

AGREEMENT

between

City of Fort Lauderdale

and

ACAI Associates, Inc.

for

ARCHITECTURAL DESIGN & CONSTRUCTION ADMINISTRATION  
CONSULTANT SERVICES

for

CITY OF FORT LAUDERDALE FIRE STATION No. 13

THIS IS AN AGREEMENT made and entered into this 7th day of April, 2020, by and between:

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

and

ACAI Associates, Inc., a Florida Corporation  
(hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of April 7, 2020 authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY, (collectively, the "Parties"), authorizing the performance of Architectural Design & Construction Administration for Fire Station No.13, RFQ No.946-11424 (the "Agreement") ; and

WHEREAS, the CONSULTANT responded to the CITY's Solicitation No. 946-11424 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 April 7, 2020 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 CHANGE ORDER: A written order to the CONSULTANT 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.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: **ACAI Associates, Inc.**, the CONSULTANT selected to perform Architectural Design & Construction Administration Consultant Services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Public Works Director of the CITY, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 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.
- 1.14 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.
- 1.15 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 architect or 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.

- 1.16 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.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 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.

- 1.24 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, Office of the City Engineer, City of Fort Lauderdale.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs of the Project.
- 1.26 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.
- 1.27 TASK ORDER: A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the CITY.
- 1.28 TIME OF COMPLETION: Time in which the entire work under this Agreement 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

- 3.1 CONSULTANT shall perform the following professional services: Architectural Design & Construction Administration for Fire Station No.13 as more specifically described 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 CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing 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 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 CONSULTAN and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

#### ARTICLE 5 TASK ORDERS FOR ADDITIONAL 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 CITY with litigation support services arising from the planning, development, or construction.
- 5.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.4 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 the 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

### TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon 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 in Exhibit "A," Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
  - 6.5.1 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 Six Hundred Sixty Thousand Five Hundred Eighty Five Dollars/No Cents (\$660,585.00), for all related task orders. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to the 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, non-salary 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 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 Payment will be made to CONSULTANT at:  
2937 W. Cypress Creek Rd.  
Suite 200  
Fort Lauderdale, Fl. 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 and authorized by a judge. During the pendency of any dispute, CONSULTANT shall continue to 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 the 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 the 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 additional 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 all claims regarding interpretation of the Construction Documents, and on all 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 per Task Order.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.
- 10.5 The Schematic Design will be based on the current Fire Station 13 site. It is understood that the requirements identified in the CITY's Unified Land Development Code (ULDR) cannot be met due to the size of the existing site to accommodate the proposed size of the new fire station within the current zoning requirements including but not limited to property line setbacks, parking, landscaping and height limitations. The CITY shall assist the CONSULTANT in obtaining a waiver of these requirements and approval from the CITY's Planning and Zoning Department. The CITY recognizes that If any of the current requirements cannot be waived, as needed, the size of the building will need to be modified. If the CITY authorizes the CONSULTANT to proceed with Design prior to receiving this waiver and the waiver is not approved any resulting redesign will be completed as additional services.

## 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 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 and accepted by the CITY 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 and/or accepted.

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

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

#### 11.5 MINORITY 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/WBE) 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 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

Basulto Management Consulting, Inc. (BMC)

Delta G Consulting Engineers, Inc.

S & F Engineers, Inc.

Craven Thompson & Associates, Inc.

The Spinnaker Group

Edward Dugger + Associates, P.A.

Multivista

Langan Engineering and Environmental Services, Inc.

## 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, with the exception of those subconsultants listed below. Said consultants can only be changed with prior CITY written approval.

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 claims, 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 Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any

sums due the 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 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 11.10 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 may not submit a bid on a contract to provide any goods or services to the City; may not submit a bid on a contract with the City for the construction or repair of a public building or public work; may not submit bids, on leases of real property to the City; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO 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.

#### 11.11 INSURANCE

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

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

The following insurance policies and coverages are required:

**11.11.1 Commercial General Liability**

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

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

Policy must include coverage for contractual liability and independent contractors.

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

**11.11.2 Business Automobile Liability**

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

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

**11.11.3 Professional Liability and/or Errors and Omissions**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

11.11.6 Compliance with the foregoing requirements shall not relieve the

CONSULTANT of its liability and obligation under this section or under any other section of this Agreement.

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

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

#### 11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

#### 11.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written



document executed with the same formality and of equal dignity herewith.

#### 11.14 CONSULTANT'S STAFF

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

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

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

#### 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 the Agreement

#### 11.17 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.

#### 11.18 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.

#### 11.19 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.

#### 11.20 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.

#### 11.21 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.

#### 11.22 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 subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

#### 11.23 PRIORITY OF PROVISIONS

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

#### 11.24 APPLICABLE LAW AND VENUE

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

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

#### 11.25 EXHIBITS

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

#### 11.26 ONE ORIGINAL AGREEMENTS

This Agreement shall be executed at least one (1), 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: Chief Engineer  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5772

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

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

CONSULTANT: Adolfo J. Cotillo, Jr., President  
ACAI Associates, Inc.  
2937 W. Cypress Creek Rd.  
Suite 200  
Fort Lauderdale, Fl. 33309  
Telephone : 954-484-4000

#### 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 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes

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

#### 11.34 PUBLIC RECORDS

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

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.

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

**CITY:**

CITY OF FORT LAUDERDALE,  
a Florida municipality

ATTEST:

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

By \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM, ICMA-CM  
City Manager

Approved as to form:

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



**CONSULTANT:**

ACAI ASSOCIATES, INC.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Witness print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Witness print name)

(CORPORATE SEAL)

By \_\_\_\_\_  
Adolfo J. Cotillo, Jr., President

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Adolfo J. Cotillo, Jr. as President for ACAI ASSOCIATES, INC., a Florida corporation.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of  
Notary Public)

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

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES / BACKGROUND/ PROJECT DESCRIPTION**

#### **A. SUMMARY:**

CONSULTANT shall perform the following professional services related to a contract for Architectural Consultant Services and Construction Administration for Fire Station No. 13 which includes, but is not limited to, following services:

- Prepare architectural design for the building and other site structures.
- Prepare preliminary plans and elevations, renderings, general features.
- Prepare final working drawings including architectural drawings, engineering calculations and drawings, plans for details such as engineering civil, structural, mechanical, plumbing, ventilation, fire suppression and lighting features along with any required calculations.
- Recommend and suggest materials, construction and necessary adjustments in architectural design to fit structural requirements.
- Inspect construction in the field and insure conformity with plans and material specifications.
- Process Request for Information, submittals, shop drawings, change orders, pay applications, inspection reports and maintain current logs of each.
- Provide construction management and inspection.
- Complete field visits during construction and provide field reports.
- Review contractors pay applications.
- Design to Leadership in Energy and Environmental Design (LEED) requirements.
- Research and consideration of potential impacts of high tides and sea level rise on the construction site, first floor elevation, parking lot elevation, building systems and related storm water drainage as part of the overall design.
- Consider design opportunities to prepare project site for future expansion for incorporation of solar and electric-vehicle charging.
- Prepare conceptual design documents and project information for Development Review, Planning & Zoning and City Commission approval.
- Attend meetings related to obtaining Development Review approval.

#### **INTRODUCTION AND BACKGROUND:**

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

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

CONSULTANT will coordinate the preparation of construction documents, including engineering calculations and drawings and plans for details such as mechanical, plumbing, ventilation, fire suppression, and lighting features.

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

CONSULTANT may also be required to provide overall coordination and management.

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

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

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

## **PROJECT DESCRIPTION:**

The new Fire Station No. 13 is to be located at its current location in Hugh Taylor Birch State Park at 2871 E. Sunrise Boulevard (**Attachment 1**). The proposed station is to be a Battalion Station of approximately 12,000 square feet with three bays housing twelve firefighters. The new facility is proposed as a two or three-story structure. The final configuration will be determined following programming and schematic design.

The new station is to be located in near proximity to the road with heavy traffic and the designer needs to take soundproofing into consideration. In addition, design is to be

LEED Certified and will incorporate sustainability, energy saving, and resiliency features related to climate issues. This may include, but should not be limited, to design elements which address water conservation, energy efficiency, effective recycling of waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation should be considered such as addressing water shedding off the building with increasing rainfall, enhanced storm water drainage, expanded electrical panels and controls, enhanced roof structure for current or future installation of solar, electrical conduit in the parking lot for current or future installation of electric vehicle charging stations and review of site elevation in the context of future sea level rise and coastal flooding associated with high tides. Site design should feature Florida-Friendly native landscaping consistent with its location near the ocean and in the park, which provides durability, low maintenance, wildlife habitat, shading of the structure, and reduction of urban heat island effects.

#### **DESIGN PLANS AND SPECIFICATIONS:**

The work to be performed shall include preparation of construction drawings and specifications for bidding and construction. Consultant services shall include but not limited to programming, planning, design, preparation of construction documents, construction cost estimating, permitting, bidding assistance, and post design services during construction including RFI assistance and construction administration. Inspection services will be provided by the City of Fort Lauderdale Building Department.

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

- 1. Architecture**

Overall planning and design including preparation of drawings & specifications

Project Management including coordination of design team consultants

- 2. Landscape Architect**

Landscape and irrigation planning and design.

- 3. Civil Engineering**

Preparation of drawings and specification for site improvements within the project boundaries to accommodate new parking, storm water drainage which considers future sea level rise and more extreme rainfall events, and other improvements.

- 4. Mechanical Engineering**

Design and preparation of drawings & specifications for HVAC and mechanical systems with an emphasis on energy efficient systems and experience with renewable energy installations.

**5. Electrical and Plumbing Engineering**

Design and preparation of drawings & specifications for electrical and plumbing systems with an emphasis on water conservation, energy efficient fixtures and experience with renewable energy installations.

**6. Structural Engineering**

Design and preparation of drawings and specification for building and site structures. Provide structural threshold inspection services during construction as required by the latest Building Code.

**7. Fire Protection Engineering**

Design and preparation of drawings and specifications for fire-protection systems in building.

**8. Construction Management Services**

Provide construction contract administration and periodic inspections.

**9. LEED Consultant**

Oversee the project in compliance with LEED requirements to achieve the lowest level of LEED Certification.

**B. SPECIFIC SCOPE OF SERVICES AND DELIVERIBLES FOR FIRE STATION No. 13  
CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

**GENERAL REQUIREMENTS**

**AREA LOCATION AND DESCRIPTION OF WORK**

Services shall be provided to design all improvements and deliver comprehensive construction documents for a complete Fire Station 13 building, all parking areas, traffic control, Right-of-Way (ROW) accesses, as well as ROW concepts to facilitate the access to the proposed site by vehicles or pedestrians. The proposed address for Fire Station 13 is to be located at its current location in Hugh Taylor Birch State Park at 2871 E. Sunrise Boulevard.

**1. DESIGN STANDARDS**

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

- City of Fort Lauderdale Unified Land Development Regulations, Planning & Zoning Development Standards

- LEED Standards (current edition at the time of permitting)
- Florida Building Code (current edition at the time of permitting) and all trade codes related thereto
- Florida Fire Prevention Code (current edition at the time of permitting)

## **2. QUALITY CONTROL**

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

## **3. PROJECT DESIGN SCHEDULE**

3.1 CONSULTANT shall provide a design schedule to the City's Project Manager within ten (10) business days after the Notice-to-Proceed and prior to CONSULTANT beginning work. Schedule to include dates for submittal of schematic design, various design development phases, permitting, construction documents, anticipated design review timeframes, etc.

3.2 CONSULTANT shall submit monthly status reports indicating progress of the design and conformance with the project design schedule. It is understood that the schedule is a dynamic tool and maybe adjusted as required, due to outside agency input.

## **4. COORDINATION AND PERMITS**

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

- CITY of Fort Lauderdale Department of Sustainable Development
- Broward County Environmental Licensing and Building Permitting
- Broward County Transportation Rail Start-Up, Systems Integration & O & M

## **PROJECT MANAGEMENT**

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

CONSULTANT shall attend monthly (or as required by the CITY) progress meetings with the CITY and CITY staff to keep the CITY abreast of the project progress. CONSULTANT shall record minutes of all meetings. The minutes shall address action items and the responsible parties. The CITY shall review and approve all minutes.

Minutes shall be submitted to all attendees within five (5) days of the meeting date. The meetings will be held in the CITY of Fort Lauderdale, CITY Hall building.

CONSULTANT shall organize and attend utility coordination meetings.

CONSULTANT shall, under the direction of the CITY, prepare the necessary exhibits for and attend one (1) public outreach meeting to communicate the scope and impact of the project to the affected public.

## **SUBMITTALS**

### **1. GENERAL INFORMATION**

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

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

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

### **2. GENERAL REQUIREMENTS**

All submittals shall be made to the CITY's Project Manager. A Capital Improvement Project generally consists of a (1) schematic design, (2) design development and (3) construction document submittal to the CITY for review, comment and final approval. CONSULTANT shall be responsible for submitting plans, conducting coordination with, and obtaining approvals/permits from all CITY and non- CITY departments/agencies, having an interest or jurisdiction over this project. All fees shall be paid by the CITY for actual permit costs incurred. CONSULTANT shall request reimbursement of permit

fees through the application for payments. A permit allowance shall be included in the proposed fee schedule.

## **DESIGN PHASE SPECIFIC SCOPE OF SERVICES AND DELIVERABLES**

### **Task 1 PREDESIGN / PROGRAMMING**

- 1.1. CONSULTANT shall develop a project program based upon information gathered from the Fire Department and CITY's Project Manager. This building program shall include, at a minimum, the following:
  - 1..1.1. The activities, functions, and spaces required in the building.
  - 1..1.2. Required size, use, occupancy, and furnishings/equipment requirements of all spaces.
  - 1..1.3. Required relationships of spaces to other spaces.
  - 1..1.4. Required utility services for all spaces.
  - 1..1.5. Environmental requirements of all spaces.
  - 1..1.6. Traffic/circulation requirements within the building and onsite.
  - 1..1.7. Building service requirements.
  - 1..1.8. Tabulation of net areas.
  - 1..1.9. Calculation of probable gross building area(s).
- 1.2. Conceptual cost estimate/budget.
- 1.3. Preliminary project schedule.
- 1.4. Governmental constraints assessment, building code and zoning constraints and other legal aspects of the project.
- 1.5. Sustainability rating for the LEED certification.
- 1.6. Prepare topographic survey, including utility locations, utilizing North American Vertical Datum of 1988 (NAVD 88). Survey will include all aboveground and accessible underground features. Results of survey to be plotted at a scale of 1"=20" or as appropriate.
- 1.7. CONSULTANT shall identify required agency approvals and permitting requirements including local zoning and development regulations with the CITY's assistance.
- 1.8. CONSULTANT shall review the program and other information obtained and meet with the CITY's Project Manager to discuss any inconsistencies between the program, the information obtained and the City's project budget and to review the City's Cad Standards.
- 1.9. CONSULTANT shall provide a Design Phase Schedule in Microsoft Project including tasks to be completed during design phases including QA/QC review, estimated permitting time, deliverable dates, other milestones including submittal review time by the City (minimum 7 days).
- 1.10. CONSULTANT shall assist the CITY in developing pre-qualification criteria to be used in a Contractor pre-qualification process, reviewing proposer qualifications and recommending acceptance or rejection of pre-qualified proposers based on compliance with the pre-qualification criteria.
- 1.11. CONSULTANT shall assist the CITY developing the Owner's Project Requirements (OPR) to define the CITY's intent with respect to building



purpose, occupancy, operating hours, indoor conditions (humidity, temperature, ventilation, IAQ, etc and develop Commissioning Plan to include pre-functional checklists and functional performance tests for commissionable systems.

## **TASK 2 SCHEMATIC DESIGN**

- 2.1. Prior to commencing any work, CONSULTANT shall visit the site with CITY's Project Manager to obtain an understanding of the site and complete field investigations to verify and document existing conditions in the area of work.
- 2.2. CITY shall provide all available record drawings from the CITY and other agencies as necessary.
- 2.3. CONSULTANT shall obtain and incorporate, where necessary, any available reports, studies, and plans.
- 2.4. CONSULTANT shall perform all field tests, laboratory tests and collect all necessary data including but not limited to boundary and topographic survey, geotechnical/soils report, and any additional data required for the completion of the design and permit of the project.
- 2.5. CONSULTANT shall be responsible for survey control. The datum shall be as required by the CITY and Permit Agencies (NAVD 88).
- 2.6. CONSULTANT shall obtain a topographic survey to locate all above ground and accessible underground features, and finished floor elevations (as applicable). The survey shall also include elevations of above and underground features that may have an impact on the project.
- 2.7. CONSULTANT shall prepare a base map that shall include all the survey, native plant inventory and utility data.
- 2.8. CONSULTANT shall conduct a geotechnical investigation and provide a hard copy as well as an electronic version in CD of the report to the CITY's Project Manager. This report will be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
- 2.9. CONSULTANT shall advise the CITY of any additional testing or surveys that may be required prior to the development of plans and specifications.
- 2.10. CONSULTANT shall prepare a preliminary evaluation (Due Diligence Study) of the project and its budgetary constraints and review with the CITY's Project Manager any inconsistencies between program requirements and budget limitations.
- 2.11. CONSULTANT shall coordinate and schedule pre-application meetings with applicable permitting agencies to ensure that the proposed design complies with applicable regulations, codes and standards including CITY's own codes and ordinances. Meeting minutes shall be documented and submitted to the CITY.
- 2.12. CONSULTANT will participate in reviews of schematic design documents and pre-application meetings with various CITY departments and outside agencies. Attend one (1) public information meeting, revise design concept, if necessary,

based on input from the community and CITY staff. Attend meetings and make presentations required to obtain CITY of Fort Lauderdale Development Review Committee and other Planning and Development approvals.

- 2.13. The design team will participate in reviews of schematic design documents with various CITY departments and outside agencies.
- 2.14. CONSULTANT shall attend a coordination meeting with CITY's Public Works, Engineering Division to review CITY's CAD standards.
- 2.15. Based on above, CONSULTANT shall prepare schematic design studies resulting in a design concept. The Schematic Design documents shall include, at a minimum, the following:

#### Plans (1/8" scale as approved Floor Plans)

- Showing space relationships
- Identification of rooms/spaces with room size
- Identification of mechanical/electrical/IT spaces
- Overall site and building dimensions
- Roof plans showing equipment location, access, drainage and pitch
- Identification of proposed structural systems

#### Elevations

- All exterior elevations showing fenestration and vent dimensions.
- II. Material identification and color
- A building perspective drawing

#### Sections

- Longitudinal section
- Cross section

#### Site Plan

- Building location and orientation
- Automobile parking lot, including handicap spaces
- Drives/walkway/hardscape
- Landscape areas.
- Security considerations, e.g., site lines
- Zoning, including adjacent parcels

#### Special systems

- Exterior wall construction
- Energy conservation considerations and introduction of sustainable strategies (i.e. reflective roof, solar panels for water heaters, etc.)
- General interior finish schedule, identifying carpeted areas and other floor finishes, wall finishes and ceiling materials
- Acoustical site design, soundproofing and vibration

- Building operation systems (IEQ systems) such as HVAC, Controls, building envelope, domestic hot water and lighting

#### Construction Cost Estimate

- If estimate is not within budget, items shall be identified that will bring cost down to budget for review and approval. The cost estimate shall be submitted with the schematic drawings.

#### Code Analysis

- Including areas where variances would be required and reasons why compliance would be difficult.

#### Leadership in Energy and Environmental Design (LEED) Preliminary Analysis

- Prepare a preliminary analysis for elements needed in the project to achieve LEED certification.

- 2.16. Schematic Design Documents – CITY shall inform CONSULTANT within 14 days of receiving the submittal on how to proceed with the proposed design. CONSULTANT shall attend a coordination meeting with CITY to finalize the Schematic Design Drawings. CONSULTANT shall also obtain all necessary approvals from the CITY prior to proceeding with the design. CONSULTANT shall prepare and submit meeting minutes.
- 2.17. Opinion of Probable Cost – CONSULTANT shall prepare an opinion of probable cost at Schematic Design and make the changes to the design if needed to have it within the proposed budget.
- 2.18. Project Schedule – CONSULTANT shall deliver a schedule in Microsoft Project of the work break down as part of this submittal package for CITY review and approval. Schedule shall include at a minimum deliverable's dates, milestones, QA/QC time, and permitting timeframes. CITY review time frame shall be not less than 7 business days per submittal.
- 2.19. CONSULTANT shall provide three (3) original sets of the schematic design package, together with an electronic copy in CD for review and comment by the CITY.
- 2.20. CONSULTANT shall coordinate and schedule pre-application meetings with applicable permitting agencies to ensure that the proposed design complies with applicable regulations, codes and standards including CITY's own codes and ordinances. Meeting minutes shall be documented and submitted to the CITY.

### **Task 3 DESIGN DEVELOPMENT**

- 3.1. Based on the approved SCHEMATIC DESIGN, CONSULTANT shall prepare the Design Development (DD) documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical and any special systems.

In addition, color boards of room finish materials will also be presented. DD submittal shall include, at a minimum, the following:

Plans (1/8" = 1'0" scale unless noted)

- Dimensioned floor plans showing partitions, doors, windows and columns
- Enlarged plans of special areas.
- Reflected ceiling plans showing lighting layout and mechanical diffusers
- Roof plan(s) showing equipment, drains, hatches and traffic treads
- Enlarged mechanical room plans showing major mechanical equipment to scale and equipment service space (e.g., filter pulls, etc.)
- Mechanical plans showing main (primary) duct distribution and equipment schedules.
- Structural plan(s) showing major framing members and columns, dimension column grid, typical floor and roof
- LEED analysis and evaluation elements and costs
- Electrical plans showing power distribution, fixture and equipment schedule, special systems diagrams, including telephone and data systems

Elevations (1/8" = 1'0" scale)

- Same elevations as called for in Schematic Design phase, but showing (identifying) all materials, colors, light fixtures, louvers, roof mounted equipment, penthouses, downspouts, etc.
- Interior elevations of special areas

Sections

- Typical wall section through solid exterior walls at 1/2" = 1'0" scale
- Typical exterior wall section through window/store front construction at 1/2" = 1'0". Wall sections shall show materials, beam bearing, roof construction, sills and head conditions and floor foundation connection.
- Cross section and longitudinal sections at 1/8" = 1'0" showing roof and floor construction, ceiling height and major duct space
- Interior finish and door schedules with color and material palette.

Site Plan In addition to Schematic Design information, provide:

- Grading and drainage
- Utility service entrance points
- Landscape plan/Irrigation plan
- Site lighting; including submittal of light fixture cut sheets
- Pavement, pedestrian walkways, apron access ways and similar improvements.

### Specification

- Supplementary General Conditions or Project Procedures and Details.
- Index of final specifications
- CITY shall provide their Standard Front End Documents for review and incorporation into this submittal.

### Code Evaluation

- Written report of preliminary reviews with the Sustainable Development Department
- CONSULTANT shall have filed for and received disposition of variances identified in the Schematic Design phase

### Construction Cost Estimate

- Statement of construction cost and certification that project is within budget. CONSULTANT shall identify acceptable alternatives to keep the cost of construction within the project budget. These alternatives shall be submitted with DD submittal.

### Update the project Design Schedule

- 3.2. CONSULTANT, including sub-CONSULTANTS (as necessary) will be required to participate in reviews of design development documents with various CITY departments and outside agencies. CONSULTANT shall provide a report of the review comments to the CITY's Project Manager, including comments addressed from the CITY's Sustainable Development Department reviews.
- 3.3. CONSULTANT shall prepare preliminary bid documents with a list of technical specifications section.
- 3.4. Design Development Construction Documents – CITY shall inform CONSULTANT within 14 days of receiving the DD submittal on how to proceed with the proposed design. CONSULTANT shall attend a coordination meeting with CITY to finalize the Design Development package. CONSULTANT shall also obtain all necessary approvals from the CITY prior to proceeding with the design. CONSULTANT shall prepare and submit meeting minutes.
- 3.5. Cost Estimate – CONSULTANT shall prepare the cost estimate at DD of the construction drawings development, propose and make the changes to the design if needed to have it within the proposed budget.
- 3.6. Project Schedule – CONSULTANT shall deliver an updated schedule in Microsoft Project of the work break down as part of this submittal package for CITY review and approval. Schedule shall include at a minimum deliverable's dates, milestones, QA/QC time, and permitting timeframes. CITY review time frame shall be not less than 7 business days per submittal.

- 3.7. CONSULTANT shall provide three (3) original sets of the Design Development package, together with an electronic copy in CD for review and comment by the CITY.

#### **TASK 4 CONSTRUCTION DOCUMENTS & SPECIFICATIONS**

- 1.1. After the design documents and construction cost estimates receive written approval from the CITY Project Manager, CONSULTANT shall prepare construction drawings, plans and specifications to include structural, mechanical, electrical, civil, landscape and other elements as appropriate (telephone, data, security, fire alarm, fire protection, Multivista photography service, etc.) to allow for the bidding and construction of the project. CONSULTANT shall coordinate specifications and drawings, prepare the construction drawings based on Design Development Drawings. Drawings will include final mark-ups made by the CITY (including 50% and 100% markups) and all regulatory agencies' comments shall be implemented. CONSULTANT shall apply sustainable design principles. After 50% plans have been completed, an initial "dry run" of the plan set shall be submitted to the CITY's Department of Sustainable Development which will provide additional information regarding any further steps that may need to be included, changes, and other appropriate adjustments. Additionally, CONSULTANT shall conduct and respond to constructability reviews made by CITY on the 100% completion of submitted drawings.
- 1.2. Consultant shall prepare cost estimates at 50% and 100% completion of construction documents and specifications. Consultant shall make the changes to the design if necessary to bring it within the project budget.
- 1.3. Project Schedule – CONSULTANT shall deliver an updated schedule in Microsoft Project of the final project schedule.
- 1.4. CONSULTANT shall work with the CITY to provide permit drawings for submittal to the CITY of Fort Lauderdale Sustainable Development Department, Building Services Division. CONSULTANT shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.
- 1.5. CONSULTANT shall coordinate the preparation of the technical specifications with the CITY of Fort Lauderdale standard General Conditions for format and content consistency.
- 1.6. All comments from the construction document review shall be resolved and CONSULTANT shall deliver a complete set of contract documents signed and sealed by a CONSULTANT licensed to practice in the State of Florida to the CITY. CONSULTANT shall obtain any other approvals required prior to submitting final plans to the CITY. This item includes responding to all permit agencies comments. This item does not include permits fees, which are reimbursable expenses paid per contract agreement clauses.
- 1.7. After completion of the construction documents, CONSULTANT shall coordinate with the CITY's Project Manager to arrange for duplication of final review sets. Three (3) original signed and sealed set of plans, specifications, special provisions, cost estimate, engineering and other design calculations,

LEED design report, together with an electronic copy for review and comment by the CITY.

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

- Original drawings with original seals on 24"x36" sheets
- Original calculation reports with original seals on 8.5"x11" sheets
- Original Technical Specifications

- 1.8. CONSULTANT shall apply and obtain all necessary building permits and Planning and Zoning approval required for construction of this Project. CONSULTANT shall assist the Contractor in applying for and respond to comments as necessary for the Contractor to obtain all necessary construction permits.
- 1.9. CONSULTANT shall prepare a preliminary construction schedule and coordinate the final bid documents and technical specification section with the CITY's Project Manager for preliminary review prior the Bidding Services phase starts.
- 1.10. The CITY will be responsible for the reproduction and distribution of bidding documents.
- 1.11. CONSULTANT shall deliver final digital copy of drawings and technical specifications as well as other contract documents prepared under this Agreement to the CITY's Project Manager prior to receiving the final payment for Construction Documents and Specifications task.

## **TASK 5 PERMITTING / BIDDING SERVICES**

During the bidding phase, CONSULTANT shall attend and participate in the project pre-bid conference with prospective bidders and address technical questions posed by prospective contractors. CONSULTANT shall make services available to the CITY to answer in writing to all CITY and bidder's questions regarding the bidding of the Project, and prepare and distribute upon approval by the City's Project Manager, all addenda for the Project regarding interpretation of the plans, specifications and if necessary, review alternatives for approved equal product (shop drawings) submittals. CONSULTANT shall develop and provide to the CITY all required project addenda during the bidding phase.

The City will receive the bids and CONSULTANT will receive a copy of the bids from the City. CONSULTANT shall review and evaluate the bids and provide bid tabulation letter with recommendations to the City for an award.

## **TASK 6 CONSTRUCTION ADMINISTRATION**

- 1.1. CONSULTANT shall attend and record minutes of the pre-construction conference as scheduled by the CITY's Project Manager.

- 1.2. CONSULTANT shall review all shop drawings, samples and other submittals within 10 business days of receipt of the item to determine compliance with the drawings and specifications. CONSULTANT shall note approval or disapproval on the items and retain two copies for the project record.
- 1.3. CONSULTANT shall provide a written response to all requests for clarification and interpretation by the contract documents during construction within seven business days unless granted an extension by the CITY's Project Manager.
- 1.4. CONSULTANT shall visit the construction site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary or as the CITY requests in order to enable CONSULTANT to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, CONSULTANT shall advise CITY whether (i) the Work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). CONSULTANT shall keep the CITY informed of the progress of the work in the manner and frequency requested by the CITY.
- 1.5. CONSULTANT shall conduct field observations of all disciplines involved including any required threshold inspection, resolving on-site problems and answering technical questions as construction progresses.
- 1.6. CONSULTANT shall attend bi-weekly construction meetings for the entire duration of the construction phase, including preparation of meeting addenda and minutes and provide written reports of on-site observations of the Work at the request of the CITY's Project Manager.
- 1.7. CONSULTANT shall review Contractor's pay applications request and verify construction schedule and critical path.
- 1.8. CONSULTANT shall review contractor's change order requests and claims and forward recommendations and cost evaluations of the change order or claim to the CITY's Project Manager.
- 1.9. CONSULTANT shall co-prepare a final punch list with the CITY's Project Manager; participate in final inspections, equipment and system start-ups as necessary. CONSULTANT shall coordinate and deliver from the contractor all written guarantees, bonds, warranties, parts lists, and operations and maintenance manuals to the CITY's Project Manager. CONSULTANT shall be responsible for providing special inspections required by the design project, if applicable; CONSULTANT shall provide written reports and inspection logs. This includes special inspection for concrete, structural masonry, and bolts installed in concrete. Payment for such services will be through a reimbursable allowance.
- 1.10. CONSULTANT shall supervise LEED consultant and Contractor to assure successful compliance of the requirements of the modeling, commissioning any other element pursuant to the implementation and LEED certification or equivalent building certification of the building. Including supervising of mechanical, electrical, plumbing and any other disciplines involved in order to achieve compliance.



- 1.11. At the completion of construction, a clean set of all red-lined record changes, indicating as-built conditions, shall be provided by the contractor to CONSULTANT for final review and approval as part of the Project close out process.
- 1.12. CONSULTANT, in coordination with the contractor, shall provide all required project certifications and project close out for all aspects of the Project defined within the scope of consulting services including LEED certified level.

**Deliverables:**

Deliverables for this Project shall consist of the following:

**Task 1      Predesign / Programming Submittal**

Project Program.

Conceptual cost estimate/budget.

Preliminary project schedule.

Governmental constraints assessment, building code and zoning constraints and other legal aspects of the project.

Sustainability rating for the LEED certification.

Topographic survey, including utility locations, utilizing North American Vertical Datum of 1988 (NAVD 88). Survey will include all aboveground and accessible underground features. Results of survey to be plotted at a scale of 1"=20" or as appropriate.

List of permitting / approvals required for the project

Owner's Project Requirements (OPR)

**Task 2      Schematic Design Submittal**

As-Built Drawings

Schematic Design Documents

Boundary and Topographic Survey

Phase I Environmental Site Assessment Geotechnical Report

List of Additional Testing or Surveys that may be required for the project

Preliminary Evaluation (Due Diligence Study) Including Budget Review

Project Schedule

Opinion of Probable Cost

Obtaining all approvals required for the Schematic Design Drawings provided by the City. CONSULTANT is responsible to make changes to the Schematic Design Drawings if required by permitting or grant agencies.

**Task 3      Design Development Submittal**

Design Development Plans and Documents at 60%  
Design Development Plans and Documents at 100%  
Updated Construction Cost Estimate  
Updated Project Schedule  
Preliminary Bid Documents / List of Technical Specifications  
Report of preliminary review meetings with agencies

**Task 4      Construction Documents & Specifications Submittal**

Construction Plans & Documents (including, but not limited to, Specifications, Calculations, Construction Cost Estimate, etc.) @ 60%  
Construction Plans & Documents (including, but not limited to, Specifications, Calculations, Construction Cost Estimate, etc.) @ 90%  
Preliminary Bid Documents and Technical Specifications  
Preliminary construction schedule, Final Bid Documents and Technical Specifications  
Updated Project Schedule  
Updated Construction Cost Estimate

**Task 5      Permitting / Bidding Services**

Three (3) signed & sealed 100% Construction Documents  
Estimate of Probable Cost  
LEED Design Report  
Permitting - obtaining all permits and approvals for the Construction Documents  
Final Bidding Package, including Bid Documents and Technical Specifications  
Review and respond any Request for Information (RFI) Recommendations and comments on CITY's bid tabulation for selection of contractor

**Task 6      Construction Services**

Construction Administration including, but not limited to, review of all shop drawings, submittals, RFI's, change orders, pay applications, etc.  
Minutes from Bi-weekly Construction Progress Meetings  
Site visit inspection reports, including Substantial Completion and Final Completion punch list  
Approved as-built plans from Contractor  
All required project certifications and project close out documentation

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

### **CITY'S RESPONSIBILITIES**

CITY shall provide access to site.

CITY shall provide all available plans and documents including reports or studies related to the original building and site.

### **ADDITIONAL SERVICES**

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

### **PERFORMANCE SCHEDULE**

CONSULTANT shall perform the services identified in Tasks 1 through 4 inclusive within ten (10) months of written Notice to Proceed. Task 5 and 6 start date will be dependent on later dates of bidding for construction phase established by Public Works, Engineering Division. Construction is anticipated to take approximately fourteen (14) months, while Project close out it is estimated to take approximately two (2) months.

### **PROJECT FUNDING**

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

### **METHOD OF COMPENSATION**

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's

employee categories, reimbursable expenses, if any, and sub-CONSULTANT fees, if any, are shown on **Exhibit “B”** attached hereto and made a part hereof.

Billing shall be per the final negotiated not to exceed price. (**Attachment 2**)

Invoices shall be processed for work approved per percentage of task completed. CITY’s Project Manager shall review and approve all invoices prior to processing final pay request.

## **TERMS OF COMPENSATION**

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

PROJECT NO.: 10918												
PROJECT NAME: NEW FIRE STATION 13												
CONSULTANT: ACAI Associates, Inc.												
Task No	Task Title	Labor Fees										Total
		Consultant	Structural Consultant	MEP Consultant	Civil Consultant	Landscape / Irrigation Consultant	Acoustic Consultant	LEED Consultant	Construction Inspection	Multivista	Langan	
1	Predesign / Programming	\$ 7,506.00	\$ -	\$ 1,831.00	\$ 4,340.00	\$ 3,400.00	\$ -	\$ 1,515.72	\$ -	\$ -	\$ -	\$ 18,592.72
2	Schematic Design	\$ 33,888.00	\$ 6,525.00	\$ 9,501.00	\$ 6,940.00	\$ 6,245.00	\$ 1,631.14	\$ 4,250.28	\$ -	\$ -	\$ -	\$ 68,980.42
3	Design Development	\$ 60,570.00	\$ 14,675.00	\$ 9,726.00	\$ 7,860.00	\$ 8,030.00	\$ 3,252.34	\$ 3,994.56	\$ -	\$ -	\$ 10,800.00	\$ 118,907.90
4	Construction Documentation	\$ 101,420.00	\$ 15,472.00	\$ 16,241.00	\$ 17,880.00	\$ 11,000.00	\$ 6,061.48	\$ 6,277.68	\$ -	\$ -	\$ -	\$ 174,352.16
5	Permitting / Bidding	\$ 12,120.00	\$ 1,807.00	\$ 6,116.00	\$ 10,770.00	\$ 6,195.00	\$ -	\$ 7,256.88	\$ -	\$ -	\$ -	\$ 44,264.88
6	Construction Administration	\$ 50,064.00	\$ 11,093.00	\$ 15,724.00	\$ 25,415.00	\$ 9,600.00	\$ -	\$ 21,055.20	\$ 26,490.72	\$ 5,000.00	\$ -	\$ 164,441.92
7	Threshold / Special Inspection Services	\$ -	\$ 27,645.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,645.00
8	Site Survey	\$ -	\$ -	\$ -	\$ 9,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,900.00
9	LEED Energy Modeling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00
11	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00
Discipline Totals		\$ 265,568.00	\$ 77,217.00	\$ 58,139.00	\$ 83,105.00	\$ 44,470.00	\$ 10,944.96	\$ 52,850.32	\$ 26,490.72	\$ 5,000.00	\$ 10,800.00	
All tasks:												\$ 660,585.00
TOTAL:												\$ 660,585.00

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**ATTACHMENT 1**  
**PROJECT LOCATION - FIRE STATION NO. 13**

**Figure 1: Existing Location – Fire Station 13**



**1 EXISTING 2-APPARATUS BAY FIRE STATION**

**2 EXISTING PUBLIC PARKING AREA**

# ATTACHMENT 2 FEE SCHEDULE

PROJECT NO.:		10918		PROJECT NAME:		NEW FIRE STATION 13		CONSULTANT:		ACAI Associates, Inc.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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## ATTACHMENT 2

### FEE SCHEDULE (Cont'd)

SUBCONSULTANT: Civil Engineering Services      Craven Thomson & Associates, Inc.																											
Fee Schedule																											
Labor Category	Principal		Sr. Supervising Engineer		Senior Engineer		Project Engineer		Engineer Senior CADD Technician		Director of Construction		Construction Manager		Senior Field Representative		Clerical						Total Hours	Labor Cost (\$)			
Percent Utilization	1%		7%		2%		5%		3%		3%		0%		2%		1%		0%		0%						
Labor Rate	\$200.00 /hr		\$175.00 /hr		\$135.00 /hr		\$115.00 /hr		\$90.00 /hr		\$140.00 /hr		\$130.00 /hr		\$95.00 /hr		\$65.00 /hr		\$0.00 /hr		\$0.00 /hr						
Task No.	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours			Subtotal (\$)		
1	Predesign / Programming	1	\$ 200.00	8	\$ 1,400.00	4	\$ 540.00	16	\$ 1,840.00	4	\$ 360.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	33	\$ 4,340.00		
2	Schematic Design	4	\$ 800.00	8	\$ 1,400.00	4	\$ 540.00	24	\$ 2,760.00	16	\$ 1,440.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	56	\$ 6,940.00		
3	Design Development	4	\$ 800.00	8	\$ 1,400.00	4	\$ 540.00	32	\$ 3,680.00	16	\$ 1,440.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	64	\$ 7,880.00		
4	Construction Documentation	4	\$ 800.00	24	\$ 4,200.00	24	\$ 3,240.00	32	\$ 3,680.00	60	\$ 5,400.00	4	\$ 560.00		\$ -		\$ -		\$ -		\$ -		\$ -	148	\$ 17,880.00		
5	Permitting / Bidding	4	\$ 800.00	20	\$ 3,500.00	10	\$ 1,350.00	24	\$ 2,760.00	8	\$ 720.00	8	\$ 1,120.00		\$ -		\$ -	8	\$ 520.00		\$ -		\$ -	82	\$ 10,770.00		
6	Construction Administration	2	\$ 400.00	48	\$ 8,400.00		\$ -	8	\$ 920.00	8	\$ 720.00	48	\$ 6,720.00	8	\$ 1,040.00	65	\$ 6,175.00	16	\$ 1,040.00		\$ -		\$ -	203	\$ 25,415.00		
7	Threshold / Special Inspection Services		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
8	Site Survey																										
9	LEED Energy Modeling																										
Totals		19	\$ 3,800.00	116	\$ 20,300.00	46	\$ 6,210.00	136	\$ 15,640.00	112	\$ 10,080.00	60	\$ 8,400.00	8	\$ 1,040.00	65	\$ 6,175.00	24	\$ 1,560.00	0	\$ -	0	\$ -	0	\$ -	586	\$ 83,105.00
SUBCONSULTANT: Landscape / Irrigation Services      Craven Thomson & Associates, Inc.																											
Fee Schedule																											
Labor Category	Principal Landscape Architect / Principal Planner		Sr. Supervising Landscape Architect		Senior Landscape Architect		Landscape Architect		Project Landscape Designer		Project Planner		Clerical										Total Hours	Labor Cost (\$)			
Percent Utilization	1%		3%		4%		4%		2%		0%		0%		0%		0%		0%		0%						
Labor Rate	\$155.00 /hr		\$145.00 /hr		\$130.00 /hr		\$120.00 /hr		\$110.00 /hr		\$110.00 /hr		\$65.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr						
Task No.	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours			Subtotal (\$)		
1	Predesign / Programming	2	\$ 310.00	8	\$ 870.00	8	\$ 1,040.00	8	\$ 960.00		\$ -	2	\$ 220.00		\$ -		\$ -		\$ -		\$ -		\$ -	26	\$ 3,400.00		
2	Schematic Design	4	\$ 620.00	8	\$ 1,160.00	16	\$ 2,080.00	12	\$ 1,440.00	8	\$ 880.00		\$ -	1	\$ 65.00		\$ -		\$ -		\$ -		\$ -	49	\$ 6,245.00		
3	Design Development	6	\$ 930.00	8	\$ 1,160.00	8	\$ 1,040.00	24	\$ 2,880.00	16	\$ 1,760.00		\$ -	4	\$ 260.00		\$ -		\$ -		\$ -		\$ -	66	\$ 8,030.00		
4	Construction Documentation	4	\$ 620.00	12	\$ 1,740.00	20	\$ 2,600.00	32	\$ 3,840.00	16	\$ 1,760.00	4	\$ 440.00		\$ -		\$ -		\$ -		\$ -		\$ -	86	\$ 11,000.00		
5	Permitting / Bidding	6	\$ 1,240.00	10	\$ 1,450.00	10	\$ 1,300.00	12	\$ 1,440.00	4	\$ 440.00		\$ -	5	\$ 325.00		\$ -		\$ -		\$ -		\$ -	49	\$ 6,195.00		
6	Construction Administration	2	\$ 310.00	24	\$ 3,480.00	24	\$ 3,120.00	10	\$ 1,200.00	10	\$ 1,100.00		\$ -	6	\$ 390.00		\$ -		\$ -		\$ -		\$ -	76	\$ 9,600.00		
7	Threshold / Special Inspection Services		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
8	Site Survey																										
9	LEED Energy Modeling																										
Totals		26	\$ 4,030.00	68	\$ 9,860.00	86	\$ 11,180.00	98	\$ 11,760.00	54	\$ 5,940.00	6	\$ 660.00	16	\$ 1,040.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	354	\$ 44,470.00
SUBCONSULTANT: Acoustical Consulting      ED+A																											
Fee Schedule																											
Labor Category	Principal		Project Manager		Designer		Cadd / BIM Technician		Clerical / Administrative														Total Hours	Labor Cost (\$)			
Percent Utilization	1%		1%		1%		1%		0%		0%		0%		0%		0%		0%		0%						
Labor Rate	\$158.07 /hr		\$91.17 /hr		\$94.02 /hr		\$75.77 /hr		\$65.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr						
Task No.	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours			Subtotal (\$)		
1	Predesign / Programming		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
2	Schematic Design	6	\$ 948.42	4	\$ 364.68	2	\$ 188.04		\$ -	2	\$ 130.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	14	\$ 1,831.14		
3	Design Development	4	\$ 632.28	10	\$ 911.70	10	\$ 940.20	8	\$ 606.16	2	\$ 130.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	34	\$ 3,252.34		
4	Construction Documentation	4	\$ 632.28	20	\$ 1,823.40	20	\$ 1,880.40	20	\$ 1,595.40	2	\$ 130.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	66	\$ 6,061.48		
5	Permitting / Bidding		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
6	Construction Administration		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
7	Threshold / Special Inspection Services		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
8	Site Survey								\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		
9	LEED Energy Modeling																										
Totals		14	\$ 2,212.98	34	\$ 3,099.78	32	\$ 3,008.64	28	\$ 2,233.56	6	\$ 390.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	114	\$ 10,944.96		



## ATTACHMENT 2

### FEE SCHEDULE (Cont'd)

SUBCONSULTANT: LEED Consulting & O&S Services      The Spinmaker Group																							
Fee Schedule																							
Labor Category		Principal		FGBG Project Manager		Senior Commissioning Agent		Clerical / Administrative														Total Hours	Labor Cost (\$)
Percent Utilization		2%		7%		5%		1%		0%		0%		0%		0%		0%		0%			
Labor Rate		\$207.28 /hr		\$120.58 /hr		\$100.00 /hr		\$65.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Predesign / Programming	2	\$ 414.56	2	\$ 241.16	6	\$ 600.00	4	\$ 260.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14	\$ 1,515.72	
2	Schematic Design	6	\$ 1,243.68	20	\$ 2,411.60	4	\$ 400.00	3	\$ 195.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	33	\$ 4,250.28	
3	Design Development	4	\$ 829.12	18	\$ 2,170.44	8	\$ 800.00	3	\$ 195.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	33	\$ 3,994.56	
4	Construction Documentation	4	\$ 829.12	32	\$ 3,658.56	12	\$ 1,200.00	6	\$ 390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	54	\$ 6,277.68	
5	Permitting / Bidding	6	\$ 1,243.68	40	\$ 4,823.20	8	\$ 800.00	6	\$ 390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	60	\$ 7,256.88	
6	Construction Administration	12	\$ 2,487.36	48	\$ 5,878.84	120	\$ 12,000.00	12	\$ 780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	162	\$ 21,055.20	
7	Threshold / Special Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
8	Site Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,500.00	
9	LEED Energy Modeling	\$ -	\$ -																			\$ 52,850.32	
Totals		34	\$ 7,047.52	160	\$ 19,292.80	158	\$ 15,800.00	34	\$ 2,210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	386	\$
SUBCONSULTANT: Construction Inspection Services      BMC																							
Fee Schedule																							
Labor Category		Principal		Consultant		Clerical																Total Hours	Labor Cost (\$)
Percent Utilization		2%		0%		1%		0%		0%		0%		0%		0%		0%		0%			
Labor Rate		\$207.28 /hr		\$137.00 /hr		\$66.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Predesign / Programming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
2	Schematic Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
3	Design Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
4	Construction Documentation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
5	Permitting / Bidding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
6	Construction Administration	24	\$ 4,974.72	132	\$ 18,084.00	52	\$ 3,432.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	208	\$ 26,490.72	
7	Threshold / Special Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	
8	Site Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9	LEED Energy Modeling	\$ -	\$ -																				
Totals		24	\$ 4,974.72	132	\$ 18,084.00	52	\$ 3,432.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	208	\$ 26,490.72
SUBCONSULTANT: Photodocumentation      Multivista																							
Fee Schedule																							
Labor Category																						Total Hours	Labor Cost (\$)
Percent Utilization		0%		0%		0%		0%		0%		0%		0%		0%		0%		0%			
Labor Rate		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
6	Construction Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 5,000.00	
Totals		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5,000.00
SUBCONSULTANT: Geotech & Ph 1 Environmental      Langan																							
Fee Schedule																							
Labor Category																						Total Hours	Labor Cost (\$)
Percent Utilization		0%		0%		0%		0%		0%		0%		0%		0%		0%		0%			
Labor Rate		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr		\$0.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
3	Design Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 10,000.00	
Totals		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 10,000.00
																						5,179	\$ 660,585.00



**EXHIBIT "B"****HOURLY BILLING RATES FOR TASK ORDERS FOR ADDITIONAL SERVICES**

<b>ACAI ASSOCIATES, INC.</b>	<b>PER/HR</b>
PRINCIPAL	217.00
LEAD ARCHITECT	160.00
SENIOR ARCHITECT	138.00
ARCHITECT	127.00
PROJECT MANAGER	165.00
BIM COORDINATOR	127.00
BIM PROJECT MANAGER	125.00
BIM MODELER	95.00
JOB CAPTAIN	90.00
CADD TECHNICIAN	80.00
SPEC WRITER	95.00
STAFF SUPPORT	55.00
<b>CRAVEN THOMPSON &amp; ASSOCIATES, INC.</b>	<b>PER/HR</b>
PRINCIPAL LANDSCAPE ARCHITECT/PRINCIPAL PLANNER	155.00
SENIOR SUPERVISING LANDSCAPE ARCHITECT	145.00
SENIOR LANDSCAPE ARCHITECT	130.00
LANDSCAPE ARCHITECT	120.00
PROJECT LANDSCAPE DESIGNER	110.00
PROJECT PLANNER	110.00
CLERICAL	65.00
<b>CRAVEN THOMPSON &amp; ASSOCIATES, INC.</b>	<b>PER/HR</b>
PRINCIPAL	200.00
SENIOR SUPERVISING ENGINEER	175.00
SENIOR ENGINEER	135.00
PROJECT ENGINEER	115.00
ENGINEER SENIOR CADD TECHNICIAN	90.00
DIRECTOR OF CONSTRUCTION	140.00
CONSTRUCTION MANAGER	130.00
SENIOR FIELD REPRESENTATIVE	95.00
CLERICAL	65.00
<b>S&amp;F ENGINEERS, INC.</b>	<b>PER/HR</b>
PRINCIPAL	225.00
PROJECT MANAGER	170.00
STAFF ENGINEER	130.00
INSPECTOR	90.00
CADD/BIM TECHNICIAN	100.00
CLERICAL	62.00

**EXHIBIT "B"****HOURLY BILLING RATES FOR TASK ORDERS FOR ADDITIONAL SERVICES****(Cont'd)**

<b>DELTA G CONSULTING ENGINEERS, INC.</b>	<b>PER/HR</b>
PRINCIPAL	225.00
SENIOR PROJECT MANAGER	190.00
PROJECT MANAGER	190.00
SENIOR ENGINEER – MECHANICAL	160.00
SENIOR ENGINEER – FIRE	190.00
ENGINEER	150.00
SENIOR DESIGNER	125.00
SENIOR DESIGNER – PLUMBING	125.00
DESIGNER	105.00
CADD/BIM TECHNICIAN	85.00
CLERICAL	61.00
<b>THE SPINNAKER GROUP, INC.</b>	<b>PER/HR</b>
PRINCIPAL	207.28
FGBC PROJECT MANAGER	120.58
ENERGY MODELER	111.46
SENIOR COMMISSIONING AGENT	100.00
CLERICAL/ADMINISTRATION	65.00
<b>EDWARD DUGGER &amp; ASSOCIATES, INC.</b>	<b>PER/HR</b>
PRINCIPAL	158.07
PROJECT MANAGER	91.17
DESIGNER	94.02
TESTING OPERATOR	79.77
CADD/BIM PROJECT TECHNICIAN	79.77
CLERICAL/ADMINISTRATIVE	65.00
<b>BASULTO MANAGEMENT CONSULTING, INC.</b>	<b>PER/HR</b>
PRINCIPAL	207.28
SENIOR CONSULTANT	191.00
SENIOR SCHEDULE CONSULTANT	158.00
PROJECT MANAGER	158.00
CONSULTANT	137.00
CLERICAL	66.00