The City Engineer of the City of Fort Lauderdale, or his or her 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.
- 1.14 **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 the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 **ORIGINAL CONTRACT PRICE**: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 **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 the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 **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 the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project

planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.24 **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 **SPECIFICATIONS:** The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.26 **STATEMENT OF PROBABLE PROJECT COSTS:** A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 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 detailed scope of services to be performed by CONSULTANT upon authorization of the CITY.
- 1.29 **TIME OF COMPLETION:** Time in which the entire work shall be completed.

## **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 CITY has budgeted funds for the Project.

## **ARTICLE 3** **SCOPE OF SERVICES FOR BASIC SERVICES**

- 3.1 CONSULTANT shall provide all services set forth in Exhibit "A", Scope of Services, attached hereto and incorporated herein, including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not

delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the Contract Administrator 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 prior to its commencement.

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

#### **ARTICLE 4** **GENERAL PROVISIONS**

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

#### **ARTICLE 5** **TASK ORDERS FOR SERVICES**

- 5.1 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable CITY purchasing code requirements). These Task Orders shall be based upon the general description of basic services as described in Exhibit "A."
- 5.2 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special

services. These services may include, at the discretion of the CITY, the following items:

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

## **ARTICLE 6**

### **TIME FOR PERFORMANCE; CONSULTANT DAMAGES**

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon Task Order project schedule, developed before commencement of work and made a part of this agreement. The Project Schedule, once complete, shall be automatically incorporated into this

Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.

- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 6.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The time for the performance of services described Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
  - 6.5.1 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.
- 6.6 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 7**  
**COMPENSATION AND METHOD OF PAYMENT**

**7.1 AMOUNT AND METHOD OF COMPENSATION**

**Not To Exceed Compensation**

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement an amount not to exceed **Seven Hundred Sixty Five Thousand Six Hundred and Forty Four Dollars (\$765,644)**, for all related task orders combined. 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 all Task Orders combined for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" 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 including Reimbursables; and profit, or as required by individual Task Order.

**7.2 REIMBURSABLES**

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

7.2.2 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 Contractor 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.

### 7.3 METHOD OF BILLING

#### Not To Exceed Amount Compensation

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

### 7.4 METHOD OF PAYMENT

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

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

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

7.4.4 Payment will be made to CONSULTANT at:

The Corradion Group  
5200 NW 33<sup>rd</sup> Avenue, Suite 203  
Fort Lauderdale, Florida 33309

**ARTICLE 8**  
**ADDITIONAL SERVICES, AMENDMENTS AND CHANGES IN SCOPE OF SERVICES**

- 8.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. 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 this Agreement including the initiation of any Additional Services. CITY shall compensate CONSULTANT for such Additional Services as provided in Article 7.
- 8.2 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 \$100,000.00 per project. In the event of a dispute in an amount over \$100,000.00, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document signed or authorized by a judge. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

**ARTICLE 9**  
**CONSULTANT'S RESPONSIBILITIES**

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT

shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.7 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc., that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
  - 9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
  - 9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost

of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.

- 9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.2. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

## **ARTICLE 10**

### **CITY'S RESPONSIBILITIES**

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

- 10.3 CITY shall review the itemized deliverables/documents identified in Scope of Services.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

## **ARTICLE 11**

### **MISCELLANEOUS**

#### **11.1 OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by CONSULTANT, its dependent professional associates and employees, pursuant to this Agreement shall be owned by the CITY upon full payment of all fees due the CONSULTANT.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

#### **11.2 TERMINATION**

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.26. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a ten (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 approved by the CITY and rendered from the date of execution of the Agreement up to the time of termination, subject to other provisions of this Agreement. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through

violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

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

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

11.2.3 Notice of termination shall be provided in accordance with Section 11.26, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.26, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.2 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

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

### 11.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the

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

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

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

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

CONSULTANT shall comply with Title I of the ADA 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.

CONSULTANT hereby certifies and represents that it will comply with this section during the entire term of the contract. The failure of the Consultant to comply with this section 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. The City may terminate the agreement if the CONSULTANT fails to comply with this section. The City may retain all monies due or to become due until the CONSULTANT complies with this section. If the CONSULTANT fails to comply with this Section of the Agreement, the CONSULTANT may be subject to debarment or suspension proceedings in accordance with Section 2-183 of the City's Code of Ordinances.

#### 11.5 MINORITY AND DISADVANTAGED PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by minority and women business 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 Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

#### 11.6 PUBLIC ENTITY CRIMES ACT

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

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section

287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

#### 11.7 ASSIGNMENT AND PERFORMANCE

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

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 be comparable to the best local and national professional standards.

#### 11.8 INDEMNIFICATION OF CITY

11.8.1 CONSULTANT shall indemnify and hold harmless CITY, its officers, elected officials, and employees from any and all liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this selection shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.8.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.8.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

#### 11.9 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, CONSULTANT will be required and shall require all of its Sub-Consultants and Sub-Contractors to provide, pay for, and maintain in force at all times during the term of an agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

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

The following insurance policies and coverages are required:

**Commercial General Liability**

**i. Limits of Liability:**

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

**ii. Endorsements Required:**

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

**Automobile business**

**i. Limits of Liability:**

Bodily Injury and Property Damage Liability  
Combined Single Limit \$1,000,000  
Any Auto  
Including Hired, Borrowed or Non-Owned Autos

**ii. Endorsements Required:**

Waiver of Subrogation

**Workers' Compensation**

Limits of Liability: Statutory-State of Florida

**Professional Liability/Errors And Omissions Coverage**

Combined Single Limit  
Each Occurrence \$1,000,000  
General Aggregate Limit \$2,000,000  
Deductible not to exceed 10%  
Must be in effect for at least five (5) years after Project completion

The above insurance requirements are only required to be carried by the Consultant during the term of the assigned Project and provided upon award of the task order, except for Professional Liability/Errors and Omissions insurance which must be in effect for at least five (5) years after Project completion.

The CITY is required to be named as additional insured under the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the work contemplated in an agreement shall be deemed unacceptable, and shall be considered a breach of contract.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this Agreement.

**Note:** CITY contract number must appear on each certificate.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance

certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration.

### **Insurance Certificate Requirements**

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

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

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

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

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

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

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

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

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

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

#### 11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of one hundred dollars (\$100.00). For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of one hundred dollars (\$100.00) less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of one hundred dollars (\$100.00), which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said

Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 11.11 REPRESENTATIVE OF CITY AND CONSULTANT

11.11.1 Contract Administrator or his or her designee is the CITY's representative regarding this Agreement. The parties, however, recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

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

#### 11.12 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

#### 11.13 CONSULTANT'S STAFF

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

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

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

#### 11.14 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

Plus Urbia, LLC  
Miller, Legg & Associates, Inc.  
Pinstripe Advisory Group LLC  
Garth Solutions, Inc.

#### 11.15 INDEPENDENT CONTRACTOR

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

#### 11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, without prior written approval by both parties to this Agreement.

#### 11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or currently hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and



conscientious exercise of judgment related to its performance under this Agreement.

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

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

#### 11.18 CONTINGENCY FEE

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

#### 11.19 WAIVER OF BREACH AND MATERIALITY

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

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

#### 11.20 COMPLIANCE WITH LAWS

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

#### 11.21 SEVERANCE

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

#### 11.22 JOINT PREPARATION

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

#### 11.23 PRIORITY OF PROVISIONS

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

#### 11.24 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

#### 11.25 EXHIBITS

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

#### 11.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed at least one (1) original signed Agreement.

#### 11.27 NOTICES

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

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

With Copy to:          City Manager  
                                City of Fort Lauderdale  
                                100 North Andrews Avenue  
                                Fort Lauderdale, Florida 33301  
                                Telephone: (954) 828-5013

                                Alain Boileau, City Attorney  
                                City of Fort Lauderdale  
                                100 North Andrews Avenue  
                                Fort Lauderdale, Florida 33301  
                                Telephone: (954) 828-5940

CONSULTANT:          Joseph M. Corradino  
                                The Corradino Group, Inc.  
                                5200 NW 33<sup>rd</sup> Avenue, Suite 203  
                                Fort Lauderdale, Fl. 33309  
                                Telephone: (954) 777-0044

#### 11.28 ATTORNEY FEES

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

#### 11.29 PERMITS, LICENSES AND TAXES

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

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

#### 11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

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

#### 11.31 EVALUATION

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

#### 11.32 STATUTORY COMPLIANCE

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

#### 11.33 SCRUTINIZED COMPANIES

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not on the Scrutinized Companies that 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 (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

#### 11.34 PUBLIC RECORDS

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

CONSULTANT shall:

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

#### 11.35 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of

attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### 11.36 RIGHTS IN DOCUMENTS AND WORK

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

#### 11.37 REPRESENTATION OF AUTHORITY

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**CITY**

CITY OF FORT LAUDERDALE

By \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Jeffery A. Modarelli, City Clerk

Approved as to form:  
Alain Boileau, City Attorney

\_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney

**CONSULTANT**

WITNESSES:

The Corradino Group, Inc.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Joseph M. Corradino, President

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

\_\_\_\_\_  
Signature

ATTEST:

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

By \_\_\_\_\_  
Fred P'Pool, Treasurer

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Joseph M. Corradino as President of The Corradino Group, Inc., a Kentucky corporation authorized to transact business in the State of Florida.

He/She is \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number



## **EXHIBIT A**

### **SCOPE OF SERVICES**

Las Olas Boulevard Streetscape Design  
Proposed Scope of Services  
The Corradino Group

**Revised October 17, 2019**

Las Olas Boulevard is its own brand. How this brand unifies the district and helps the evolution of a classic, iconic thoroughfare, is the heart of this study. Beginning with the vision statement from the Las Olas Mobility Working Group - "Connecting residents and visitors of Fort Lauderdale through the enhancement of this iconic boulevard representing our history and future" this study must further identify opportunities and challenges to provide key components of a vision that will ground the future development of the area. To take advantage of these opportunities in a community with diverse, deeply held opinions, the building of consensus and stakeholder ownership for the ideals and visions must be the core basis to which future design will use to guide future implementation.

The City of Fort Lauderdale is committed to promoting safe, accessible, multi-modal travel evidenced by its implementation of Complete Streets and Vision Zero policy. As the major thoroughfare connecting Downtown Fort Lauderdale and Central Beach, Las Olas Boulevard must balance moving people efficiently through a balance of transportation needs, inclusive of pedestrian, bicycling, vehicular, and transit modes, with space programmed to safely accommodate other alternative modes such as scooters when they arise.

A successful conceptual design as achieved through our scope of services will meet the following broad goals:

- Ensure a consensus vision that enhances the branding for the Boulevard and the CITY's branding as both an international destination and the place for live, work, and play in South Florida.
- Create a coordinated, iconic, context-sensitive design for the five distinct character areas.
- Strike a balance between the needs of drivers from the beach and the residential areas to the east, and the needs of retail, office, and public space and event uses along Las Olas Boulevard.
- Develop a safe, comfortable network for pedestrians and bicyclists through the entire 2.4 mile segment that connects with other existing and planned pedestrian and bicyclist networks, as well as provide for first and last mile connections to both land and water transit services.
- Coordinate our conceptual design with other planning initiatives that strive to address climate change.

A balance must be struck between the unique needs of people driving, people walking, people biking, and of special events while elevating the safety for all modes. This balance must also preserve the character of adjacent neighborhoods while also defining the future of this iconic boulevard. The design determined at the conclusion of this visioning process will ultimately inform the complete reconstruction of the Boulevard.

The following details our proposed scope of work. It is expected that this scope can be completed in 12 months from the CITY's Notice to Proceed.

## **Scope of Work**

### **Study Area:**

The Study Area shall be broadly defined as focusing on Las Olas Boulevard and the area of immediate effect between the New River and Broward Boulevard, between Andrews Avenue and Fort Lauderdale Beach Boulevard; with the exception of alternatives development which will only apply for the area between Andrews Avenue and the Intracoastal Waterway.

### **Task 1.0 – Project Management**

Within one week of the Notice to Proceed from the CITY, the Corradino Team will schedule a kickoff meeting with City staff. At this meeting, the team will review the project schedule, data needs, and stakeholder list with City staff. The date and time of the regularly scheduled project update meetings will also be determined at this time.

Corradino's project manager will attend regularly scheduled monthly in-person meetings to provide progress updates to CITY staff. Corradino staff will also attend regular meetings with the Las Olas Mobility Working Group as needed by the CITY. Understandably, because of the high-profile nature of this project, regular meetings with CITY Management are expected. Where provided notice for presentations at these meetings, Corradino will provide the presentations to CITY staff for review and approval prior to Commission meetings. Corradino expects that, as needed, additional meetings with CITY Advisory Boards may be requested by the CITY and has accounted for this need under the Public Engagement Task (Task 4).

All deliverables are subject to approval by the CITY's Project Manager before finalization.

Deliverables: Agendas for each monthly project progress meeting  
Summaries with action items for each monthly project progress meeting

### **Task 2.0 – Data Collection and Existing Conditions Analysis**

This task includes the review and collection of existing conditions data, including, but not limited to: ADA compliance; bicycle facilities; bridges; existing studies; landscaping; lighting; existing utilities; locations and existing styles of various street furniture; medians; parking; pedestrian facilities; planned infrastructure improvements; right-of-way constraints and "pinch points;" stormwater apparent general performance; and a review of existing sea level rise projections.

Corradino understands that the CITY will furnish all applicable data including, but not limited to: As-builts of City construction projects along the corridor, existing plans, information related to zoning and land development regulations, proposed development plans that may impact the corridor, the locations of existing utilities including Lidar data, traffic data, proposed infrastructure projects, and the locations of right-of-way lines. Of particular need is an understanding of existing infrastructure designed to aid in drainage. The CITY will furnish other available data not explicitly listed upon request when available.

Safety for travelers of all modes is paramount in any future concept, in line with the CITY's

policies implementing Vision Zero, and available 5-year crash data from the Florida Department of Transportation will be obtained by the consultant for analysis. In addition, in order to complete Task 7.0, additional coordination with City staff in obtaining information regarding planned right-of-way improvements and projected timelines for these projects will be needed to better assess impacts on this project's prioritization and maintenance of traffic needs.

Deliverables: Existing conditions documented through a series of maps, diagrams, site photographs, and narratives

### Task 3.0 – Detailed Multimodal Traffic Analysis

Corradino will conduct a detailed multimodal traffic analysis, utilizing vehicular, pedestrian, and bicyclist data, utilizing counts the CITY is collecting within the Study Area. The Study Area shall be defined as focusing on Las Olas Boulevard. The area of immediate effect between the New River and Broward Boulevard, between Andrews Avenue and Fort Lauderdale Beach Boulevard; with the exception of alternatives development which will only apply for the area between Andrews Avenue and the Intracoastal Waterway shall be evaluated as the influence area. All roadways with traffic count data as provided by the CITY within the Study and influence areas below shall be evaluated as related this study, including:

1. Las Olas Boulevard
2. Broward Boulevard between Andrews Avenue and Victoria Park Road
3. Andrews Avenue between Broward Boulevard and S. New River Drive
4. SE 3<sup>rd</sup> Avenue between Broward Boulevard and S New River Drive E
5. Tarpon Drive
6. SE 4<sup>th</sup> Street
7. SE 1<sup>st</sup> Avenue
8. SE 8<sup>th</sup> Avenue
9. SE 2<sup>nd</sup> Court
10. SE 11<sup>th</sup> Avenue
11. SE 12<sup>th</sup> Avenue
12. SE 15<sup>th</sup> Avenue
13. SE 16<sup>th</sup> Avenue
14. SE 17<sup>th</sup> Avenue

As available, data from the new scooter programs will be included. This analysis will prioritize safety, incorporating crash analysis, and consider the difference in local needs resulting from potential development.

### Task 3.1 Existing and Future Roadways Conditions Analysis

As with any urban corridor project, providing an efficient and safe corridor are primary goals. This includes all forms of travel in the corridor including passenger vehicles, transit, deliveries, bicyclist, scooters, pedestrians, etc. The challenge is to develop a proposed corridor cross-section that can provide efficient operations and safe traveling conditions for each of these modes utilizing the corridor.

For a corridor such as Las Olas Boulevard, the vehicular operations throughout the corridor will need to be evaluated to determine appropriate number of lanes and lane configuration along the corridor and at intersections. Based on coordination with the CITY and Broward County,

the consultant team will utilize the latest version of Synchro for traffic operations analysis. The software is limited with accommodating pedestrian, bicycles and transit operations, in the operational analysis; however, as much as possible due to the limitation of the software, each of these modes will be included in the analysis.

The Synchro analysis will be conducted for Existing Conditions (2019) and Future Conditions (2040), and will provide base information on the roadway's performance.

#### Task 3.1.1 – Field Visit & Data Collection

First, the Corradino Team will conduct field visits to observe the existing conditions of the corridor. During the field visit, the Team will gather operational information, including such information as queue lengths, pinch points, transit and parking maneuvers, traffic signal operations, etc. This information will be utilized in the development of the Synchro model, but also throughout the evaluation and development of alternatives and recommendations.

In order to develop a representative Synchro model of the corridor, extensive data collection is required. Data needs include:

- Turning movement counts (Provided by the CITY);
- Vehicular speed data (Provided by the CITY);
- Roadway characteristics, such as speed limit; median type and width; lane width; parking lane; transit availability; etc. (Obtained by the CONSULTANT)
- Intersection information including type of control; number of lanes and lane designation; pedestrian accommodations; channelized turn lanes; storage lengths; etc. (Obtained by the CONSULTANT)
- Traffic signal timing data; (Obtained by the CONSULTANT)
- Travel time data; (Provided by the CITY)
- Link distances between intersections; (Obtained by the CONSULTANT)
- Aerial mapping; (Obtained by the CONSULTANT from FDOT)
- Bridge logs (Obtained by CONSULTANT from FDOT).
- And more as needed.

The Corradino Team will collect the necessary data to develop the base Synchro model.

#### Task 3.1.2 – Base (2019) Synchro Model

The Corradino Team will utilize the latest version of Synchro for the traffic operations analysis. The Team will use the base/aerial mapping, to construct the basic roadway network and populate the model with the data collected during the field visit. Once the base model has been developed, the Team will calibrate the model, using speed, travel time, lane utilization, and other factors as observed during field observations, to as closely as possible match the existing conditions in the corridor. When the model has been calibrated, the Team will conduct operational analysis runs of the model and report the Existing Conditions (2019) LOS and operational characteristics.

#### Task 3.1.3 – Future (2040) Synchro Model

The Corradino Team will utilize the latest version of Synchro for the traffic operations analysis, with the latest five years of available data. The Team will use the Base (2019) model as the starting point. The future traffic (2040) scenario developed utilizing city-approved methodology

proposed by the CONSULTANT for the study area, will be input into the model and an initial analysis run completed (including optimized signal timings) with operational characteristics and LOS/delay noted. Based on the results of the initial model run, the Team will identify potential modifications to improve vehicular operations through the Corridor. Various alternatives may be developed, but not limited to:

- modification to lane designation;
- turn or lane restrictions;
- if signalization needs to be added or removed;
- traffic signal timing and phasing, i.e. exclusive or scramble pedestrian phases;
- parking prohibitions or additions;
- others

The various alternatives will be evaluated and analyzed and the resulting operational characteristics and LOS/Delay for Future Conditions (2040) will be reported. Outputs shall be shown as intersection delay in seconds as well as the speed/travel times for the corridor.

The alternatives evaluated will be included in the overall review of the corridor and included for the consideration of the conceptual design alternatives presented for public input. Synchro's 3D Viewer will be utilized as needed to support public engagement efforts (Task 4).

### *3.2 Multimodal Analysis*

While the study focuses on Las Olas Boulevard, regional and local facilities, such as Brightline and the Water Trolley and Taxi are proximal to different character areas on Las Olas Boulevard. When first-last mile is considered, these facilities affect modal choice and possible entry points to Las Olas Boulevard, and in the case of the Water Trolley, provide a vital alternative route to travel along Las Olas. Key junctions to these facilities will be noted, and as needed, emphasis on certain modes and design considerations for adjoining streets will be incorporated into the conceptual design alternatives (Task 5). The City's Bicycle and Pedestrian data, as well as crash data as applicable will be utilized for this analysis.

The multimodal analysis will consider the grid network and a qualitative approach to this analysis begins with an assessment that focuses on the continuity and availability of infrastructure for each mode (transit, pedestrian, bicycle, and micromobility). *Complete Streets* best practices and guidelines are provided for by the CITY's existing plans and can be noted as needed to support the general design of the project, particularly in regard to street fronting retail and potential future residences, if applicable. Keeping in mind the CITY's strong desire to maintain Vision Zero efforts, safety, along with mobility and accessibility, will be primary considerations when evaluating multimodal ideas and recommendations.

- a. First-Last Mile Infrastructure: Existing local facilities and associated CITY plans will be reviewed to determine walkability and bicycle accessibility to the site. As available, information from the CITY's new scooter system will be included in a multi-modal analysis.
- b. Transit Infrastructure: Transit facilities will be reviewed in relation to the Corridor and study area. Specifically, Broward County Transit routes that service the Corridor, and associated headways; Brightline schedules; Sun Trolley; and the Water Trolley and Taxi will be included. As part of this analysis, parking facilities that service these routes, including parking proximal to Water Trolley and Taxi or potential stops capable of servicing Las Olas needs will be noted. Data from the Sun Trolley and Broward County

Transit will be evaluated. Where stops data is available, the analysis will include considerations of daily boarding for locations with >20 and >50 boardings per day to better determine potential facilities needs for transit.

- c. Curb management is a necessary aspect of future development of the corridor and will both be analyzed and included into the overall design (Task 5).
- d. Rideshare options will be considered as part of the analysis.

As needed, **Access management** is key to the development of a major facility in a downtown core, and best practices techniques will be considered as they relate to potential design elements to be considered.

Deliverable: Detailed Multimodal Traffic Analysis Report

#### Task 4.0 – Public Engagement

Corradino will take a multifaceted approach to public engagement, utilizing a combination of stakeholder meetings, public workshops, surveys, and other methods as provided for in this section to share information and obtain feedback.

Key goals of this process include:

1. To enhance public confidence and support of the improvement project.
2. To implement an inclusive public communication effort that addresses the needs and concerns of affected residents, local businesses, visitors, and other interest groups while meeting the project goals.
3. To provide factual and clear information to impacted target audiences.
4. To provide multiple, convenient ways for stakeholders to obtain updates as well as convey any concerns or questions with the budget constraints of this project.

The following summarizes the public outreach meetings:

Las Olas Working Group Meetings	3
Stakeholder Meetings and Survey	1 survey, group stakeholder meetings and one on one meetings with stakeholders within the constraints of the budget.
Public Workshops	2
Walking Tour	1
Presentation to the Commission (at conference)	1

The ultimate goal of the public outreach plan is to maintain an open line of communication that will encourage coordination with the community, ensure responsiveness to community needs and help mitigate disruptive impact to stakeholders. At the core of this study is a visioning process, and this guides the public interaction. While it is important to provide the public with context, this context must not only be easy to comprehend, but be of a relatable quality that allows them to immerse or imagine themselves in the vision.

The designated approach to public engagement on the Las Olas Corridor consists of a combination of tried and true strategies coupled with cutting edge contemporary innovative techniques, including: one on one and small group stakeholders' meetings, interactive workshops to present and refine ideas, social media techniques, and interactive communications with corridor users.

As much as there may be a variety of highly engaged special interests in the corridor, it is critical to communicate and get input from all local neighbors, in a combination of ways where we go to them and they come to us. Assuring that everybody has the opportunity to communicate, expanding the outreach from the traditionally engaged stakeholder to every demographic in the community.

#### 4.1: Stakeholders Meetings

The initial aspect of this approach is to undertake stakeholders' meetings with individuals, then people in smaller groups and then enter the larger workshops. It may be necessary to double back to the individual and small group stakeholders. While it is understood that the primary stakeholder group may be the Las Olas Mobility Working Group, the Corradino Team will work collaboratively with the CITY to further refine an inclusive stakeholder list of residents, businesses and other relevant entities representative of both the corridor and the entire CITY. This sub task will include up to three meetings with the Las Olas Mobility Working Group, as the design progresses. The first meeting will occur after the first public workshop, with the second to present the initial draft plan and the third meeting to present the final draft plan. Prior to the second public workshop, some individual groups may be met with again to go over the recommendations. The initial focus for these brief meetings, which are limited to 4 groups total for the project, will include but not be limited to the following key audiences:

- Las Olas Boulevard Mobility Project Working Group
- Neighborhood Associations along Las Olas Boulevard
- Business or Merchants Associations and related property owner groups

#### 4.2: Workshops

Two general public involvement workshops will be held, one to introduce the project, the second as alternatives are developed to present draft recommendations. Workshops will generally follow the same format, with introductory presentation, individual working groups to approach specific segments or technical subjects, and summarization of the results.

Public Workshop 1: After the stakeholder's meetings and meetings in small groups with individual organizations occur, the first of two general public involvement meetings will be held. This meeting will be for the purpose of introducing the study, the scope of services, the timeline, expectations, a review and summary of prior meetings and discussions, and to collect additional input from the general public and any and all other stakeholder groups in an open setting. This will begin with a highly graphic presentation of the corridor, its dimensions and an understanding of its history and the preliminary findings related to traffic, and the principals of urban design. A question and answer period will then ensue, followed by breakout sessions, where each segment of the corridor is laid out on a table and participants are encouraged to work with facilitator, traffic and transportation engineers, and urban designers to express their desires. The table sessions will last 45 minutes. To wrap up the workshop, final statements will be made, each group will be asked to present out their desires, and final questions will be

taken. The whole process will be accomplished in two hours.

Public Workshop 2: A draft for each segment of the corridor will be developed. These will be presented in the final public workshop. Additional refinement of the final alternative as provided for in Task 5 will be undertaken as the product becomes final.

#### 4.3: Presentation to the City Commission

After the final public workshop, and the final alternatives have been accepted and endorsed by the Las Olas Mobility Working Group. Included will be one (1) meeting with the City Commission, to present at the conference meeting.

#### 4.4: Enhanced Community Interaction

In order to assure that communication with the community at large is accomplished and the input of the general public, area neighbors, and users of the corridor is taken, a program of community interaction will be undertaken. In addition to a general walking tour, a survey to the Las Olas Working Group will be provided.

#### Walking Tour

A guided walking tour will be structured at one time early in the project for each segment of the corridor. These will be held at times when the weather is more conducive for walking. They will be led by a facilitator and supported by professionals in the fields of urban design, traffic and urban planning. The tour will walk the corridor and point out key components like rights of way width, sidewalk width, lighting, presence of street furniture and amenities, travel lanes and medians, and adjacent land uses. Insight from professionals will be used to initiate conversation and questions and explore the strengths and weaknesses of the corridor. The general public and each stakeholder group will be invited to the walking tour.

#### Surveying

The Corradino Team will utilize a survey, to be administered at the beginning of the study to gauge the Las Olas Mobility Working Group's preference wants for the corridor, including usage and programming; preferred modes of travel; attitudes about alternative modes on Las Olas Boulevard; street design elements desired (such as seating, lighting), etc.

Deliverables: Meeting Agendas  
Meeting Summaries  
A memorandum summarizing the results

#### Task 5.0 – Conceptual Design

The Corradino Team will prepare one (1) concept based on the public input received and the data collected, broken out into each character area. Those concepts will be used to receive additional public outreach on which is the preferred alternative. The overarching concepts will be formulated as visions and unifying themes that will serve as the backbone for the design of each character area, which may differ based on locational constraints and local preferences.

This task has two vital parts, an "Imagine" aspect in how we want to utilize our space and how we want our space to feel and be recognized ("Identity"), and the formulation of an achievable design ("Placemaking") resulting from a melding of urban design, landscape architecture, and core urban planning and engineering principles.



### Task 5.1 – Initial Conceptual Design Alternatives

As part of this task, the Corradino Team shall prepare one (1) planning-level conceptual alternatives to consist of street sections and plans for each of the four (4) character areas as defined by the City and at least two (2) detailed renderings depicting the before and after for each of the four (4) character areas (Fort Lauderdale Beach character area excluded).

Each concept begins with the planning level unifying themes. These themes focus on the vision and branding of the area and provide for the main “backbone” for the development of the character areas.

While this project is not an engineering design exercise, ultimately, the planning concept must bridge between the imagination and constraints in implementation to bring vision into reality. Concepts needs to consider including engineering safety, and constraints, as well as landscape architecture, drainage and resiliency considerations will be incorporated into the development of the street sections and plans.

Constraints, however, provide for opportunities to utilize innovative techniques in the streetscape to address issues. Within the various areas, drainage and considerations of sea level rise must be considered for the Las Olas Isles area. Drainage is also an issue for some parts of the Corridor, and there is a need to explore stormwater management technology such as soil cells, among others, combining sustainable and aesthetically pleasing design with landscape functionality. Other opportunities include emerging technology which may be incorporated into the concept plans.

Potential strategies will address and balance how the boulevard is utilized by people driving, people walking, and people biking, and for special events. General approaches include iconic hardscape and softscape elements, enhancement of the traveling experience for people driving and people biking, and the inclusion of safe, comfortable pedestrian infrastructure. Future parking options along the boulevard will need to be examined and incorporated into the design alternatives. The Tunnel Top Plaza’s project development will be incorporated into the overall design of the Corridor.

Deliverables: One Draft plan for each of the 4 plan areas as planning-level conceptual alternatives in plan view; for a total of eight (8) renderings.  
One Draft plan for each of the 4 plan areas as planning-level conceptual alternatives renderings, for a total of eight (8) renderings.

### Task 5.2 – Concept Refinement and Preferred Schematic Design

Based on feedback received during the Task 5.1, the Corradino Team will prepare a conceptual “preferred” schematic design and detailed renderings for a Complete Streets corridor. Placemaking for Las Olas Boulevard will include the general locations of design elements including but not limited to: street furniture, wayfinding, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements. General conceptual “looks” of elements used to create “Identity,” such as lighting, seating, options for plantings, and patterns will be included in the visual representation of the future boulevard. As with Task 5.1, this conceptual design will consist of a thematic core vision as “Imagined” that will ensure unity in urban design, allows for variations in programmatic space, and provides for cohesive branding in an iconic, easily identifiable streetscape.

The conceptual alternatives will be reviewed against engineering standards and consider resiliency/climate change adaptation needs, as well as potential technology options. Ultimately, the plan must be implementable. This is achieved by realistically applying the physical constraints to the vision, and incorporating the cost differences between different engineering and landscape design options into the schematic design.

Deliverables: Four (4) planning-level conceptual plan view for the preferred alternative  
Four (4) planning-level conceptual street sections for the preferred alternative  
Detailed renderings of the “preferred” schematic design (Four – (4)).

A memorandum summarizing the process utilized to determine the “preferred” schematic design, including any specific materials, plantings, patterns, or other specific elements proposed to be utilized.

#### Task 6.0 – Cost Estimations

The Corradino Team will provide a planning level probable cost estimate for each concept alternative. After the refinement and selection of a preferred vision, the Corradino Team will provide a revised planning level estimate, inclusive of potential costs for design, construction, maintenance of traffic, and CEI. This cost estimate will consider current costs of construction, including but not limited to Florida Department of Transportation historical costs as a baseline when possible; however, we expect, because of the iconic nature of the corridor, hardscape and basic finishes may require special considerations for procurement. In that this may not be not a typical FDOT cost project, we will utilize best estimates as necessary to provide the CITY with reasonable planning level cost estimates. This cost estimate will be broken down by segment, generally by character area or alternative segments as appropriate for project bundling purposes.

Deliverables: A memorandum summarizing the cost estimation process.  
“Preferred” schematic design planning level cost estimate.

#### Task 7.0 – Segment Construction Prioritization

Corradino will prepare a document guiding a preliminary segment prioritization for implementation of the project. This document will be guided by the cost estimating task as well impacts to the public and businesses along the corridor, public input, and existing conditions. This sequencing will be reviewed with property and business owners as part of Task 4. To assist with implementation, Corradino will utilize the final approved concept plan and cost items to research potential grant funding the project will be eligible for, including the new Broward Surtax (Mobility Advancement Program). Considerations of funding availability as it affects sequencing, including timing of applications for any applicable grant funding, will be discussed with CITY staff.

The document should also consider the impacts and schedule of planned City capital improvement projects along the corridor and take into consideration broad and general Maintenance of Traffic (MOT) strategies to minimize the impacts of construction sequencing. The MOT strategies will consider the sequencing of other projects in the vicinity and the impacts of such projects collectively with the Las Olas Boulevard construction.

Deliverables: Segment Prioritization Recommendations  
Construction Implementation Schedule

Task 8.0 – Final Vision Report

The Corradino Team will prepare a final vision report that summarizes Tasks 1.0 through 7.0. The report will be highly visual, in order to be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation. A highly visual executive summary in brochure format will also be provided to the CITY.

This report will be submitted to City staff for review. Corradino will then take any and all staff comments and revise for a final report.

Deliverables:       Final Vision Report  
                          Final Vision Report Executive Summary  
                          All raw data collected or generated as part Tasks 1.0 through 8.0 in a  
                          format deemed acceptable by the City's project manager

**Exhibit B**  
**Cost Schedule**

**SUMMARY BY FIRM & INCIDENTALS - OVERALL**

<b><u>Firm</u></b>	<b><u>Fee</u></b>	<b><u>% of Total Effort</u></b>
The Corradino Group	\$409,184.00	54.0%
PlusUrbia, LLC	\$185,450.00	24.5%
Miller, Legg & Associates, Inc.	\$122,230.00	16.1%
Garth Solutions, Inc.	\$41,280.00	5.4%
<i>Task Subtotal</i>	\$758,144.00	
Incidentals (Printing and Materials)	\$7,500.00	
<b>TOTAL</b>	<b><u>\$765,644.00</u></b>	

## RATE SHEET SUMMARY BY TASK

Task #	Name of Task	Task Total	Average Rate	Hours	Percentage of total effort
1	Project Management	63,040.00	171.30	368	8%
2	Data Collection and Existing Conditions Analysis	38,945.00	139.59	279	6%
3	Detailed Multimodal Analysis				
3.1	Existing and Future Conditions Analysis	20,730.00	154.70	134	3%
3.1.1	Field Visit and Data Collection	42,424.00	130.54	325	7%
3.1.2	Base Synchro Model	17,748.00	154.33	115	2%
3.1.3	Future Synchro Model	17,748.00	154.33	115	2%
3.2	Multimodal Analysis	40,108.00	134.14	299	6%
4	Public Engagement				
4.1	Stakeholder Meetings	55,942.00	174.82	320	7%
4.2	Workshops (2)	50,674.00	142.74	355	7%
4.3	Public Hearings	4,216.00	175.67	24	0%
4.4	Enhanced Community Interaction				
	Walking Tours	17,025.00	175.52	97	2%
	Surveying	3,424.00	142.67	24	0%
5	Conceptual Design Alternatives				
5.1	Initial Conceptual Alternative Design	109,968.00	154.02	714	15%
5.2	Concept Refinement and Preferred Design Schematic	132,690.00	158.15	839	17%
6	Cost Estimates	38,018.00	146.22	260	5%
7	Segment Construction Prioritization	24,116.00	158.66	152	3%
8	Final Report	81,328.00	172.31	472	10%
	<b>Totals</b>	<b>758,144.00</b>	<b>154.98</b>	<b>4892</b>	<b>100%</b>

		Plus Urbia, LLC					
		Lead Urban Designer/ Assistant Project Manager		Senior Urban Designer		Urban Designer	
Position							
Hourly Rate		\$200.00		\$175.00		\$150.00	
Task #	Name of Task	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total
1	Project Management	80	16,000.00		-		-
2	Data Collection and Existing Conditions Analysis	1	200.00	5	875.00	5	750.00
3	Detailed Multimodal Analysis						
3.1	Existing and Future Conditions Analysis	2	400.00	10	1,750.00	10	1,500.00
3.1.1	Field Visit and Data Collection	10	2,000.00	10	1,750.00	5	750.00
3.1.2	Base Synchro Model	0	-	0	-	5	750.00
3.1.3	Future Synchro Model	0	-		-	5	750.00
3.2	Multimodal Analysis	1	200.00		-	10	1,500.00
4	Public Engagement						
4.1	Stakeholder Meetings	10	2,000.00	30	5,250.00		-
4.2	Workshops (2)	16	3,200.00	16	2,800.00		-
4.3	Public Hearings	0	-		-		-
4.4	Enhanced Community Interaction						
	Walking Tours	10	2,000.00	15	\$ 2,625.00	0	-
	Surveying	0	-	0	-	0	-
5	Conceptual Design Alternatives						
5.1	Initial Conceptual Alternative Design	20	4,000.00	68	11,900.00	110	16,500.00
5.2	Concept Refinement and Preferred Design Schematic	30	6,000.00	150	26,250.00	265	39,750.00
6	Cost Estimates	0	-		-		-
7	Segment Construction Prioritization	0	-		-		-
8	Final Report	25	5,000.00	80	14,000.00	100	15,000.00
Totals		205	\$41,000.00	384	\$67,200.00	515	\$77,250.00

		<i>Miller, Legg &amp; Associates, Inc.</i>					
		<b>Lead Landscape Architect</b>		<b>Landscape Architect</b>		<b>Junior Landscape Architect</b>	
		<b>\$240.00</b>		<b>\$155.00</b>		<b>\$105.00</b>	
<b>Task #</b>	<b>Name of Task</b>	<b>Hours</b>	<b>Effort Total</b>	<b>Hours</b>	<b>Effort Total</b>	<b>Hours</b>	<b>Effort Total</b>
1	Project Management		-		-		-
2	Data Collection and Existing Conditions Analysis	20	4,800.00	40	6,200.00	60	6,300.00
3	Detailed Multimodal Analysis						
3.1	Existing and Future Conditions Analysis		-		-		-
3.1.1	Field Visit and Data Collection		-	40	6,200.00	120	12,600.00
3.1.2	Base Synchro Model		-		-		-
3.1.3	Future Synchro Model		-		-		-
3.2	Multimodal Analysis		-		-		-
4	Public Engagement						
4.1	Stakeholder Meetings		-		-		-
4.2	Workshops (2)		-	8	1,240.00		-
4.3	Public Hearings		-		-		-
4.4	Enhanced Community Interaction						
	Walking Tours		-	8	1,240.00	8	840.00
	Surveying		-	0	-	0	-
5	Conceptual Design Alternatives						
5.1	Initial Conceptual Alternative Design	24	5,760.00	100	15,500.00	200	21,000.00
5.2	Concept Refinement and Preferred Design Schematic	24	5,760.00	40	6,200.00	120	12,600.00
6	Cost Estimates	10	2,400.00	48	7,440.00	18	1,890.00
7	Segment Construction Prioritization		-		-		-
8	Final Report	3	720.00	12	1,860.00	16	1,680.00
<b>Totals</b>		<b>81.00</b>	<b>\$19,440.00</b>	<b>296</b>	<b>\$45,880.00</b>	<b>542</b>	<b>\$56,910.00</b>

<b><i>Garth Solutions, Inc.</i></b>			
<b>Position</b>		<b>Public Engagement</b>	
<b>Rate</b>		<b>\$120.00</b>	
<b>Task #</b>	<b>Name of Task</b>	<b>Hours</b>	<b>Effort Total</b>
1	Project Management		-
2	Data Collection and Existing Conditions Analysis		-
3	Detailed Multimodal Analysis		
3.1	Existing and Future Conditions Analysis		-
3.1.1	Field Visit and Data Collection		-
3.1.2	Base Synchro Model		-
3.1.3	Future Synchro Model		-
3.2	Multimodal Analysis		-
4	Public Engagement		
4.1	Stakeholder Meetings	64	7,680.00
4.2	Workshops (2)	240	28,800.00
4.3	Public Hearings	0	-
4.4	Enhanced Community Interaction		
	Walking Tours	0	-
	Surveying	16	1,920.00
5	Conceptual Design Alternatives		
5.1	Initial Conceptual Alternative Design	0	-
5.2	Concept Refinement and Preferred Design Schematic	0	-
6	Cost Estimates	0	-
7	Segment Construction Prioritization	0	-
8	Final Report	24	2,880.00
<b>Totals</b>		<b>344</b>	<b>\$ 41,280.00</b>



		Corradino																			
Position		Principal-in Charge		Project Manager		Senior Planner		Assistant Planner		Lead Traffic Engineer		Traffic Engineer		Junior Traffic		Lead Civil Engineer		Lead Architect		Civil Engineer	
Rate		\$ 225.00		\$ 151.00		\$ 188.00		\$ 87.00		\$ 238.00		\$ 139.00		\$ 135.00		\$ 198.00		\$ 260.00		\$ 130.00	
Task #	Name of Task	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total	Hours	Effort Total
1	Project Management	48	\$ 10,800.00	240	\$ 36,240.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2	Data Collection and Existing Conditions Analysis	4	\$ 900.00	16	\$ 2,416.00	16	\$ 3,008.00	48	\$ 4,176.00	4	\$ 952.00	24	\$ 3,336.00	16	\$ 2,160.00	4	\$ 792.00		\$ -	16	\$ 2,080.00
3	Detailed Multimodal Analysis																				
3.1	Existing and Future Conditions Analysis	4	\$ 900.00	16	\$ 2,416.00	16	\$ 3,008.00	24	\$ 2,088.00	16	\$ 3,808.00	20	\$ 2,780.00	0	\$ -		\$ -		\$ -	16	\$ 2,080.00
3.1.1	Field Visit and Data Collection	4	\$ 900.00	8	\$ 1,208.00	4	\$ 752.00	16	\$ 1,392.00	0	\$ -	40	\$ 5,560.00	40	\$ 5,400.00	4	\$ 792.00		\$ -	24	\$ 3,120.00
3.1.2	Base Synchro Model	2	\$ 450.00	4	\$ 604.00		\$ -		\$ -	16	\$ 3,808.00	64	\$ 8,896.00	24	\$ 3,240.00		\$ -		\$ -		\$ -
3.1.3	Future Synchro Model	2	\$ 450.00	4	\$ 604.00		\$ -		\$ -	16	\$ 3,808.00	64	\$ 8,896.00	24	\$ 3,240.00		\$ -		\$ -		\$ -
3.2	Multimodal Analysis	8	\$ 1,800.00	40	\$ 6,040.00	40	\$ 7,520.00	120	\$ 10,440.00	16	\$ 3,808.00	40	\$ 5,560.00	24	\$ 3,240.00		\$ -		\$ -		\$ -
4	Public Engagement																				
4.1	Stakeholder Meetings	60	\$ 13,500.00	96	\$ 14,496.00	8	\$ 1,504.00	0	\$ -		\$ -	8	\$ 1,112.00		\$ -		\$ -	36	\$ 9,360.00	8	\$ 1,040.00
4.2	Workshops (2)	12	\$ 2,700.00	24	\$ 3,624.00	5	\$ 940.00	5	\$ 435.00		\$ -	5	\$ 695.00		\$ -		\$ -	24	\$ 6,240.00		\$ -
4.3	Public Hearings	8	\$ 1,800.00	16	\$ 2,416.00	0	\$ -	0	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
4.4	Enhanced Community Interaction																				
	Walking Tours	16	\$ 3,600.00	16	\$ 2,416.00	0	\$ -	0	\$ -		\$ -	16	\$ 2,224.00		\$ -		\$ -	8	\$ 2,080.00		\$ -
	Surveying	0	\$ -	0	\$ -	8	\$ 1,504.00	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	0	\$ -		\$ -
5	Conceptual Design Alternatives																				
5.1	Initial Conceptual Alternative Design	4	\$ 900.00	48	\$ 7,248.00	0	\$ -	36	\$ 3,132.00		\$ -	12	\$ 1,668.00		\$ -		\$ -	80	\$ 20,800.00	12	\$ 1,560.00
5.2	Concept Refinement and Preferred Design Schematic	8	\$ 1,800.00	64	\$ 9,664.00	0	\$ -	30	\$ 2,610.00		\$ -	24	\$ 3,336.00		\$ -		\$ -	60	\$ 15,600.00	24	\$ 3,120.00
6	Cost Estimates	8	\$ 1,800.00	48	\$ 7,248.00	0	\$ -	24	\$ 2,088.00		\$ -		\$ -		\$ -	24	\$ 4,752.00	0	\$ -	80	\$ 10,400.00
7	Segment Construction Prioritization	24	\$ 5,400.00	60	\$ 9,060.00		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 2,376.00	0	\$ -	56	\$ 7,280.00
8	Final Report	24	\$ 5,400.00	60	\$ 9,060.00	0	\$ -	28	\$ 2,436.00	12	\$ 2,856.00	12	\$ 1,668.00		\$ -	16	\$ 3,168.00	60	\$ 15,600.00		\$ -
	Totals	236	\$ 53,100.00	760	\$ 114,760.00	97	\$ 18,236.00	331	\$ 28,797.00	80	\$ 19,040.00	329	\$ 45,731.00	128	\$ 17,280.00	60	\$ 11,880.00	268	\$ 69,680.00	236	\$ 30,680.00

Revised: 10/31/2019

## **HOURLY BILLING RATES FOR TASK ORDERS**

<b><u>The Corradino Group</u></b>		
<b><u>Role</u></b>	<b><u>Rate</u></b>	<b><u>Discipline</u></b>
Principal-in Charge	\$ 225.00	Visioning/Public Engagement, Conceptual Design Alternatives
Project Manager	\$ 151.00	Visioning/Public Engagement, Urban Design and Complete Streets, Multimodal Traffic and Safety Analysis, Conceptual Design Alternatives, Cost Estimation and Inspection Schedule
Senior Planner	\$ 188.00	Urban Design and Complete Streets
Assistant Planner	\$ 87.00	Urban Design and Complete Streets
Lead Traffic Engineer	\$ 238.00	Multimodal Traffic and Safety Analysis
Traffic Engineer	\$ 139.00	Multimodal Traffic and Safety Analysis
Junior Traffic Engineer	\$ 135.00	Multimodal Traffic and Safety Analysis
Lead Civil Engineer	\$ 198.00	Resiliency and Engineering Review; Cost Estimation and Inspection Schedule
Lead Architect	\$ 260.00	Visioning/Public Engagement, Conceptual Design Alternatives
Civil Engineer	\$ 130.00	Resiliency and Engineering Review

<b><u>Plus Urbia, LLC</u></b>		
<b><u>Role</u></b>	<b><u>Rate</u></b>	<b><u>Discipline</u></b>
Manager/Lead Urban Designer	\$ 200.00	Urban Design and Complete Streets, Visioning/Public Engagement, Conceptual Design Alternatives
Senior Urban Designer	\$ 175.00	Urban Design and Complete Streets
Senior Urban Designer	\$ 175.00	Urban Design and Complete Streets
Senior Urban Designer	\$ 175.00	Urban Design and Complete Streets, Multimodal Traffic and Safety Analysis
Urban Designer	\$ 150.00	Urban Design and Complete Streets
Urban Designer	\$ 150.00	Urban Design and Complete Streets
Urban Designer	\$ 150.00	Urban Design and Complete Streets

Miller, Legg & Associates, Inc.		
<u>Role</u>	<u>Rate</u>	<u>Discipline</u>
Lead Landscape Architect	\$ 240.00	Landscape Architecture and Design
Landscape Architect	\$ 155.00	Landscape Architecture and Design, Conceptual Design Alternatives, Resiliency and Engineering Review
Junior Landscape Architect	\$ 105.00	Landscape Architecture and Design
Lead Surveyor	\$ 140.00	Surveying
Field Technician	\$ 110.00	Surveying

Garth Solutions, Inc.		
<u>Role</u>	<u>Rate</u>	<u>Discipline</u>
Public Engagement	\$ 120.00	Visioning/Public Engagement