

CITY OF HOLLYWOOD, FLORIDA



PROFESSIONAL SERVICES AGREEMENT

FOR

**ARCHITECTURAL/ENGINEERING DESIGN
POLICE HEADQUARTERS**

POL 19-013

**DEPARTMENT OF DESIGN AND CONSTRUCTION
MANAGEMENT**

**2207 Raleigh Street
HOLLYWOOD, FLORIDA 33020**



**CITY OF HOLLYWOOD
DEPARTMENT OF DEPARTMENT OF DESIGN AND
CONSTRUCTION MANAGEMENT**
2207 Raleigh Street
Hollywood, Florida 33020
Phone (954) 921-3410

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA
AND
CONSULTANT
FOR
PROFESSIONAL SERVICES

WHEREAS, the City has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), to provide professional Architectural Design Services as directed by the Director of the Department of Design and Construction Management, for such project and/or tasks as may be required by the City, with the terms and conditions of the Request for Qualifications (RFQ) used in the selection being a part of this document.

THIS AGREEMENT made this 9 day of April in the year Two Thousand Twenty.

BY AND BETWEEN THE CITY OF HOLLYWOOD, FLORIDA, and O'Donnell Danwolf and Partners Architects, Inc. hereinafter called the "Consultant," as an

ARCHITECTURAL/ENGINEERING DESIGN SERVICES CONSULTANT

WITNESSETH, that the City and the Consultant, for the considerations herein set forth, agree as follows:

**Professional Services Agreement
Architectural/Engineering Design Services
for
Police Headquarters
POL 19-013
Hollywood, Florida**

TABLE OF CONTENTS

ARTICLE	PAGE
SCOPE OF THE WORK.....	4
1. DEFINITIONS.....	6
1.01 Additional Services	
1.02 Basic Services	
1.03 City	
1.04 City Manager	
1.05 Consultant	
1.06 Consultant's Authorization to Proceed	
1.07 Contractor or Construction Manager (CM)	
1.08 Director	
1.09 Inspector	
1.10 Project	
1.11 Project Manager	
2. CONSULTANT SERVICES AND RESPONSIBILITIES.....	7
2.01 Basic Services	
2.02 Additional Services	
2.03 Reimbursables	
3. SUBCONSULTANTS.....	17
3.01 Definitions	
3.02 Subconsultant's Relations	
4. THE CITY'S RESPONSIBILITIES.....	17
4.01 Information Furnished	
4.02 Project Management	
4.03 Legal Services, Etc.	
5. BASIS OF COMPENSATION.....	19
5.01 Professional Service Fee	
5.02 Additional Service/Reimbursables Fee	
6. PAYMENTS TO THE CONSULTANT.....	22
6.01 Payment for Basic Services	
6.02 Payment for Additional/Reimbursables Services	
6.03 Deductions	
6.04 Project Suspension	

ARTICLE	PAGE
---------	------

7.	REUSE OF PLANS AND SPECIFICATIONS.....	23
	7.01 Scope of Services	
8.	GENERAL PROVISIONS.....	24
	8.01 Indemnification	
	8.02 Insurance	
	8.03 Performance	
	8.04 Termination of Agreement	
9.	MISCELLANEOUS.....	29
	9.01 Consultant's Account Records	
	9.02 Ownership of Documents	
	9.03 Maintenance of Records	
	9.04 Extent of Agreement	
	9.05 Successors and Assigns	
	9.06 Truth-in- Negotiation Certificate	
	9.07 Applicable Law and Venue of Litigation	
	9.08 Consultant's Staff	
	9.09 Notices	
	9.10 Interpretation	
	9.11 Joint Preparation	
	9.12 Priority of Provisions	
	9.13 Mediation; Waiver of Jury Trial	
	9.14 Time	
	9.15 Compliance with Laws	
EXHIBIT 'A'	1- Proposal dated January 20, 2020	
	2- Hourly Rate Schedule	
	3- Project Schedule	
EXHIBIT 'B'	Insurance Certificate	

SCOPE OF WORK

The Consultant shall furnish professional Architectural Design Services for the Police Headquarters Project, upon issuance of Consultant's Authorization to Proceed therefore by the Director.

The Consultant shall furnish the following professional Architectural and Engineering Design Services as specifically authorized by Consultant's Authorization to Proceed to be issued by the Director of the Department of Design and Construction Management: survey, platting, planning, site plan, architectural design, engineering design, programming and scheduling, observations, feasibility studies, cost estimates/opinions of probable cost, partial or complete design services, including preparation of construction and bid documents, permitting with all governing agencies, construction contract administration, review of work prepared by other professional consultants, engineering analysis, field tests, laboratory tests and other miscellaneous architectural and engineering design services that may be required.

The Director of the Department of Design and Construction Management may issue a Consultants Authorization to Proceed to encompass entire Basic Services (as defined in Section 2.01) for a project, or for a portion of Basic Services, or for discretionary tasks as specified in Sections 2.02 Additional Services or 2.03 Reimbursables.

It is understood that a Consultant's Authorization to Proceed will be issued under this Agreement at the sole discretion of the Director of the Department of Design and Construction Management and that the Consultant has no right to or privilege to receive a Consultant's Authorization to Proceed for any particular project or task. The City reserves at all times the right to perform any and all design services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

This Agreement does not confer on the Consultant any exclusive rights to the City work. The Consultant may submit proposals for any professional services which the Consultant is qualified to perform, if and when proposals are publicly solicited by the City outside this Agreement.

The City will pay the Consultant a separate fee for each Authorization to Proceed issued in accordance with the negotiated scope of work and fee in the initial contract award for that Phase or Scope of the Services.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following two methods or a combination thereof, as mutually agreed upon by the Director of the Department of Design and Construction Management and the Consultant.

- (1) A Lump Sum (See Section 5.01A).
- (2) Hourly Rate, as defined and at the rates set forth in Section 5.01C.

The contract is for duration of the design and construction phase of the project, estimated at this time to be a term of five (5) years with the option to renew for two (2) additional (1) year periods.

The Director of the Department of Design and Construction Management or his/her designee will confer with the Consultant before any Consultant's Authorization to Proceed is issued to discuss the scope of the Work, the time to complete the Work and the fee for services rendered in connection with the Work, provided that, where no agreement is reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with Section 5.01C.

Upon the request of the Director of the Department of Design and Construction Management, the Consultant will submit a proposal prior to the issuance of an Authorization to Proceed for work not covered under the original contract award. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal or for any work done in the absence of an Authorization to Proceed.

ARTICLE 1
DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those design services defined in Section 2.02
- 1.02 BASIC SERVICES: Those architectural design services defined in Section 2.01.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects and/or engineers, which has entered into the agreement to provide professional services to the City. The CONSULTANT for this agreement is O'Donnell Dannwolf and Partners, Inc.
- 1.06 CONSULTANT'S AUTHORIZATION TO PROCEED: A document issued by the City to the Consultant authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.07 CONTRACTOR OR CONSTRUCTION MANAGER (CM): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for construction of City of Hollywood, Florida, facilities and incidents thereto.
- 1.08 DIRECTOR: The Director of the Department of Design and Construction Management of the City of Hollywood, Florida, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 INSPECTOR: An employee of the CITY of Hollywood, Florida, assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY of Hollywood, Florida, facility as contemplated and budgeted by the City.
- 1.11 PROJECT MANAGER: An employee of the CITY of Hollywood, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the City, concerning the Contract Documents.

ARTICLE 2
CONSULTANT SERVICES AND RESPONSIBILITIES

2.01 BASIC SERVICES:

The Consultant agrees to provide complete architectural design services set forth in the five phases enumerated hereinafter and in the Florida Building Code, the City of Hollywood, Florida, Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements; including all mechanical, electrical and plumbing engineering design. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, hereinafter collectively called "Professional Architectural and Engineering Services as per proposal dated January 20, 2020", as follows:

On projects for which the City has contracted with a Construction Manager, the Consultant shall work in conjunction with the CM to establish goals and produce Construction Documents which meet the City's objectives and budget, noting that the CM shall provide and update the cost estimate and construction schedule as required.

2.01A – Programming, Master Plan, Site Plan and Schematic Design:

- 1) The Consultant shall confer with representatives of the Director of the Department of Design and Construction Management to review and re-establish the Program, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.
- 2) The Consultant shall prepare and present, for approval by the City, up to three Master Plan Options, up to three Site Plan options, Police Headquarters Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, a Project Development Schedule and Statement of Probable Construction Cost (the estimate will be prepared by the CM if part of the project team) as defined below:
 - a. The Schematic Design Studies shall consist of site and floor plans, elevations, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.
 - b. The Project Development Schedule shall show the proposed completion date of each Phase of the Project through planning, design, permitting, bidding, construction, and proposed completion dates.
 - c. The Statement of Probable Construction Cost (when applicable) shall include a summary of the estimated cost of the mechanical, electrical and plumbing elements, professional fees, construction contingency allowance, escalation factors adjusted to the estimated bid date, movable equipment (if any), contingencies (if any), utility service extensions (if applicable), and funding allocation evaluation comprising a brief description of the basis for estimated costs (similar projects) with square foot costs adjusted to bid date, and a preliminary evaluation of the program and the allocated construction funds in terms of each other.
- 3) The Consultant shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next step in this Phase until the documents have been approved by

the City and an Authorization to Proceed with the next steps in the phase has been issued.

- 4.) The Consultant shall submit copies as required to obtain plat approval if required, Site Plan approval from the Planning and Zoning Board, and or City Commission if required. The consultant shall make presentations of the project to the Technical Advisory Committee, Planning and Zoning Board, City Commission and other Public meetings as needed. A minimum of 5 and maximum of 7 such public meetings are anticipated, rendered site plans, elevations, 3D elevations, and color presentations will be required for this phase. The consultant shall make revisions as needed to obtain Site Plan approval.

2.01B – Design Development:

- 1) From the approved Schematic Design documents, the Consultant shall prepare and present, for approval by City, Design Development Documents, comprising the drawings, 3-dimensional renderings, contextual perspective renderings, traffic/drainage studies and associated comprehensive multi-disciplinary studies, outline specifications and other documents to delineate and describe the size and character of the entire Project as to mechanical, electrical and plumbing engineering design, construction and finish materials and details and other items incidental thereto, feedback and resubmittal to the governing agencies, and as required by the Project Manager.
- 2) At this presentation the Consultant shall also submit an updated Statement of Probable Construction Cost (which will be prepared by a Construction Manager, if applicable). If the updated Statement of Probable Construction Cost exceeds the total budgeted amount, appropriate cost or scope reduction recommendations must be included.
- 3) The Consultant shall submit three sets of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the City has approved the documents.

2.01C – Construction Documents Development:

From the approved Design Development Documents, the Consultant shall prepare for approval by City, and in accordance with City's format, Final Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the Project Manager. The Consultant is responsible for full compliance of the design and the Construction Documents with all applicable codes.

- 1) 50% Construction Documents Submittal:

The Consultant shall make a 50% Construction Documents submittal, for approval by the City, which shall include:

- a. Three sets of prints of all drawings, specifications, perspective and visual supporting graphic information as required by the Project Manager.
- b. A complete index of every drawing sheet, to become part of the Construction Documents, and the Consultant's evaluation of the individual percentage completion of each sheet.
- c. Preparation of the Specifications, using FDOT Standard Specifications, CSI Standards, including the 16-Division and 3-part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format as approved by the Director or the Director's representative. The 50% construction documents submittal shall include all sections of applicable Divisions "0" (zero) and "1" and at least 50% of the technical specification sections, each of which should be 100% complete. These specifications should not be merely outline specifications as submitted during the Design Development phase.
- d. Coordinating with the Construction Manager, if available, to provide an updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.

An Authorization to Proceed with the completion of Phase III will not be issued if the latest Statement of Probable Construction Cost exceeds the Total Authorized Design Value, unless the City increases the Total Authorized Design Value or the Consultant and the City agree on methods of cost reduction sufficient to enable construction within the funds available.

- e. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.
- 2) The Consultant shall not proceed with further development until approval of the 50% documents is received from the City. The Consultant shall make all changes to the documents and resolve all questions indicated on the documents. The 50% complete Check Set shall be returned to the City.
 - 3) 100% Construction Documents Submittal:
 - a. Upon 100% completion of the Construction Documents, the Consultant shall submit to the City three copies each of check sets of the Drawings, Specifications, reports, programs, etc., together with a final, updated Statement of Probable Construction Cost from the Construction Manager, if applicable.
 - b. The Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the City. Upon final approval by the City, the Consultant shall furnish one copy of all Drawings and Specifications,

along with a reproducible set and an electronic copy to the City without additional charge.

- c. The Consultant shall assist the City in filing the required documents for approval by governmental authorities having jurisdiction over the Project and in obtaining certifications of "permit approval" by reviewing authorities prior to printing of the Bid Documents. The Consultant shall make the original documents or reproducible copies thereof available to the City for reproduction of additional copies as may be required for bidding and/or construction purposes. Facilitating a Public Workshop or a City Commission workshop may also be required.

2.01D – Bidding and Award of Contract:

1) Bid Documents Approvals and Printing:

Upon obtaining all necessary approvals of the Construction Documents, and approval by the City of the latest Statement of Probable Construction Cost, the Consultant shall assist the City, where applicable, in obtaining bids and awarding construction contracts or coordinating with the Construction Manager for same.

The City may have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Consultant.

2) Issuance of Bid Documents, Addenda and bid opening, in situations where projects are to be constructed without the services of a Construction Manager:

- a. The City shall issue the Bid Documents to prospective bidders and keep a complete "List of Bidders". The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at the Office of the Department of Design and Construction Management
- b. The Consultant shall prepare addenda, if any are required, for the City to issue to all prospective bidders. No addendum shall be issued without the City's approval.
- c. The Consultant shall be present at the bid opening, with the City's representatives.

3) If the lowest responsive, responsible Base Bid received, or the Construction Manager's Guaranteed Maximum Price (GMP), exceeds the Total Authorized Design Value, the City may:

- a. Approve the increase in Project cost and award a contract, or
- b. Reject all bids and rebid the Project, or if a Construction Manager is being utilized, reject the proposed Guaranteed Maximum Price (GMP) and negotiate with another Construction Manager, within a reasonable time with no change in the Project, or
- c. Direct the Consultant to revise the Project scope or quality, or both, as approved by the City, and rebid the Project, or

- d. Suspend or abandon the Project.

NOTE: Under item (3)c above the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount. The providing of such service shall be the limit of the Consultant's responsibility in this regard, and having done so, the Consultant shall be compensated in accordance with this Agreement. The City may recognize exceptional construction market cost fluctuations before exercising option (3)c above.

It is agreed that any "Statement of Probable Construction Cost" or Detailed Cost Estimate prepared by the Consultant or the Construction Manager (if applicable) represents a reasonable estimate of cost in the Consultant's or Construction Manager's best judgment as a professional familiar with the local construction industry, and that neither the Consultant, Construction Manager nor the City, has any control over the cost of labor, materials, and equipment, bidders' methods of determining bid prices, competitive bidding, or market conditions. Therefore, the Consultant cannot and does not guarantee that bids will not vary from the final Statement of Probable Construction Cost or Detailed Cost Estimate prepared by the Consultant or Construction Manager, if applicable.

If the Latest Statement of Probable Construction Cost exceeds the budgeted amount, the Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the City) that will result in bids within the available funds.

Evaluations of the City's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant or Construction Manager (if applicable) represent the Consultant's or Construction Manager's best judgment as a professional familiar with the construction industry. Prior to authorizing the Consultant to proceed with preparation of the Final Design, the City may establish and communicate to the Consultant a maximum sum for the cost of construction of the Project ("Construction Budget"). If the City has not advertised for bids within ninety (90) days after the Consultant submits the Final Design to the City, the estimate of the cost of construction may be adjusted. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, the City may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the City if all responsive and responsible bids received exceed the Construction Budget.

2.01E – Administration of the Construction Contract:

- 1) The Construction Phase will begin with the award of the Construction Contract and will end when the City approves the Contractor's final Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have authority to act on behalf of the City

to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.

- 3) The Consultant shall visit the site at least bi-weekly (or as necessary), and at all key construction events, and the Consultant's respective Subconsultants shall visit the site bi-weekly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall endeavor to guard the City against defects and deficiencies in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement.

The Consultant will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Consultant be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the Work in accordance with the Contract Documents.

- 4) The Consultant shall furnish the City with a written report of all observations of the work made by the Consultant and the Subconsultants during each visit to the Project. The Consultant shall also note the general status and progress of the work and submit it in a timely manner. The Consultant and the Subconsultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.
- 5) Based on observations at the site and consultation with the Project Manager, the Consultant shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the Consultant to the City that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:
 - a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - b. The results of any subsequent tests required by the Contract Documents.
 - c. Minor deviations from the Contract Documents correctable prior to completion.
 - d. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting.

By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Construction Contract Sum.

- 6) The Consultant shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall

render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.

- 7) Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor, and shall not show partiality to either.
- 8) The Consultant shall have authority to recommend rejection of work which does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the Consultant will have authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and delivered to the Project, or installed and completed. The Consultant shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.
- 9) The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. The Consultant shall prepare color boards or illustrative renderings to review the color selections, landscape/lighting/hardscape site furniture, material palette, for all finish materials with the Director of the Department of Design and Construction Management and furnish the approved colors to the Contractor in a timely manner so as not to delay the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Project Manager.
- 10) The Consultant shall initiate Change orders for the City's approval as required by the Consultant's observations, or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.
- 11) The Consultant shall examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, prior to occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the Contractor shall be prepared by the Consultant and the Subconsultants in conjunction with representatives of the City, and satisfactory performance obtained thereon before the Consultant recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the specifications, and deliver them to the City.
- 12) The Consultant shall provide assistance in obtaining the Contractor's compliance with the Contract Documents relative to 1) initial instruction of CITY's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.

- 13) The Consultant shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor; such drawings shall become the property of the City.

2.02 ADDITIONAL SERVICES (unless included in proposal) :

2.02A Additional Services as listed below are normally considered to be beyond the scope of the Basic Services as defined in this Agreement, and if authorized by an appropriate written authorization, will be compensated for as provided under Section 5.02.

- 1) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a project.(included in proposal)
- 2) Planning surveys, or comparative studies of prospective sites.
- 3) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the City.
- 4) The services of one or more full-time Project Field Representatives during construction.
- 5) Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of City's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- 6) Consultation concerning replacement of any work damaged or built inconsistently with the Contract Drawings, providing the cause is found by the City to be other than by fault of the Consultant or his/her agents.
- 7) Making major revisions changing the scope of a project, to drawings and specifications, when such revisions are inconsistent with written approvals or instructions previously given by the City and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope and/or scheme and/or any significant portion thereof.)
- 8) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, providing, however, that the Consultant cannot testify against the City in any proceeding during the course of this Agreement.
- 9) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.
- 10) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.

2.03 REIMBURSABLES:

EOD

2.03A Reimbursables are those items authorized by the City in addition to the Basic and Additional Services and consist of actual expenditures made by the Consultant and the Consultants' employees, Subconsultants, and Special Subconsultants in the interest of the Work for the following purposes:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel 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's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or of CONSULTANT to deliver services, set forth in this Agreement.
- e) Identifiable testing costs approved by Project Manager.
- f) 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.
- g) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations and requirements of Section 2.03 herein.

ARTICLE 3 SUBCONSULTANTS

3.01 DEFINITIONS:

3.01A A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the Consultant to furnish professional services for a project or task, described under Basic Services in Section 2.01 herein.

EOP

3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the Consultant to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

3.02A All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City and the Consultant under this Agreement.

3.02B Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The Consultant acknowledges that Subconsultants are under his direction, control, supervision, retention and/or discharge.

3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE
<u>HELMUTH, OBATA & KASSABAUM, PC</u>	<u>DESIGN ARCHITECT</u>
<u>SEE APPENDIX A-2 FOR COMPLETE LIST</u>	
<u>OF SUBCONSULTANTS</u>	

The Consultant shall not change any Subconsultant without prior approval by the Director of the Department of Design and Construction Management, in response to a written request from the Consultant stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR.

ARTICLE 4
THE CITY'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

The City, at its expense and insofar as performance under this Agreement may require, shall furnish the Consultant with the following information or may authorize the Consultant to provide the information as an Additional Reimbursable Service:

4.01A Complete and accurate surveys of sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic

data of a building site, and such information as it has relative to storm water, communications, sewer, water, gas and electrical services.

- 4.01B Soil borings or test pits, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend necessary tests to the City.
- 4.01C Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program as per Section 2.01A.
- 4.01D Drawings representing as-built conditions at the time of original construction will be furnished to the Consultant; however, they are not warranted to represent conditions as of this date. The Consultant must perform field investigations as necessary in accordance with Article 2.02A(5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.
- 4.01E The services, information, surveys and reports required by Paragraphs 4.01A through 4.01C, inclusive, shall be furnished at the City's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided the Consultant reviews all of the information provided by the City (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.
- 4.01F The City shall furnish the above information or authorize the Consultant to provide it as expeditiously as possible for the orderly progress of a project development.

4.02 PROJECT MANAGEMENT:

- 4.02A The Director of the Department of Design and Construction Management shall act in behalf of the City in all matters pertaining to this Agreement, and with the approval of the City Manager, the Department of Design and Construction Management shall issue all Authorizations to Proceed to the Consultant. The Director of the Department of Design and Construction Management shall approve all invoices for payment to the Consultant.
- 4.02B The Department of Design and Construction Management shall act as liaison between the Consultant and City. The Director of the Department of Design and Construction Management shall designate a Project Manager from the Department of Design and Construction Management staff to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The Project Manager shall also examine documents submitted by the Consultant, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the Consultant's work.
- 4.02C During the construction phase, the Consultant and the Department of Design and Construction Management staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.
- 4.02D If the City observes or otherwise becomes aware of any fault or defective work in a project, or other nonconformance with the Contract Documents during the construction phases, the City shall give prompt notice thereof to the Consultant.

4.03 LEGAL SERVICES, ETC.:

4.03A The City shall furnish any legal, accounting, insurance counseling, and auditing services that the Consultant may require to ascertain how or for what purposes a Contractor has used the money paid to the Contractor under a Construction Contract, as may be required by the City.

ARTICLE 5
BASIS OF COMPENSATION

5.01 PROFESSIONAL SERVICE FEES:

The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined under Sections 5.01A1, 5.01B, and 5.01C as applicable in the following manner:

5.01A Lump Sum:

- 1) The fee for a task or project may, at the option of the City, be a Fixed Sum as mutually agreed upon in writing by the City and the Consultant and stated in an Authorization to Proceed.
- 2) If a Fixed Sum is agreed upon as the "Basic Fee" for a project, payments to the Consultant on account of the fee shall be made the Phase of the Work as indicated under the Scope of Services Proposal , but not to exceed those percentages listed under Section 6.01.

It is understood that with Lump Sum Compensation, the Consultant shall perform all services for total compensation in the amount stated above. The City shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum Compensation amount stipulated.

5.01B NOT USED

5.01C Hourly Rate:

- 1) The fee shall be defined on an hourly rate as defined in Article 5.01E.
- 2) The following Principals may be employed on a project:

<u>ATTACHED EXHIBIT</u>	<u>FOIR RATES</u>
_____	_____
_____	_____

- 3) Personnel directly engaged on a project by the Consultant may include architects, engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to a project during all phases thereof.
- 4) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable Service.
- 5) Should overtime work be necessary, and authorized in advance by the Director of the Department of Design and Construction Management, the compensation for such work shall be approved by the Director and stated in an Authorization to Proceed.
- 6) It is understood with an hourly rate fee that the fees will not exceed the hourly salary rate shown on "Exhibit A" and all services shall be performed on that basis.

5.01D Fee for Additive Alternates:

The design of additive alternates authorized by the Director of the Department of Design and Construction Management will be considered a Basic Service and the fees for these alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Director of the Department of Design and Construction Management and the Consultant and approved by the City Manager.

5.01E Hourly Rates:

The hourly rate is defined as per "Exhibit A" Rate Schedule.

5.02 ADDITIONAL SERVICE/REIMBURSABLES FEE:

The Consultant may be authorized to perform Additional/Reimbursable Services as described under Sections 2.02 and 2.03. The fee for such services will be computed by one of the following methods:

- a) Mutually agreeable Fixed or Lump Sum, in accordance with Section 5.01A.
- b) Not used.
- c) Hourly Rate in accordance with Section 5.01C.

An independent and detailed Authorization to Proceed shall be required to be issued and signed by the Director for each additional service requested by the City. The

Authorization to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Hollywood Purchasing Ordinance and other applicable laws.

The City will reimburse the Consultant for authorized Reimbursable Services as verified by appropriate bills, invoices or statements.

- 5.03 Regardless of the method of compensation elected herein, this agreement and/or "Exhibit(s) A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the City may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. Subconsultant salary costs and Reimbursables shall be billed to the City in the actual amount paid by Consultant.
- 5.04 Absent an amendment to the agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so exceeded, the City shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

ARTICLE 6 PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work and as established by the approved proposal. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

15% upon completion and approval of Programming and Schematic Design

35% upon completion and approval of Design Development .

55% upon submittal and approval of 50% of Construction Documents

75% upon submittal of required renderings and final completion and approval of Construction Documents III.

80% upon final completion of Construction Administration .

100% upon completion of and approval of all Work and audit of account Construction Administration

Partial payments, corresponding to the percentage of completion of the project, may be made during Construction Administration, according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended through no fault of the Consultant, the Consultant shall be compensated for any required professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Section 5.01C and Exhibit A," and as authorized by an Authorization to Proceed.

6.02 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, the Consultant shall submit for approval by the Director of Department of Design and Construction Management, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to Subconsultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

6.03 DEDUCTIONS:

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

6.04 PROJECT SUSPENSION:

If a project is suspended for the convenience of the City for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE 7 REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

EOD

It is understood that all Consultant agreements for new work will include the provision for the re-use of plans and specifications, including Phase V of Basic Services described in Article 2, at the City's sole option, by the Consultants agreeing to do work in accordance with the above listed schedule, and by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals or documents being required and without recourse for such re-use.

If the CITY elects to re-use the plans and specifications prepared for a project for other projects on other sites, the Consultant will be paid 35% of the original basic fee as calculated under Article 5, Basis of Compensation for Phases I through IV. The Consultant shall not be paid for Phase V of such reuse unless the Consultant services are retained for Phase V, at which time a fee for this phase will be negotiated. Each re-use shall include all Basic Services and minor modifications to the plans and specifications. Services normally required to suit new site conditions, including landscaping, site work, etc., will be negotiated if required. Any major modifications to the plans and specifications will also be negotiated as necessary. The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed. The re-use rights referenced herein are for the re-use by the City of Hollywood only, and said re-use rights may not be transferred to another entity or governmental agency.

The Consultant shall bind all Sub-consultants to the Contract requirements for re-use of Plans and Specifications.

ARTICLE 8 GENERAL PROVISIONS

8.01 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless the CITY, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Florida Statutes 768.28, as amended from time to time.

8.02 INSURANCE:

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Consultant shall obtain insurance as specified in the schedules shown below. The Consultant will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by the Consultant. As an alternative the Consultant may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

The Consultant will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Consultant to provide satisfactory evidence of the required insurance, shall not extend

deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

The Consultant shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Consultant to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Consultant's failure to maintain the required insurance.

The Consultant shall provide, to the City, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance
2. Certified copy of the actual insurance policy

The City, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the City by the insurer.

The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the Consultant from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the City will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the City prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the City's Risk Management Department.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

8.02A INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

The Consultant shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

1. Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$ 1,000,000.00 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City. The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 300,000.00 Combined Single Limit (CSL)

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this contract, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:

\$ 100,000.00 Bodily Injury by Accident

\$ 500,000.00 Bodily Injury by Disease, policy limits

\$ 500,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

EOD

If the Consultant has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Consultant's status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Consultant's Excess Insurance Program.

If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the City.

4. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be:

\$ 5,000,000.00 per Occurrence / \$ 5,000,000.00 Aggregate

8.03 PERFORMANCE:

8.03A Performance and Delegation:

The services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise approved by the City. Said approval shall not be construed as constituting an agreement between the City and said other person or firm.

Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the City, to promptly remove and replace any personnel employed or retained by the Consultant, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the Consultant, to provide and perform services or work pursuant to the requirements of this Agreement, whom the City shall request in writing to be removed, which request may be made by the City with or without cause.

8.03B Time For Performance:

The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Director of the Department of Design and Construction Management and to complete each Phase within the time stipulated in the Authorization to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various Phases will be granted by the City should there be a delay on the part of the City in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

8.04 TERMINATION OF AGREEMENT:

8.04A Right to Terminate:

The City has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies,

drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the City. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The Consultant shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City's receipt of a statement from Consultant specifying its breach of its duties under this agreement.

8.04B Annulment:

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 9
MISCELLANEOUS

9.0 MISCELLANEOUS:

9.01 CONSULTANT'S ACCOUNT RECORDS:

The City reserves the right to audit the Consultant's accounts for bills submitted on Hourly Rate basis during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant.

9.02 OWNERSHIP OF DOCUMENTS:

Drawings and Specifications as instruments of service are and shall become the property of the City whether the Project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the City's use and occupancy of the Project.

The Drawings and Specifications shall not be used by the City on other projects, for additions to this Project, or for completion of this Project by others, provided the Consultant is not in default under this Agreement, except as provided in Article 7 or by agreement in writing and appropriate compensation to the Consultant, in which case such drawings and specifications may be used.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's rights.

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.

9.03 MAINTENANCE OF RECORDS:

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

9.04 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

9.05 SUCCESSORS AND ASSIGNS:

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the City, acting by and through its Board.

The Consultant and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.06 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for a project to be compensated under the Lump Sum method the Consultant shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Authorization to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

9.07 APPLICABLE LAW AND VENUE OF LITIGATION:

This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Broward County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the CITY under Article 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

9.08 CONSULTANT'S STAFF:

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

CONSULTANT will obtain prior written approval of Project Manager to change key staff. CONSULTANT shall provide Project Manager with such information as necessary to determine the suitability of proposed new key staff. Project Manager will act reasonably in evaluating key staff qualifications.

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

9.09 NOTICES:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written 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:

FOR CITY:

City Attorney
City of Hollywood
Post Office Box 229045
Hollywood, Florida 33022-9045

FOR CONSULTANT:

Edward A. O'Donnel
O'Donnell Dannwolf and Partners Architects, Inc.
2432 Hollywood Blvd
Hollywood, FL 33020

9.10 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence,

paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.11 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the 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.

9.12 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 this Agreement shall prevail and be given effect.

9.13 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

9.14 TIME:

Time is of the essence in this agreement.

9.15 COMPLIANCE WITH LAWS:

Consultant shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by the undersigned and the said Consultant has caused this Agreement to be executed by the undersigned and the seal of the Consultant set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

THE CITY OF HOLLYWOOD,
FLORIDA

(SEAL)
ATTEST

By _____
Josh Levy, Mayor

Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney

Cintya Ramos, Director of Financial Services

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

O'DONNELL DANAWOLF PARTNERS ARCHITECTS, INC.
Name of Corporation

KURT J. DANAWOLF
Secretary

By _____

(Corporate Seal)

P04000036518
Consultant's Registration No.

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

Witness: _____

Legal name of Partnership

Witness: _____

By: _____

Legal name (Title, if any)

WHEN THE CONSULTANT IS A JOINT VENTURE

Legal name of firm

Legal name firm

By: _____
Signature

By: _____
Signature

Legal name and title

Legal name and title

ATTEST

Witness

Witness

Witness

Witness

Exhibit A-1
Proposal Dated January 20, 2020



January 20, 2020

Mr. Luis Lopez
Assistant Director of Design and Construction
City of Hollywood, Florida
Department of Development Services
Architecture, Engineering & Mobility Division
2600 Hollywood Blvd Room 308
Hollywood, FL 33020

RE: Professional Architectural and Engineering Services for the City of Hollywood FL Police Headquarters

Dear Mr. Lopez,

The ODP/HOK team is pleased to provide the following lump sum fee proposal for architectural and engineering services for the new City of Hollywood Police Headquarters. We have provided our understanding of the scope of work and estimated construction cost of the facility which form the basis of our associated fees and professional services disciplines necessary to design, document and administer the construction for this very important project for the City.

We have provided comments related to the draft Agreement to align with more current terminology and acknowledgement of the standard of care associated with our services which we are hopeful can be resolved soon.

To provide context to the design approach ODP/HOK has included a Scope of Work and proposed Design Services Schedule whose timeline aligns with the City's draft schedule provided to our team at our October 10, 2019 meeting. While the project initiation date has adjusted, the timeline associated with each task and phase of work has remained as previously presented. The schedule outlines the time periods for various phases of the design team activities, which includes City of Hollywood review periods for the various submissions and presentations to various committees and stakeholders.

Our services are identified as Basic Services corresponding to the architectural, structural engineering, and MEP/FP engineering services and Additional Project Specific Services corresponding to the specialty disciplines necessary to complete the design services for this special facility.

The ODP/HOK Lump Sum Fee Proposal Summary of professional fees/services necessary for this project is summarized as follows:

Basic Services (Arch/Structural/MEPFP)	\$2,752,900.00
Additional Project Specific Services	\$1,078,600.00
Total	\$3,831,500.00



Reimbursable Expenses Allowances have been tabulated in the attached spreadsheet and are in addition to the professional fee outlined above

The tasks identified in our scope of services and schedule fall under the broad tasks/phases commonly associated with our work efforts and deliverables such as concepts; schematic design; design development; 50% construction documents, 100% construction documents, and construction administration. Our fees have been apportioned to the efforts associated with these tasks/phases and are representative of the level of effort for each phase of work.

We look forward to reviewing this proposal with you, finalizing our Agreement, and beginning our project initiation and program verification efforts for this important project.

Sincerely,

Edward A. O'Donnell, AIA
Vice President, AR93533
O'Donnell Dannwolf and Partners Architects, Inc.



Hollywood Police Headquarters Scope of Work – Revised January 20, 2020

The ODP/HOK team is pleased to submit this following scope of architectural and engineering services for the land use entitlement, design, documentation and construction administration services for the City of Hollywood Police Headquarters and a land use entitlement, including, plotting of adjacent properties to be located on South Park Road, Hollywood FL.

Background

The new City of Hollywood Police Headquarters Facility will be constructed on City owned property immediately south of the existing police headquarters on land that is currently being used as a Golf Course Driving Range and dual use surface parking for the Police Department and Golf visitors. The current Police Facility will remain in use during construction; the driving range will be closed when construction starts. A new golf course clubhouse and the new Police Headquarters Building will anchor a redevelopment of the site with a new main entrance off South Park Road. The golf course will also be reconstructed with a new driving range reconstructed to the south under a separate design and construction contract. The clubhouse and driving range are intended to be situated immediately south of the current rectangular area making up the driving range and parking area.

The new Police Headquarters is anticipated to be multi-story approximately 110,000 SF to 120,000 SF in total size, with structured parking for approximately 350-450 vehicles and a high first floor bay for large vehicle storage. The facility will include all functions including training and gun range, property and evidence, quartermaster, patrol, holding cells, detective units, recruitment, administration and public information. A police memorial will be designed and integrated with the new facility.

This Scope of Work is for an Architect of Record to create an overall Site Development or Master Plan, Site Plan, Conceptual Design, Schematic Design, Design Development, Construction Plans and Specifications and Architectural Services during construction.

The Master Site Plan will include potential development areas along Hollywood Blvd and South Park Road for retail, office space; and hotel use along the south edge adjacent to the golf course clubhouse. Development rights for the future uses will be obtained by platting for future phases, but no Site Plan will be created.

The Site Plan, Plat, Conceptual Design, Schematic Design, Design Development, Construction Plans will include the new Police Headquarters, new South Park Road entrance, access road to Police Headquarters and Club House, Structured Parking for the Police uses, demolition, site utilities and any required off site work. The Public Safety radio tower will be studied to determine if it will remain in place or if it can be relocated. A new radio communications room will be provided in the new facility.

The Project design is to follow the schedule by ODP/HOK dated 10/22/19 or as revised and approved by the City of Hollywood Contract Administrator.

Introduction

Our team understands the City has retained the services of McLaren, Wilson & Lawrie, Inc. to study staffing and growth projections suitable to develop a Facility Space Needs Assessment and Space Program. Following this effort MWL will provide initial concept design elements to identify key relationships of the facility.

During the early stages of the design the A/E services will parallel some of the work performed by MWL. This includes a Program Verification and Concept Design Phase described in detail below. Concurrent with the Program Verification and Concept Design effort, the ODP/HOK team will begin to develop information about the project site through a boundary, topographic, and site survey, site evaluation, and master plan studies. To understand the best and most marketable uses for the adjacent property our team will perform an adjacent land use study. Part of that study will necessitate a radio tower relocation study addressing the radio tower located directly adjacent to the existing Police Headquarters to determine if it can be relocated, with the potential of identifying candidate sites for its relocation. With the disposition of the radio tower determined and the appropriate land area for a marketable commercial use a Platting effort of the property will be undertaken. Three (3) presentations to members of the community will be made as part of these early studies to solicit citizens' input and address their concerns. Presentations will be made to the General Obligation Bond Advisory Committee at 100% Schematic Design or Concept Design as required and 60% Construction Documents.

The schematic design phase will follow the concept and master plan whereby the elements of the new City of Hollywood Police Headquarters will be defined. This phase will be followed by the design development and construction document phases which will further define the requirements of the project in progressively greater detail to allow agency review for building and site permits followed by the Construction Manager packaging and bidding the elements of the project for construction. A/E construction administration services will be performed for the duration of the construction phase.

Following is a summary of the scope of services for each of the major phases and tasks to be performed by the A/E team:

1. Project Initiation

The project will be initiated with a one day goal setting and visioning session whereby representatives of the police department and city stakeholders will articulate their goals and vision for the project, identify their priorities and discuss items not specifically identified in the program that would be beneficial to their efficient operation, assist in retaining staff and instill pride in their organization and workspace. Fundamental issues of facility and site security will be discussed and initial strategies for accommodating them will be reviewed.

2. Program Verification/Concept Design

During the program verification phase the design team will meet with the police department representatives to review the spaces identified in the space program developed by MWL to discuss its accuracy, intended uses and relationship between spaces and facility components. We will develop

functional diagrams where we believe they are warranted to further clarify the relationships and operations of each facility component/department. We will prepare a program verification report upon completion identifying any changes to the space program, operations and functional relationships.

The concept design phase will develop 3 design concepts for the facility organization and placement on the site. Site development issues discovered during the site analysis and master planning efforts will inform the placement and organization of the headquarters buildings, ancillary building and parking areas on the site. Through meetings with the Police Department representatives and the City stakeholders, the attributes of each site plan and conceptual design will be reviewed until a consensus on a site and design concept is achieved for advancement into the schematic design. The ODP/HOK team concept design will study blocking and stacking of the major facility components based on the verified program relationships and area requirements together with primary circulation elements, initial structural bays, and strategies for accommodating building engineering systems. A final report will be prepared that documents the concept design effort. Periodic progress/design review meeting with the Police representatives and City stakeholders will occur as identified in the project schedule. Concept Design Renderings (2) will be provided to the City for use on website project information page.

3. Site Survey

Site Survey will include four items required for Site Analysis;

- a. A boundary, topographic and site survey will be performed. The scope and limits of the survey are to be determined.
- b. Geotechnical borings will be taken analyzed and a soils report issued.
- c. An Environmental Survey will be conducted of the existing sites and a report issued.
- d. A Traffic and analysis of existing conditions will be conducted and a report issued.

4. Site Analysis/Investigations

The project site; limited to the parcel bounded by Hollywood Boulevard to the north and the limit of the driving range to the south; South Park Road to the west and Entrada Drive to the east will be analyzed for the following:

Technical Investigation

Engineering aspects of the site including availability and capacity of utilities, adequate water supply for fire protection and domestic use; type and capacity of electrical service upgrade requirements and time constraints associated with upgrades will be identified.

Analytical Investigation

Land use; zoning designation; topography; access; traffic patterns; potential road improvement requirements; buffers; views; right-of-ways; environmental considerations; natural features; vegetation, streams and flood-plains; buildable area designation.

Our team will develop diagrams to illustrate the analysis which will inform the master planning effort. We will present the analysis of the site at an appropriate time during the early stages of the program verification/concept design.

5. Adjacent Land Use Planning/Site Plan

The Adjacent Land Use/Site Plan will study commercial development options on the northernmost parcel of the government property located on Hollywood Boulevard and the site of the existing police headquarters. Our design team and planners will work with the City and their development representatives to assess low-rise commercial development options, their associated parking requirements, and vehicular and pedestrian access to and through the site. These studies will seek to establish the southern limits of the commercial development which will also establish the northern limits of the property to accommodate the new police headquarters. Through a series of studies and review meetings with the City and stakeholders identified in the project schedule we will refine the marketable site configurations to accommodate the commercial development. This effort will be performed simultaneously with the Radio Tower Relocation Study. The Design Team will prepare documents to apply for and manage land use plan amendment to city and county.

6. Radio Tower Relocation Study

Our team will work with the City and Police Department representatives to identify the uses of the existing radio tower and the constituents it serves. The goal of the study is to identify the issues associated with the tower's relocation and the impact on the commercial development of the site if the tower is to remain in its current location.

We understand the tower does not serve the emergency communications or radio system of the existing police headquarters. If requested our study can include identifying alternate site for the relocation of the radio tower and the design of the radio tower at its new location. ODP/HOK will coordinate the location of the radio tower and equipment with Owner provided vendors. All Construction Documents and Permit Plans for the Radio Tower will be provided by Owner supplied vendors. Radio tower equipment design to be provided by Owner.

7. Site Development/Master Plan

Based on the information being generated in the concept design and adjacent land use study our team will develop a site master plan that establishes the location of the major components of the new police headquarters, demonstrates separation of public, private, and secure vehicle and pedestrian access; identifies proposed ingress and egress points to the adjacent roads; illustrates the relationship between the police headquarters property and the adjacent commercial properties; and incorporates the latest planning option for the adjacent commercial property along Hollywood Blvd. and the inclusion or exclusion of the existing radio tower.

8. Platting

Our design team will provide drawing exhibits for the re-platting or rezoning of the parcel containing the existing Police Headquarters and the new parcel containing the new facility, and any parcels being created for future development.

9. Schematic Design

Following review and approval of the concept design and master plan our team will further develop the design of the Hollywood Police Headquarters, parking garage and site. The schematic design phase will incorporate the spaces identified in the verified program into the building floor plans including major horizontal and vertical circulation elements, initial building structural systems, and accommodations for engineering systems at a schematic level. Through a series of meetings with the Police Department representatives and City Stakeholders identified in the project schedule we will refine the design and share the progress; demonstrating how stakeholder review comments have been addressed. The schematic design will show the scale and relationships of the parts of the design concept through a site plan, floor plans, building elevations, 3D renderings (3 views) (Revit on BIM) and a building section.

The location for a police memorial will be designated for further development as the design progresses.

A design narrative will be developed to describe the major building components and engineering systems proposed to serve the facility. We will conduct one on-board informational review/presentation and round-table discussion with the local regulatory agencies to familiarize them with the project design and solicit their informal observations and comments.

A detailed cost estimate will be developed and a final schematic design report will be prepared.

The design team will develop presentation material and make presentations to the General Obligation Bond Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, City Commission and other Public entities as identified in the project Agreement. Material required for site plan review will be prepared and submitted for approval. Revisions will be incorporated as required.

10. Design Development

Following review and approval of the Schematic Design and identified construction cost, the Design Development phase will advance the elements of the design and building systems. Through a series of meetings with the Police Department representatives and City Stakeholders and General Obligation Bond Oversight Committee identified in the project schedule we will refine the design through the development of details, identification of millwork locations, and initial schedules depicting anticipated room finishes, door and door frame types. The design development documents will consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems,

electronic security systems, and such other elements as may be appropriate. The design development documents will include outline specifications that identify major materials and systems and establish in general their quality levels.

Initial furniture plans will be developed to indicate the type, size, and layout of furniture anticipated to be included in the project.

The results of the site studies outlined above including environmental, traffic, parking, topography and boundaries will be incorporated into the design development documentation.

Design development to include site development, architectural, structure, mechanical, electrical, plumbing, fire protection, voice/data, security, CCTV, card access, server room, radio room, Audio visual, DAS for emergency and cell phone providers, communication center, property and evidence room, training equipment, redundant systems, coordination of radio system, public address system, and lightning protection.

A police memorial will be designed to reflect the aspirations of the department and the officers it wishes to commemorate. We anticipate the memorial will be an exterior element; with certain interior spaces being designed to feature artifacts or other elements of law enforcement which expresses the history of the law enforcement community and demonstrates their commitment to public safety.

Three dimensional drawings and 2 contextual perspective renderings will be prepared.

At 100% Design Development, we will conduct one on-board informational review and round-table discussion with the local regulatory agencies to share the advancement of the design and demonstrate how it addresses the life safety requirements of the project design. Once again we will solicit their informal observations and comments.

Initial furniture plans will be developed to indicate the type, size, and layout of furniture anticipated to be included in the project.

Material and finishes selections will be reviewed with the Police Department Representative and City stakeholders for comment and approval.

The detailed cost estimate will be updated to the design development level will be developed and reviewed against the cost estimate prepared by the Construction Manager. Adjustment to the estimates and project scope will be made until the 2 estimates are reconciled. A design development phase document package will be prepared and submitted for review and approval.

The design team will develop presentation material and make presentations to the community and other interested parties. We anticipate 4 presentations will be made at this level of the development of the project.

11. Construction Documents

Following review and approval of the Design Development phase documents and identified construction cost, the Construction Document phase will be developed in three levels of completion; 30% Construction Documents; 60% Construction Documents and 90% Construction Documents in accordance with the requirements of the Agreement. Through a series of meetings with the Police Department representatives and City Stakeholders identified in the project schedule we will further refine the design. The Construction Documents will illustrate and describe the further development of the approved Design Development Documents and will consist of drawings and specifications setting forth in detail the level of materials and systems and other requirements for the construction of the Work.

At the 30% Construction Documents issuance, 60% Construction Documents issuance and again at 90% Construction Documents, an estimate of probable construction costs will be developed and reviewed against the cost estimate prepared by the Construction Manager. Adjustment to the estimates and project scope will be made until the 2 estimates are reconciled

Furniture plans and specifications will be prepared to indicate the type, size, and layout of furniture anticipated to be procured for the project.

Material and finishes selections will be refined and reviewed with the Police Department Representative and City stakeholders for final approval.

Details of the police memorial for construction will be developed.

Graphics and Signage will be developed to depict facility identity, room identification, code required signage and wayfinding that is coordinated with the interior design and material finishes.

ODP/HOK will provide monthly schedule updates, require MS project schedules or integration to city data.

At 60% Construction Documents and prior to permit submission, we will conduct one on-board informational review and round-table discussion with the local regulatory agencies to share the advancement of the design and demonstrate how it addresses the life safety requirements of the project design. Once again we will solicit their informal observations and comments. We will advise them of the anticipated date of the formal permit submission.

We will coordinate and review the details of the construction cost estimate prepared by the Construction Manager at the 60% and 100% Construction Document phases.

Up to 3 additive bid alternatives will be prepared to permit flexibility with the construction procurement.

12. Green Services

Develop strategies for Gold certification US green building council, fundamental commissioning and COPS (System commissioning services) for critical operation facilities.

LEED commissioning to be provided enhanced commissioning.

13. Permitting

In conjunction with the Construction Manager at Risk (CMAR) our design team will assist in the filing of the permit documents to the authorities having Jurisdiction. Once the AHJ has reviewed, our design team will respond and resubmit clarifications as required for the CMAR to obtain the required permits.

14. Bidding

Our team will assist the City in their selection process of a Construction Manager at Risk (CMAR). Once a CMAR is selected the design team will assist in bidding process, issuing clarifications, addenda, and bulletins as needed to clarify the requirements of the Construction Documents.

15. Construction Administration

During the Construction Phase, our team will assist the City in the administration of construction including periodic site visits, attendance at weekly Owner-Architect-Contractor meetings, Review and issuance of Contractor's Application for Payment as required, and review and response to Contractor Requests for Information (RFI) including issuance of sketches and drawing revisions as needed for clarification. Construction Administration services to be provided as below for an anticipated 18 month construction period including review of close out documents, final inspection, procedure lists.

16. Existing Police Headquarters Demolition

The design team will prepare a construction documents sufficient for a licensed demolition contractor to be able to obtain the required permits to demolish the existing Police Headquarters once the new facility is operational.

17. Non-Collusion and Fair Pricing Certification

Consultant shall execute Non-Collusion and Fair Pricing Certification.



January 20, 2020

ODP / HOK FEE PROPOSAL SUMMARY

Hollywood Police Department Headquarters

Hollywood, FLORIDA

FEE SUMMARY		FEE
A. BASIC FEE		\$2,752,900
B. PROJECT SPECIFIC SERVICES		\$1,078,600
Civil Engineering	\$126,000	
Landscape Architecture / Hardscape	\$100,000	
BISC / Security / AV	\$95,000	
Program Verification	\$25,000	
Detailed Cost Estimating	\$115,000	
Master Planning (site plan submission)	\$60,000	
Site Development/Master Plan	\$42,500	
Site Lighting Design	\$15,000	
Interior Design/Furniture	\$165,000	
LCCA Analysis	\$8,000	
Energy Model	\$8,000	
LEED Consultation / Certification (Silver)	\$75,000	
Building Commissioning	\$70,000	
Signage	\$50,000	
Platting / Zoning	\$28,000	
Survey	\$27,500	
Geotechnical Investigation	\$15,000	
Environment Study	\$24,000	
Traffic	\$20,000	
Scheduling - Design Phase	\$9,600	

TOTAL STIPULATED SUM \$3,831,500

All	Reimbursable Expense Allow:	\$20,000
	travel	\$65,000
	renderings	\$20,000
	Leed registration	\$15,000
	Printing and Postage	\$15,000

January 20, 2020
 team fee distribution
 Hollywood Police Department Headquarters
 Hollywood, FLORIDA

By SCOPE

SCOPE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Arch				\$994,835
Arch				\$994,835
	SLS - Fire Protection	40000	\$40,000	\$40,000
	MEPPP			\$459,380
	Structural			\$263,850

By PHASE

CONCEPTS	5%	SD	12.50%	DD	20%	50% CD	18.75%	100% CD	18.75%	CA	25%
	.90	.90		0.75	.45			.25			
	.1	.1		.25	.55			.75		.25	
	\$89,535	\$89,535	\$223,838	\$298,451	\$167,878	\$93,265	\$121,867.00	\$279,797	\$279,797	\$373,063	
	\$9,948	\$9,948	\$27,358	\$99,484	\$205,185	\$279,797	\$373,063	\$279,797	\$279,797	\$373,063	
	\$5,000	\$5,000	\$10,000	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
			\$80,392	\$91,876	\$86,134	\$86,134	\$114,845	\$86,134	\$86,134	\$114,845	
	\$5,000	\$5,000	\$41,400	\$62,100	\$51,800	\$51,800	\$51,750	\$51,800	\$51,800	\$51,750	

Additional Design Services

Civil Engineering	\$126,000	K-H		\$22,050	\$25,200	\$23,625	\$23,625	\$31,500
Landscape Architecture / Hardscape/Irrigation	\$100,000	HOK	\$5,000	\$32,000	\$25,000	\$11,500	\$11,500	\$15,000
BISC / Security / AV	\$95,000	OCI		\$16,625	\$19,000	\$17,813	\$17,813	\$23,750
Program Verification	\$25,000	HOK	\$25,000					
Detailed Cost Estimating	\$115,000	G+T		\$30,000	\$35,000	\$35,000	\$25,000	
Master Planning (site plan submission)	\$60,000	ODP	\$20,000	\$25,000	\$15,000			
Site Development/Master Plan	\$42,500	ODP	\$27,500	\$15,000				
Survey	\$27,500	Langan	\$27,500					
Platting/Zoning	\$28,000	Langan	\$28,000					
Traffic	\$20,000	Langan	\$20,000					
Environmental	\$24,000	Langan	\$24,000					
Geotechnical Investigation	\$15,000	Langan	\$15,000					
Site Lighting Design	\$15,000	OCI		\$2,625	\$3,000	\$2,813	\$2,813	\$3,750
Interior Design & Furniture	\$165,000	HOK		\$28,875	\$33,000	\$30,938	\$30,938	\$41,250
LCCA Analysis	\$8,000	OCI		\$4,000	\$4,000			
Energy Model	\$8,000	OCI		\$4,000	\$2,000			
LEED Consultation / Certification (Silver)	\$75,000	HOK		\$13,125	\$15,000	\$14,063	\$14,063	\$18,750
Building Commissioning	\$70,000	OCI					\$20,000.00	\$50,000.00
Signage	\$50,000	HOK					\$20,000	\$20,000
Scheduling - Design	\$9,600	G+T		\$2,400	\$2,400	\$2,400	\$2,400	\$10,000

Total Design Services Fee \$3,831,500 \$301,484 \$568,687 \$745,510 \$681,147 \$679,147 \$855,525

Reimbursable Expense Allow:

travel	\$5,000	ODP
	\$60,000	HOK
renderings	\$20,000	
LEED registration	\$15,000	
Printing and Postage	\$15,000	

Exhibit A-2
Hourly Rates

Exhibit A-2**Hourly rates for additional services:****ODP Architects –**

Classification	Hourly Rate
Principal	\$250.00
Director / Project Executive	\$225.00
Law Enforcement Operational Consultant	\$250.00
Sr. Associate / Job Captain / Project Manager	\$200.00
Associate	\$175.00
Draftsman	\$125.00
Clerical	\$45.00

HOK –

Architecture-	Hourly Rate
Principal	\$250.00
Justice Director	\$250.00
Senior Project Manager	\$197.00
Senior Project Designer	\$197.00
Specifications Writer	\$197.00
Construction Administrator	\$181.00
Senior Project Architect	\$181.00
Senior Lab Planner	\$186.00
Lab Planner	\$160.00
Architectural Specialist	\$171.00
Justice Planner	\$181.00
Project Architect	\$155.00
Designer	\$171.00
Senior Architectural Tech	\$124.00
Senior Design Technician	\$129.00
Computer Animator Specialist	\$140.00
Architectural Technician	\$114.00

Interiors-	Hourly Rate
Director of Interior Design	\$250.00
Sr. Interior Designer	\$155.00
Senior Interiors Architect	\$181.00
Interiors Project Manager	\$155.00
Senior Interiors Designer	\$129.00
Interiors Technician	\$88.00

Exhibit A-2

Graphics-	Hourly Rate
Director of Graphic Design	\$248.00
Graphic Designer Technician	\$140.00

Planning/Landscape Architecture-	Hourly Rate
Planning Director	\$250.00
Senior Planner	\$197.00
Senior Landscape Architect	\$197.00
Sr. Landscape Arch. Tech.	\$164.00
Landscape Architect	\$140.00

Sustainability-	Hourly Rate
Director	\$248.00
Specialist	\$145.00

OCI Associates, Inc. –

Classification	Hourly Rate
Principal	\$200.00
Registered Professional Engineer	\$185.00
Senior Project Manager	\$170.00
IT/AV Systems Design Engineering	\$150.00
Lighting Design Engineering	\$150.00
Project Engineer	\$120.00
Senior Designer	\$100.00
Designer	\$85.00
CAD Operator	\$75.00
Clerical	\$65.00

Osborn Engineering –

Classification	Hourly Rate
Principal	\$220.00
Senior Project Manager	\$199.00
Project Manager	\$183.00
Architect 1, Engineer 1	\$158.00
Architect 2, Engineer 2	\$149.00
Architect 3, Engineer 3, Technician 1	\$127.00
Architect 4, Engineer 4, Technician 2	\$111.00
Technician 3	\$107.00
Architect 5, Engineer 5	\$103.00
Architect 6, Engineer 6	\$99.00
Technician 4, Intern	\$81.00
Registered Fire Protection Engineer/Life Safety	\$236.00

Exhibit A-2

Kimley Horn -

Classification	Rate
Support Staff / Clerical	\$93.00
Senior Support Staff	\$140.00
CADD Technician	\$115.00
Senior CADD Technician	\$180.00
Analyst	\$180.00
Professional	\$200.00
Senior Professional	\$235.00
Principal	\$250.00

Langan Engineering & Environmental Services –

Table 1: Geotechnical, Environmental and Traffic Services

Staff Level	Personnel Name	Hourly Rate
Senior Principal	Cristina Gonzalez	\$250
Principal	Matthew Meyer/Vincent Yarina	\$250
Associate	Carlos Ortiz	\$263
Senior Project Personnel	John Kim/Michael Spievack	\$250
Project Personnel	Yordany Rodriguez	\$242
Senior Staff Personnel	Guriel Zeigerman/Gustavo Hernandez/Maximo Polanco	\$150
Staff Personnel	Kristen Snyder/Ivan Zapata/Aminta Velazquez/Jean Paul Boyd/Mohammed Huudu Yahaya	\$121
Administration Personnel	Marcia Chaviano/Connie Seiler	\$88

Table 2: Surveying Services

Staff Level	Personnel Name	Hourly Rate
Senior Project Surveyor	Bryan Merritt	\$190
Senior Staff Surveyor	Nolan Hall/Gary McDaniel	\$125
Staff Surveyor	Ryan Wolf/Donna Carmona/Jared DeSane	\$110

Gardiner & Theobald, Inc -

Exhibit A-2

Title	Hourly Rate
Managing Director	\$375
Senior Director	\$325
Director	\$275
Associate Director	\$225
Senior MEP Cost Manager	\$200
Senior Project/Cost Manager	\$185
Project/Cost Manager	\$165
Assistant Cost Manager	\$130

Tripp Scott -

Title	Name	Hourly Rate
Primary Attorney	Wilson C. Atkinson, III	\$550.00
Secondary Attorney	Gregory A. McAloon	\$300.00
Firm Partners		\$435-\$575
Associate Level Attorneys		\$235-325
Paralegals		\$155-185
Law Clerks		\$110.00

Exhibit A-3
Project Schedule

Exhibit A-3

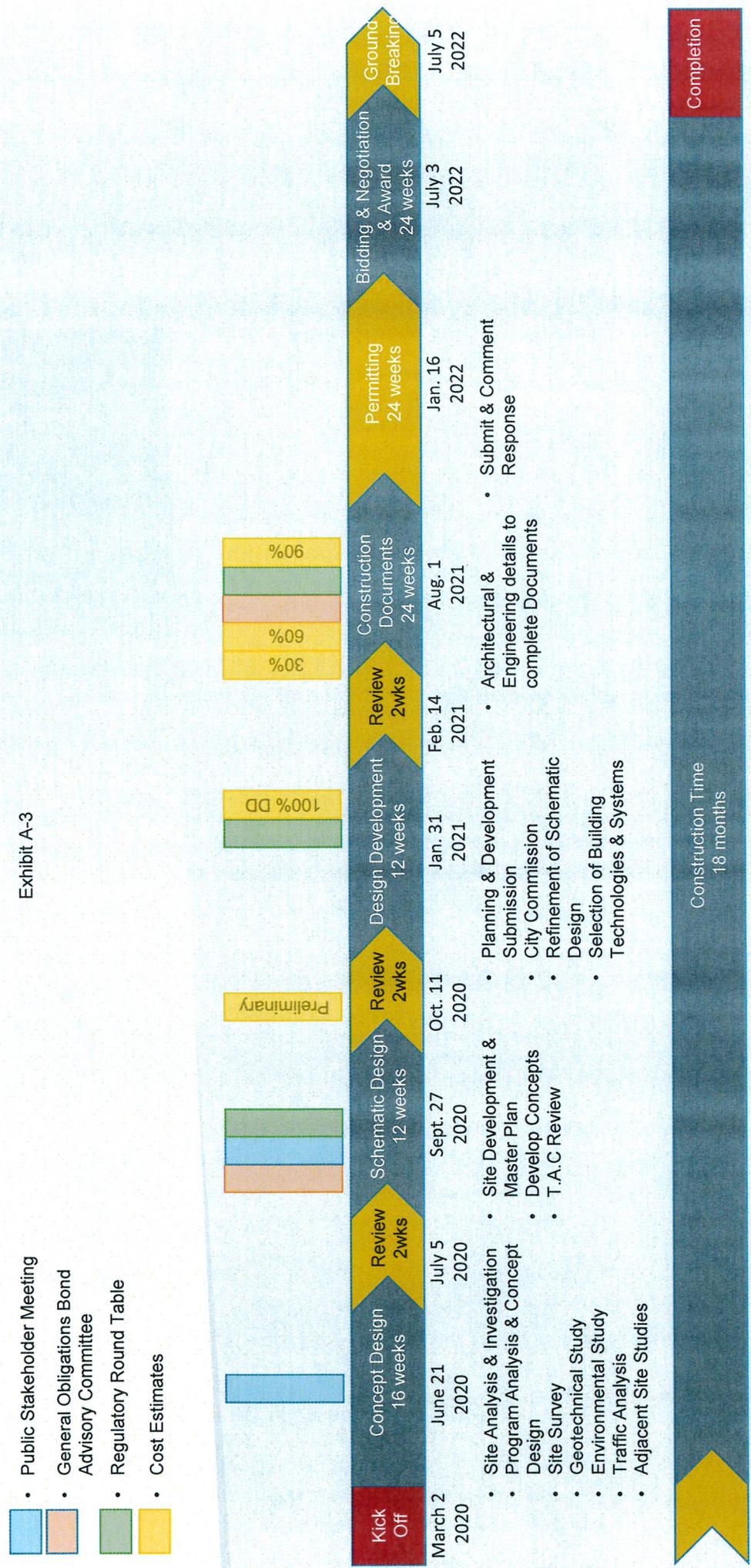


Exhibit B
Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 FAX (A/C, No): E-MAIL ADDRESS: coi@coadvantage.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Zurich Insurance Company 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED CoAdvantage Corporation Alt. Emp: O'DONNELL DANNWOLF AND PARTNERS ARCHITECTS 3350 Buschwood Park Drive #200 Tampa, FL 33618		

COVERAGES **CERTIFICATE NUMBER: 19FL090959069** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 56-11-942-05	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	04/01/2019	04/01/2020		Client# P385116-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
 O'DONNELL DANNWOLF AND PARTNERS ARCHITECTS
 2432 Hollywood Blvd.
 Hollywood, FL 33020

CERTIFICATE HOLDER

CANCELLATION

The City of Hollywood
 2600 Hollywood Boulevard
 Hollywood, FL 33020-4807

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Client#: 1053463

ODONNDAN4

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED O'Donnell Dannwolf and Partners Architects Inc 2432 Hollywood Blvd Hollywood, FL 33020	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XL Specialty Insurance Company		37885
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

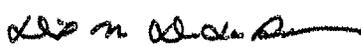
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N N/A PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Excess Liab			DPR9956976 01001095840	03/05/2020 03/05/2020	03/05/2021 03/05/2021	\$2,000,000 per claim \$2,000,000 annl aggr. \$3,000,00 per claim/agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood 2600 Hollywood Boulevard Hollywood, FL 33020-4807	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---