

AGREEMENT

between

City of Fort Lauderdale and

AECOM Technical Services, Inc.

for

Parks Bond and Parks Master Plan Design and Implementation Services

RFQ No. 12308-296

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 20__, by and between:

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

and

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

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of May____, 2020, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Parks Bond and Parks Master Plan Design and Implementation Services, RFQ No. 12308-296, incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, 20__, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the

Contractor at the Project.

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

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

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: AECOM Technical Services, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Parks and Recreation Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 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 Parks and Recreation 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 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 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 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 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 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, January 1982, including any revisions.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 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 negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

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

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Parks Bond and Parks Master Plan Design and Implementation Services, as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A"

including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

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

ARTICLE 4 GENERAL PROVISIONS

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

ARTICLE 5 TASK ORDERS

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

- 5.3 Under all Task Orders and Projects, CITY may require CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.3.1 Providing additional copies of reports, contract drawings and documents; and
- 5.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the CITY, CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify CONSULTANT in writing. CONSULTANT has ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If CONSULTANT fails to cure within the ten (10) working days, the CITY may notify CONSULTANT to discontinue all work under the specified Task Order. CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. CONSULTANT shall be paid for all works performed and accepted by the CITY prior to Termination. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.
- 5.6 A Not to Exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor cost by categories of employees, work hours and hourly rate; overhead; direct non-salary expenses including reimbursables and profit, or as required by individual Task Order.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

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

Project Schedule, once complete, shall be automatically incorporated into this Agreement: said time periods shall commence from the date of the Notice to Proceed for such services.

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

The primary method of compensation shall be the Not to Exceed Amount method. There may be occasions where the CITY may decide that a Lump Sum method

may be more in the CITY's best interest. For that reason, explanations of the two methods are indicated below:

Not to Exceed Amount Compensation

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. 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 each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

7.1.1.1 Lump Sum Compensation (ONLY TO BE USED AT THE REQUEST OF THE CITY)

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to Exhibit "A" required under the terms of a Task Order a mutually agreed upon Lump Sum amount. This compensation includes any agreed upon Reimbursables. It is understood that the method of compensation is that of Lump Sum, which means that CONSULTANT shall perform all services, set forth for total compensation in the amount stated in the Task Order. Cost to be in accordance with the Cost schedule per Exhibit B.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by CONSULTANT and CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without

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

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

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

E. Reproduction (Photocopy) 8 ½" x 11" B&W - \$0.04 each

F. Printing / Binding – @ Actual Cost.

G. Photographic Supplies & Services - @ Actual Cost.

H. Bond Expenses – @ Actual Cost

- I. 11" x 17" B&W - @ \$0.07 Ea.
- J. 11" x 17" Color - @ \$0.15 Ea.
- K. 24" x 36" B&W @ \$0.15 per SF
- L. 24" x 36" Color @ \$6.00 per SF
- M. CD/DVD @ \$20.00 ea.
- N. Mounting to foamcore @ Actual Cost
- O. Mounting to gator foam @ Actual Cost
- P. GPS unit @ \$75.00 per day

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

- a) Extra travel and subsistence for the CONSULTANT beyond the Tri-County area (Broward, Dade and Palm Beach Counties), when authorized in advance by the CITY. CONSULTANT will make all reasonable efforts to obtain discounted rates to the extent available. Travel related expenses shall be consistent with City of Fort Lauderdale Travel Policy and may include: air fare, hotels, meals, rental car, tolls, parking, airport van/taxi, fuel and other similar expenses. Expenses shall be limited to reasonable amounts as determined by the City Travel Policy, and requires prior approval of Contract Administrator / Project Manager or his designee before expenditures are made. Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT personnel are subject to the limitations of Section 112.061 Florida Statutes. Meals for Class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days.

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

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

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

7.3.1.1 Lump Sum Compensation (ONLY TO BE USED AT THE REQUEST OF THE CITY)

CONSULTANT shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings of each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs and expense costs on a task basis, so that total hours and costs by task may be

determined. CONSULTANT shall provide CITY with the percent complete of the Phase or Phase element or Task Order. CITY will review the percent complete of the authorized lump sum elements for reasonableness and approve payment consistent with the level of progress toward the defined lump sum scope element.

7.4 METHOD OF PAYMENT

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

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

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

7.4.4 Payment will be made to CONSULTANT at:

2090 Palm Beach Lakes Blvd.
West Palm Beach Florida 33411

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.

8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The

City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 9.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The City recognizes that Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or Consultant's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, Consultant does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- 9.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options:
- Consultant shall be required to amend at the sole cost and expense of Consultant the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of

ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the City;

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

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

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

based on each Project Schedule of Values and the percentage of work completed.

- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

9.9.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.

9.9.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

9.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.

9.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

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

ARTICLE 10 CITY'S RESPONSIBILITIES

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

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed

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

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

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

11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines

that termination is necessary to protect the public health, safety, or welfare.

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

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

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

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

and recovery of any payment upon such entry.

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

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

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

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

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

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels

consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

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

11.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

Adams Consulting Group Inc.

GCES Engineering Services, LLC

Geosol, Inc.

Premiere Design Solutions, Inc.

Hammond & Associates, Inc.

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

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

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

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

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

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and

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

The following insurance policies and coverages are required:

11.11.2 Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Consultants.

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

11.11.3 Business Automobile Liability

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

If the 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.

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

The 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 Excess Liability:

The Consultant shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Insurance Certificate Requirements

- a. The 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 General Liability.
- g. The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

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

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided 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 consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

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

11.11.7 **Professional Liability/Errors and Omissions Coverage**

Combined Single Limit

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Deductible not to exceed 10%

Must be in effect for at least five (5) years after Project completion

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

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.

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

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from

the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.14 CONSULTANT'S STAFF

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

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

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

11.15 INDEPENDENT CONTRACTOR

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

11.16 THIRD PARTY BENEFICIARIES

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

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

11.18 CONTINGENCY FEE

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

11.19 WAIVER OF BREACH AND MATERIALITY

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

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

11.20 COMPLIANCE WITH LAWS

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

11.21 SEVERANCE

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

11.22 JOINT PREPARATION

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

11.23 PRIORITY OF PROVISIONS

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

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

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

11.25 EXHIBITS

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

11.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

11.27 NOTICES

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

CITY: Director of Parks and Recreation
City of Fort Lauderdale
701 S. Andrews Avenue
Fort Lauderdale, FL 33316
Telephone: (954) 828-5349

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

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

CONSULTANT: Mr. Randy Mejeur
Aecom Technical Services, Inc.
300 South Grand Ave., Ste. 1100 (Corporate)
Los Angeles, CA 90071
Telephone: (213) 593-8000
Email: randy.mejeur@aecom.com

11.28 ATTORNEY FEES

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

11.29 PERMITS, LICENSES AND TAXES

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

11.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

11.31 STANDARD OF CARE

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

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

11.33 EVALUATION

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

11.34 STATUTORY COMPLIANCE

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

11.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

11.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

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

Consultant shall:

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

11.37 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.

11.38 RIGHTS IN DOCUMENTS AND WORK

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

11.39 REPRESENTATION OF AUTHORITY

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY

ATTEST:

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

JEFFREY A. MODARELLI
City Clerk

By _____
CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

Approved as to form:

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

Aecom Technical Services, Inc.

WITNESSES:

Signature

Print Name

Signature

Print Name

By _____

Name: Randy Mejeur

Title: Associate Vice President

CORPORATE SEAL

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, **20__**, by Randy Mejeur, as Associate Vice President of Aecom Technical Services, Inc., a California corp. authorized to do business in Florida.

(NOTARY SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Personally Known _____
OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

SCOPE OF SERVICES

PURPOSE

CONSULTANT shall provide Professional Services for the implementation of the 2019 Parks Bond and the 2016 Parks and Recreation System Master Plan. This Scope of Services outlines the list of services that may be required, as requested by the City which will be authorized by individual task orders for individual projects. This list shall not be construed as an exclusive list of activities that CONSULTANT may be engaged. CITY shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineering, architectural design, landscape architecture firms and project managers and for which the firm(s) are experienced, qualified, and able to perform.

CONSULTANT will be required to provide overall project coordination management. CONSULTANT will also develop work plans, schedules and budgets, coordinate project design, procurement, contract negotiation and contract management, visit the jobsite regularly to monitor construction progress, provide value engineering when required, monitor and approve payment requisitions from sub-contractors and sub-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 project.

CONSULTANT shall provide Landscape Architectural / Civil Engineering management and design expertise based on the successful completion of a number of projects of similar size and complexity for other governmental and/or private entities. 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.

A summary of the work proposed for implementation for the project is presented below.

PROJECT BACKGROUND

Great park systems are integral parts of the cities they serve and play a major role in contributing to a high quality of life for residents. Parks enable cities to possess strong economies and attract a large number of tourists. While there are many factors that create the ideal conditions found in world-class areas, a high-quality, well-connected and diverse park system is a commonality all these cities share. As Fort Lauderdale continues to attract residents and visitors, the parks and recreation system will play a pivotal role in ensuring that the City remains socially, culturally and economically viable, with many of the same attributes found in world-class cities.

On September 7, 2016 the Fort Lauderdale CITY COMMISSION voted to accept the Parks and Recreation System Master Plan (PRSMP). The extensive input received during the process allowed for the creation of a System Master Plan based on the community's values to guide the direction, development and delivery of the CITY's parks and recreation services. The Parks and Recreation System Master Plan defines the communities' aspirations for the parks and recreation system.

Many of the needs and priorities expressed during the community involvement phase focused on park system attributes exemplified by safe, high-quality spaces; high levels of accessibility throughout the system; and City-wide branding and recognition as a great place to live, work, play and raise a family. A good brand identity can make a park memorable. The PRSMP recommends consistency in branding to establish a unique identity for parks, identifying Fort Lauderdale's extensive park system as destination spaces; as models for sustainability/resiliency efforts; as well as social and community spaces.

A General Obligation Bond was approved by voter referendum on March 12, 2019 to finance the acquisition, construction, renovation and improvement of various parks and recreational facilities. CONSULTANT shall manage the overall delivery of the program, including, but not limited to professional design, public outreach, construction bidding, project management and construction management services for Fort Lauderdale parks in implementation of the Parks and Recreation System Master Plan and to further the establishment of a high-quality parks system.

PROJECT DESCRIPTION

The services required may include, but not necessarily be limited to:

- Review of existing data, survey of existing site, prepare site opportunities and constraints to develop a concept for strategic project implementation.
- Preparation of all necessary preliminary plans and elevations, renderings, general features including landscape design and details for DRC approval.
- Preparation of all necessary permits for all state, local and environmental agencies including Florida Department of Environmental Protection (FDEP), Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC).
- Preparation final working drawings including engineering calculations and drawings, plans for lighting, drainage and other roadway or streetscape appurtenances.
- Inspect project site and test for soil bearing capacity.
- Recommend and suggest materials, construction and necessary adjustments in landscape architectural design to complement the existing sites in furtherance of the PRSMP as well as the City's Plans.

- Prepare and assist in construction bids.
- Inspect construction in the field and ensure 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 inspections.
- Prepare financial data with regards to operational expenses.
- Prepare all design and specifications to meet CITY requirements.
- Provide public outreach including and other public information activities.
- Prepare preliminary plans including site plan sketches and elevations, photo-realistic renderings,
- Submissions to Design Review Committee (DRC) to all permitting agencies for approval.
- Final construction documents and permitting, including engineering calculations, drawings and plans for lighting and drainage.

CONSULTANT shall ensure that the project components are technically, economically, and functionally consistent and are implemented in a manner that meets the specific deadlines and needs of the CITY. CONSULTANT shall include the construction and development of parcels acquired by the City's Real Estate Consultant for development as park in current and future underserved areas. CONSULTANT services will be provided from design through to the construction and grand opening of each site.

Construction projects should consider features which address relevant goals and performance measures outlined in the PRSMP. In addition, design should incorporate sustainability features and consider climate issues. This may include but should not be limited to design elements which address water conservation, energy efficiency, lighting installed using dark sky principles, effective recycling/repurposing of solid waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation/resiliency should be considered such as addressing water shedding off the building with increasing rainfall, elevating structures and equipment to avoid flooding impacts, increased requirements for natural or structural shading and cooling associated with recreational activities, enhanced stormwater drainage, expanded electrical panels/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 landscaping which provides wildlife habitat, shading of the structure, expansion of the urban tree canopy, and reduction of urban heat island effects.

CONSULTANT will provide sustainable and resilient design and services for construction and renovation of the existing parks as outlined in the attachment to this document, as well as the construction of any newly acquired park land. The scope of work will include conceptual designs for the CITY's system of parks, as well as construction cost estimates and a construction schedule identifying priority segments. The conceptual designs will ultimately guide the final implementation of the construction and renovation of the entire Fort Lauderdale park system.

SCOPE OF SERVICES

The scope of services to be provided by CONSULTANT may include, but is not limited to the following:

1. Park Planning
2. Park Design and Architecture
3. Landscape Architecture
4. Community relations including stakeholder engagement and public outreach
5. Construction cost estimating
6. Construction Civil engineering, permitting and inspections
7. Project Scheduling / Construction Management

The services to be provided by CONSULTANT include the work necessary for the design, specifications, public input meetings, public presentations and documents, cost estimating, experience with LEED or similar green building practices on team required to ensure compliance with Florida Statutes 255.2575 energy-efficient and sustainable buildings and other items deemed necessary by the CITY. The services also include construction engineering inspections which includes shop drawing reviews, construction meetings, record drawings, final certification and other items as deemed necessary. CONSULTANT shall assist in the construction bidding process, assist in award recommendation review if necessary and provide daily inspection services. CONSULTANT may retain multiple highly qualified sub-consultants for design and related project services where/ if required.

Proposers are encouraged to be innovative and provide cohesive design and branding ideas and concepts for the parks, reflective of the Fort Lauderdale community and in furtherance of the CITY's vision and strategic plan goals and incorporate appropriate elements of the CITY's Design and Construction Manual (when available, late in 2019)

TASKS AND DELIVERABLES

Task 1.0 – Project Management

The CONSULTANT will be expected to provide a kick-off meeting, submit progress updates to CITY staff, and should anticipate meetings with CITY Management, Parks Advisory Board, and CITY Commission.

Deliverables:

- Agendas for each meeting

- Summaries with action items for each meeting

Task 2.0 – Data Collection and Existing Conditions Analysis

Review and collection of existing conditions data including but not limited to: ADA compliance; existing studies; landscaping; lighting; existing utilities; locations and existing park furnishings; parking; pedestrian sidewalks; planned infrastructure improvements; and sea level rise projections.

CONSULTANT shall:

- Obtain topographical survey and geotechnical soil survey as necessary
- Identify the utility locations within project boundaries (using ground penetrating radar and subsurface utility engineering, or other means, as necessary). Meet with the utility owners to verify locations of utilities.
- Identify lighting, stormwater, water and wastewater improvements.
- Include calculations and modeling to inform the stormwater benefits.
- Present the Design Package to project stakeholders and/or CITY COMMISSION if requested
- Advise the CITY as to the necessity of any additional services from other technical professionals.

The CITY will furnish data including but not limited to: existing plans, information related to zoning and land development regulations, proposed development plans that may impact the parks.

Deliverable:

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

Task 3.0 – Public Engagement

CONSULTANT shall execute a Public Engagement Plan which has identifiable community benefits for the community surrounding this Project and the CITY; benefits may include placemaking, identity branding, sustainability and climate resilience. CITY requires CONSULTANT to be creative in the development of the Public Engagement Plan and the types of benefits their plan is designed to provide. The plan should incorporate outreach in a straight forward, easy to digest manner to obtain the input of park and recreation facility patrons, neighbors, stakeholders, and the overall community through social media, websites, attendance at special events, public meetings, surveys, or other communication methods. Plan must be approved by CITY staff before implementation

The plan should include the development of a webpage affording the community access to view the progress of the Parks Bond. The webpage should include updates on how Parks Bond dollars are being expended, as well as the development and progress of each park. The webpage should also include project updates and timelines. The site may be interactive to afford the community the ability to post questions and receive timely responses.

CONSULTANT's Public Engagement Plan shall be incorporated into and shall become a part of the Agreement entered into between the CITY and the Proposer.

Consultant must provide information to the public in a straight forward, easy to digest manner. The use of infographics, renderings, and other graphical approaches that make complex information easier to understand and more compelling are greatly encouraged. It is crucial to take into consideration the myriad of stakeholders, their individual interests, and technical understanding when planning the public engagement process to ensure consensus can be achieved.

Alternative methods of receiving public engagement besides traditional meetings with the goal of receiving input from all local neighbors are highly encouraged. These methods may include a range of approaches such as social media engagement, attendance at special events, and intercept surveys.

Park presentations are expected to collect general input, present conceptual alternatives, and to present the "preferred" alternative. Presentations will take place in the neighborhood in which the park is located. Meetings may discuss individual parks or groups of parks in the same neighborhood or district.

Deliverables:

- Meeting agendas
- Meeting summaries summarizing the results of all collected surveys, outreach efforts, and other items relevant to the public outreach process.
- Project website

Task 4.0 – Grants

CONSULTANT shall continually review available grant funding opportunities in order to identify grants which may potentially be used to leverage Park Bond funds. CONSULTANT may work with CITY staff to develop and prepare the grant submissions as necessary.

Deliverables:

- Grant opportunities identified and summarized
- Preparation of grant deadline, project timeline and development reports

Task 5.0 – Conceptual Design Alternatives

CONSULTANT will prepare design concepts for the CITY's parks based on the public input received and the data collected. Develop two preliminary design alternates through the project stakeholders' engagement process based on the community vision.

General approaches should include innovative, cohesive and similarly branded iconic park elements with the ability to enhance the park experience for patrons along with the inclusion of safe, comfortable pedestrian infrastructure.

Deliverables:

- Two (2) design conceptual alternatives per park type (Community, Special Use, Large Urban, Neighborhood, School Parks, Urban Open Space)
- Before/after renderings

Task 5.1 Concept Refinement and Preferred Schematic Design

Based on feedback received, CONSULTANT will prepare a conceptual “preferred” schematic design and detailed architectural renderings for parks. This design should show the general locations of design elements including but not limited to: park furnishings, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements.

Deliverables:

- Detailed architectural renderings of the “preferred” schematic design
- A memorandum summarizing the process utilized to determine the “preferred” schematic design, including any specific materials, plantings, or other specific elements proposed to be utilized

Task 6.0 – Construction Cost Estimating

CONSULTANT shall prepare construction estimates for each design alternate. The cost estimate determined should include the selection of the “preferred” schematic alternative. The cost estimate for the “preferred” schematic design should be broken down by segment so that it may be utilized to inform the segment construction prioritization task.

CONSULTANT should include an economic analysis of the two alternatives and identify any areas that can be value-engineered to produce savings in the project construction cost.

A) Included in Estimated Construction Cost

The Estimated Construction Cost of a project shall include the total cost to CITY of all elements of the entire project designed and specified by CONSULTANT; including an itemization of each of the following:

- Cost of construction including all labor, materials, and equipment required;
- Allowance for construction cost contingencies;
- Regulatory permit fees;
- Allowance for other necessary services, such as testing, to be provided by others;
- Sheet and shoring, by-pass plumbing, videoing inspections, as appropriate;
- Mobilization and demobilizations.

B) Excluded in Estimated Construction Cost

The Estimated Construction Cost shall exclude CONSULTANT's Fee. CONSULTANT's fees shall be provided to the CITY as a separate item.

C) CITY's Reliance; Adjustment to Estimated Construction Cost

CONSULTANT hereby represents to the CITY that CONSULTANT is aware that CITY is relying on the Estimated Construction Costs prepared by CONSULTANT. CONSULTANT further represents that it has the necessary resources and expertise, including a cost analyst, to provide a greater degree of assurance that the bids received for the project will not exceed the Estimated Construction Costs determined by CONSULTANT in the performance of its Professional Services under this Agreement.

D) Modifications to the scope

The CITY reserves the right to make changes to a project or the scope of Professional Services at any time, including alterations, reductions or additions to it. Upon receipt by CONSULTANT of CITY's notification of a contemplated change, CONSULTANT shall in writing: (i) provide a detailed estimate for the increase or decrease in Consultant's Fee and other design costs that would result from the contemplated change; (ii) provide a detailed estimate for the increase or decrease in Estimated Construction Costs that would result from the contemplated change; (iii) notify the CITY of any estimated change in the completion date; and (iv) advise the CITY how the contemplated change shall affect CONSULTANT's ability to meet the completion dates or schedules.

If the CITY so instructs in writing, CONSULTANT shall suspend work on the portion of the scope of services affected by a contemplated change, pending the CITY's decision to proceed with the change. If the CITY elects to make the change, the parties shall execute a written amendment to this Agreement and CONSULTANT shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes or revisions of studies that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for the scope of work ("Substituted Services") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

Deliverables:

- A memorandum summarizing the cost estimation process
- "Preferred" schematic design planning level cost estimate

Task 7.0 – Segment Construction Prioritization

Prepare a document guiding a construction implementation schedule for the construction phases of the project. This document should be guided by the cost estimating task as well public input, and existing conditions. The document should also take into consideration elevation impacts in the context of future sea level rise and coastal flooding associated with high tides and strategies to minimize the impacts. The document should include any parcels recently acquired by the CITY and its City's Real Estate consultant for park development.

Deliverable:

- Construction implementation schedule as described above

Task 8.0 Construction documents

The scope of Professional Services includes design and development of construction documents. In consultation with CITY, CONSULTANT will prepare final construction drawings and technical for review and comments from the CITY. CONSULTANT shall Prepare and furnish bidding documents and assist the CITY in the preparation of other related documents. Attend / conduct pre- bid meetings, openings, and assist the CITY in the evaluation of bids or proposals. Issue addenda as appropriate to clarify, correct, or change the bidding documents. Participate in pre-construction conference as requested by the CITY.

- The Engineering design plans should include typical section with hardscape, landscape, irrigation, lighting, pavement markings, and signage. Additionally, if applicable, Storm, water and wastewater utility design must include plan and profile, accurate pipe lengths, type of structures, materials, details, grading, sections and with all supporting calculations; and any associated documents.
- Provide utility conflicts resolution matrix with horizontal and vertical location verification.
- Provide a list of all necessary permits and approvals.
- Schedule of bid items.
- Any amendment to the estimated project construction costs.
- Provide a written response to all the CITY comments.

A) Construction Administration Phase

In consultation with the CITY, Consultant shall consult with and advise the CITY and act as Owner's representative on the Project. The scope of services for the Construction Engineering Inspection (CEI) team includes:

i) Constructability Review

The CEI will perform constructability review as soon as the design has developed to sufficient detail. Also, identify any areas of the Project that may be adequately value-engineered to produce savings in the construction cost. This constructability review will be near the completion of design and before completing the construction documents with a focus on staging and scheduling of the work concerning the specific site and time constraints. Also, clearly define procedures for scheduling outages and the feasibility of utility interruptions.

ii) CEI Services

Provide construction, engineering, inspection, and management services, and administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document. The scope of services must include but not limited to:

- Review construction project schedules, maintain construction contract administration files, review and recommend approval of the Contractor's monthly payment requests.
- Lead preconstruction, pre-activity and progress meetings, and provide meeting minutes.

- Inform the CITY's Contract Administrator of all significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Contractor, and the corrective actions or steps that the Contractor has been directed to perform.
- Attend meetings with the CITY, Sub-Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project.
- Track project costs to available budget and inform the CITY if the project cost is expected to exceed allocated project budget.
- Provide inspection services to adequately monitor the project to ensure that testing and inspections are done by contractual requirements, engineering principles, and industry standards for the features of work in question.
- Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to CITY's Contract Administrator.
- Develop a Quality Assurance Plan for the approval based on Contractor's inspection and testing reports for all inspections and tests performed by the Contractor to ensure that results comply with contract documents, permits, and sound engineering practice.
- Coordinate with the CITY to facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received.
- Assist the CITY in resolving claims and disputes.
- Verify that as-built documents are updated.
- Monitor the Contractor's on-site construction activities and inspect materials.
- Prepare Daily an Inspector's Daily Report (IDR) or Daily Report of Construction, and a Quantity book.
- Monitor and inspect Contractor's conformance to the approved Maintenance of Traffic (MOT) plan, SWPP plan and other local and state required permit and regulations including Trench Safety Act.
- Prepare a punch list and provide to the CITY Contract Administrator.
- Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.

B. Permitting

CONSULTANT shall work with awarded construction Contractor to Prepare and submit all necessary permits for all state, local and environmental agencies including but not limited to Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward County Surface Water License Permit, Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC). Respond to any comments or requests for information from permitting authorities and assist the CITY in consultations with appropriate authorities.

If the Construction Drawings, Technical Specifications, and Supplemental Conditions are not granted the necessary or appropriate permits or other approvals from the relevant regulatory agencies due to design issues, Consultant shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.

The CITY will pay permit applications fees.

C. Quality Assurance / Quality Control

The CITY intends that CONSULTANT is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to CONSULTANT for their independent QC review. The CITY shall only accept submittals for review and action from CONSULTANT.

CONSULTANT is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by CONSULTANT and their sub-consultants. It is CONSULTANT's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon CITY request, CONSULTANT shall provide the CITY with a marked-up set of plans and specifications showing CONSULTANT's QC review. The mark-ups submittals shall include the names of CONSULTANT's staff that performed the QC review for each component or functional area.

Deliverables:

- Construction bids issued and awarded
- Construction permits obtained as necessary

Task 9.0 – Final Report

Prepare a final report that summarizes Tasks 1.0 through 8.0. The report should be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation.

Deliverables:

- Final report
- Summary of park grand openings

EXHIBIT B - AECOM Professional Services Rate Schedule

	Position Title	Company	Role		
				Office	Field
P r o g r a m m	Program Manager	AECOM	Program Management	\$ 250	\$ 207
	Deputy Program Manager	AECOM		\$ 220	\$ 221
	Planning Manager	AECOM		\$ 179	\$ 148
	Design Manager	AECOM		\$ 179	\$ 148
	Construction Manager	AECOM		\$ 225	\$ 186
	Sr. Project Manager	AECOM	Project Management	\$ 190	\$ 180
	Project Manager	AECOM		\$ 150	\$ 144
	Assistant Project Manager	AECOM		\$ 115	\$ 96
P l a n n i n g	Planning Director	AECOM	Park Planning	\$ 235	
	Planning Lead	AECOM		\$ 179	
	Senior Planner	AECOM		\$ 147	
	Planner	AECOM		\$ 120	
	Jr. Planner	AECOM		\$ 85	
	Sr. Urban Designer	AECOM		\$ 150	
	Urban Designer	AECOM		\$ 116	
	Jr. Urban Designer	AECOM		\$ 85	
	Sustainability / Resiliency Specialist	Coastal	Planning	\$ 150	
	Jr. Planner	Coastal		\$ 85	
	Senior Planner	Corradino		\$ 147	
	Planner	Corradino		\$ 120	
	Planning Lead	Corradino		\$ 174	
	Jr. Planner	Corradino		\$ 85	
	Public Outreach Principal	Adams	Public Engagement	\$ 167	
	Public Outreach Associate	Adams		\$ 100	
	Public Information Specialist	Adams		\$ 75	
	Clerical	Adams		\$ 45	
	Engagement Specialist	Cityzen Solutions, Inc.		\$ 125	
	Front End Web Developer	Cityzen Solutions, Inc.		\$ 95	
	Back End Web Developer	Cityzen Solutions, Inc.		\$ 95	
	Graphic Designer	Cityzen Solutions, Inc.		\$ 75	
	Practice Lead	BerryDunn	Grant Management Services	\$ 200	
	Senior Consultant	BerryDunn		\$ 200	
	Consultant	BerryDunn		\$ 120	
	Real Estate Acquisition Specialist	AECOM	Real State Acquisition Assistance	\$ 130	\$ 108
	Sustainability / Resiliency Specialist	AECOM	Sustainability and Resiliency	\$ 150	
	Sr. Branding/Wayfinding Specialist	AECOM	Branding and Wayfinding	\$ 150	
	Project Branding/Wayfinding Specialist	AECOM		\$ 120	
	Branding/Wayfinding Specialist	AECOM		\$ 85	
	Sr. Project Manager	PDS	Surveying	\$ 174	
	Sr. Surveying Manager	PDS		\$ 128	
	Civil Engineer	PDS		\$ 160	
	Jr. Civil Engineer	PDS		\$ 85	
	CAD Designer	PDS		\$ 60	
	Cultural Resource Planner	CPG	Public Art	\$ 175	
D e s i g n g	Architecture Director	AECOM	Architecture	\$ 245	
	Architecture Lead	AECOM		\$ 199	
	Sr. Architect	AECOM		\$ 175	\$ 145
	Project Architect	AECOM		\$ 150	\$ 124
	Architect	AECOM		\$ 130	\$ 108
	Jr. Project Architect	AECOM		\$ 115	\$ 95
	Sr. Architectural Designer	AECOM		\$ 145	\$ 120
	Architectural Designer	AECOM		\$ 115	\$ 95
	Jr. Architectural Designer	AECOM		\$ 85	\$ 70
	ADA Specialist	AECOM	Accessibility Compliance	\$ 147	\$ 122

	Position Title	Company	Role		
				Office	Field
Design Engineering	MEPS Engineering Lead	AECOM	Mechanical, Electrical, Plumbing and Structural Engineering	\$ 225	\$ 186
	MEPS Sr. Engineer	AECOM		\$ 150	\$ 124
	MEPS Project Engineer	AECOM		\$ 116	\$ 96
	MEPS Engineer	AECOM		\$ 130	\$ 108
	MEPS Jr. Project Engineer	AECOM		\$ 100	\$ 83
	MEPS Sr. Engineering Designer	AECOM		\$ 130	\$ 108
	MEPS Engineering Designer	AECOM		\$ 95	\$ 79
	MEPS Jr. Engineering Designer	AECOM		\$ 85	\$ 70
	MEPS Engineering Lead	Hammond	MEP and Life Safety	\$ 130	
	MEPS Sr. Project Engineer	Hammond		\$ 115	
	MEPS Project Engineer	Hammond		\$ 115	
	MEPS Jr. Project Engineer	Hammond		\$ 115	
	MEPS Sr. Engineering Designer	Hammond		\$ 97	
	MEPS Engineering Designer	Hammond		\$ 95	
	MEPS Jr. Engineering Designer	Hammond		\$ 91	
	Sr. Clerical	Hammond		\$ 50	
	Clerical	Hammond		\$ 40	
	Civil Engineering Lead	AECOM	Civil Engineering	\$ 221	\$ 183
	Sr. Civil Engineer	AECOM		\$ 190	\$ 157
	Project Civil Engineer	AECOM		\$ 145	\$ 120
	Civil Engineer	AECOM		\$ 130	\$ 108
	Junior Civil Engineer	AECOM		\$ 115	\$ 95
	Civil Designer	AECOM		\$ 85	\$ 70
	Sr. CAD Designer	AECOM		\$ 92	\$ 76
	Jr. Civil Designer	AECOM		\$ 75	\$ 62
	Civil Engineering Lead/Project Manager	BCC		\$ 168	
	Sr. Civil Engineer	BCC		\$ 160	
	Civil Engineer	BCC		\$ 128	
	Civil Engineering Designer	BCC		\$ 85	
	Sr. CAD Technician	BCC		\$ 92	
	CAD Designer	BCC		\$ 82	
	Civil Engineering Lead	Corradino		\$ 220	
	Sr. Civil Engineer	Corradino		\$ 160	
	Jr. Civil Engineer	Corradino		\$ 75	
	Chief Geotechnical Engineer	Geosol	Geotechnical	\$ 202	
	Senior Geotechnical Engineer	Geosol		\$ 154	
	Project Geotechnical Engineer	Geosol		\$ 103	
	Senior Geotechnical Engineer	Geosol		\$ 102	
	CADD Technician	Geosol		\$ 82	
	Clerical/Secretary	Geosol		\$ 50	
Environmental	Environmental Director	AECOM	Environmental	\$ 210	\$ 174
	Planning Lead	AECOM		\$ 179	\$ 148
	Senior Ecologist	AECOM		\$ 120	\$ 99
	Ecologist	AECOM		\$ 85	\$ 70
	Jr. Ecologist	AECOM		\$ 70	\$ 58
	GIS Analyst	AECOM		\$ 95	\$ 79
	Landscape Architecture Director	AECOM	Landscape Architecture	\$ 190	\$ 157
	Landscape Architecture Lead	AECOM		\$ 175	\$ 145
	Senior Landscape Architect	AECOM		\$ 140	\$ 116
	Landscape Architect	AECOM		\$ 115	\$ 95
	Landscape Designer	AECOM		\$ 85	\$ 70
	Principal in Charge- Sr Landscape Arch	Curtis + Rogers		\$ 190	
	Sr Landscape Architect Design	Curtis + Rogers		\$ 155	
	Landscape Arch- Project Manager	Curtis + Rogers		\$ 135	
	Landscape Architect	Curtis + Rogers		\$ 90	
	Landscape Design	Curtis + Rogers		\$ 75	

	Position Title	Company	Role		
				Office	Field
Design Engineering and	Sr. Project Manager	Coastal	Project Management	\$ 174	
	Civil Engineering Lead	Coastal		\$ 168	
	Sr. Civil Engineer	Coastal		\$ 160	
	Jr. Civil Engineer	Coastal		\$ 75	
	CAD Designer	Coastal		\$ 82	
	Senior Ecologist	Coastal	Environmental	\$ 160	
	Ecologist	Coastal		\$ 120	
	GIS Analyst	Coastal		\$ 75	
	Sr. Marine Engineer	Coastal	Coastal and Marine Engineering	\$ 173	
	Marine Engineer	Coastal		\$ 130	
	Sr. Clerical	AECOM		\$ 70	\$ 58
	Clerical	AECOM		\$ 50	\$ 41
	Jr. Clerical	AECOM		\$ 40	\$ 33
Construction Management	Program Manager Director	AECOM	Program Management		\$ 235
	Senior Project Controls Specialist	AECOM	Project Controls	\$ 200	\$ 166
	Senior Construction Manager	AECOM	Project Scheduling	\$ 187	\$ 155
	Construction Manager	AECOM	Constructability Reviews	\$ 150	\$ 124
	Senior Cost Estimator	AECOM	Cost estimating	\$ 220	\$ 182
	Project Cost Estimator	AECOM		\$ 160	\$ 166
	Cost Estimator	AECOM		\$ 150	\$ 124
	Construction Administrator	AECOM	Construction Manager	\$ 100	\$ 98
	Project Engineer	AECOM	Construction Engineering	\$ 116	\$ 96
	Jr. Document Control Specialist	AECOM	Document Control	\$ 85	\$ 70
	Program Controls Manager	Corradino	Construction Management		\$ 230
	Construction Manager	Corradino			\$ 187
	Sr. Project Manager	Corradino			\$ 131
	Project Manager	Corradino			\$ 125
	Jr. Project Manager	Corradino			\$ 88
	Scheduling Engineer	Corradino			\$ 74
	Sr. Inspector	Corradino			\$ 84
	Inspector	Corradino			\$ 72
	Principal Engineer	GCES	Testing	\$ 150	
	Professional Engineer	GCES		\$ 135	
	Staff Engineer	GCES		\$ 90	
	Structural Inspector	GCES		\$ 85	
	Inspector	GCES		\$ 78	
	Field/Lab Technician	GCES		\$ 55	
	Clerical/Administrative Staff	GCES		\$ 45	