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**EXHIBIT A - Scope of Services**

**SECTION 1 PHASE 1**

**SECTION 2 PHASE 2** | To be included as a GMP amendment

## SECTION III - SCOPE OF WORK/SERVICES

### 3.1 Purpose

The Design and Construction Management (DCM) Department is seeking qualifications for a Design-Build services firm capable of performing design and construction of a new parking structure to be located in Downtown Hollywood within the Community Redevelopment District. The proposed parking structure will be located across from the Arts and Culture Center at the corner between Harrison Street and South 17<sup>th</sup> avenue. Please see attached Exhibit A for more details about the site location. It is anticipated that the parking garage will have approximately three hundred fifty (350) spaces, with additional space for City administrative and operational functions. Total number floors and final square feet to be determined with the selected firm.

#### 1) Administrative and Operational Facilities

- Dedicated office space for on-site staff, equipped with basic utilities, HVAC, and IT connectivity.
- Secured storage room(s) to house parking and maintenance supplies, signage, and code enforcement equipment.

#### 2) Technology and Enforcement Infrastructure

- Installation of Flock Safety License Plate Recognition (LPR) cameras to support Police Department operations.
- Integration of Fixed LPR cameras at garage entry and exit points for automated enforcement and vehicle monitoring.
- Parking guidance system (e.g., space availability indicators, directional LED signage)
- Parking guidance System wall mount display board to display parking count per each floor.
- T2 (multi-space meters or pay-on-foot kiosks) compatible with contactless, mobile, and credit card payments.

#### 3) Safety and Sustainability Features

- Installation of a security camera system covering throughout the garage entry/exit points, stairwells, and public areas within the garage.
- At least four-six Electric Vehicle (EV) charging stations, with infrastructure in place to support future expansion.

The City has selected the design-build delivery method in order to expedite design and construction and take advantage of the expertise in the parking garage design/build industry. The design and construction for this project will be contracted under a single entity known as the Design-Build Firm. The Design-Build Firm will develop a design in close coordination and consultation with the City of Hollywood, (City/Owner). Upon completion of the drawings and specifications, the Design-Build Firm will develop a Guaranteed Maximum Price (GMP). Development of the GMP is based on open book, competitive bids solicited from qualified subcontractors and vendors.

The selected firm, as part of their contract with the City, will be required to prepare complete, 100% Contract Documentation (Drawings and Specifications) for the new Parking Structure. The selected firm will be required to submit a Guaranteed Maximum Price (GMP) based on the documentation that they prepare. The proposed GMP will be required as part of the 30% Construction Documents "Design Criteria Package" and Specifications package. Upon negotiations of the 30% GMP, the City may elect to cancel the agreement, negotiate with the next ranked firm or conduct a new procurement process to competitively bid the project using

the “design criteria package” as the basis for a Design-Build-Bid solicitation.

### **3.2 Scope of Services**

The Design-Build firm shall be responsible for technical expertise, professional services and all related activities for design, permitting, and complete management of the project. The selected Contractor shall be expected to work closely with designated City staff to accomplish these goals. The Design-Build Firm shall design and furnish all labor, equipment, and material to construct a complete and operable parking structure complying with all applicable codes and standards. This will require coordination with private utility companies, residents, permitting agencies, public utilities, local businesses and other entities.

This project includes not only the design and construction of the Parking Structure, its ancillary appurtenances, but also includes bringing the necessary utilities onto the site and connections needed to operate and maintain these facilities and fire protection. Scope of work involves site work, storm water management, driveways and parking lots, security fencing and gates and landscaping. The work is to progress while minimizing disruptions to the surrounding areas and providing highest level of public safety to local residents and visitors to the downtown area.

#### **3.2.1 Design Services & Permitting Services:**

Following the approval of the conceptual design from City staff, the selected Design-builder shall proceed with the completion of the schematic design, design development and construction documents. The selected Design-builder shall be responsible for revising and/or supplementing specifications required to do all work associated with the project. Final drawings will be completed in an AutoCAD format acceptable to the City staff. A Professional Engineer and/or Architect licensed in the State of Florida shall sign all required engineering and architectural drawings as appropriate. Even though this is a design build project, the level of detail shown on the plans and within the specifications should be at a level sufficient for construction by any entity. This level of detail will allow for a full and thorough review of the documents by City staff.

**The selected Design-builder shall at a minimum, but not limited to:**

- a) Provide architectural and engineering services to develop final design plans, specifications, and cost estimates for the project.
- b) Develop a 30% design documents “design criteria package” with a proposed GMP for the project. The GMP is required to include all design and construction costs for the entire project.
- c) Provide drawings, calculations, and all required documentation necessary to obtain permits, if applicable; and
- d) Prepare high quality professional drawings for document review and approvals.

#### **3.2.2 Construction Services:**

The Design-builder shall provide comprehensive construction services including all equipment, materials and labor required to complete the parking structure as per the approved plans. Modifications to the final design made during construction shall be reviewed and approved by City staff prior to implementation.

**The selected firm shall at a minimum, but not limited to:**

- a) Provide architectural and engineering construction services.
- b) Coordinate site development reviews and inspections as necessary,

- c) Provide all construction administration services including disciplines coordination, document checking and coordination with City staff;
- d) Protect all surfacing, equipment and improvement during the entire construction process. This protection includes, but is not limited to, installation of fencing, cabling or other preventative measures to reduce un-permitted use of the area prior to the formal project closeout and the City's acceptance of the work;
- e) Attend scheduled progress meetings;
- f) Obtain all necessary permits; and
- g) Provide performance, payment and maintenance bonds;
- h) Provide a turnkey, finished product signed off and accepted by The City

### 3.2.3 Deliverables

The awarded Design-builder shall be responsible for performing professional architectural services, along with all required engineering services necessary to provide full design and construction of the City Parking structure facility. As the initial phase the awarded design-builder is responsible for all design disciplines of required professional services needed to develop full construction design documents for all aspects of the facility as provided herein.

The following submittals will be made during the design process:

- Concept plan 30% "Design Criteria Package" construction plans and specifications.
- 60% construction plans and specifications.
- 90% construction plans and specifications.
- Approved and Permitted Construction Plans and Specifications.

### 3.2.4 Conceptual Design

The selected Design Builder shall participate in meetings with staff.

**The selected Design-builder shall, at a minimum, but not limited to:**

- a) Provide proposed schedule from project initiation to project closeout;
- b) Submit a process for receiving design approvals;
- c) Develop a preliminary design concept 30% "Design Criteria Package" with a proposed GMP;
- d) Develop cost estimates at 60%, 90% design development;
- e) Final 100% permit set with all required permits by agencies having jurisdiction.
- f) Prepare a submittal log as well as comprehensive submittals of all materials for review and approval by The City; and

Deliverables shall be considered to be the tangible work projects which will be delivered to City staff such as reports, draft documents, data, interim findings, drawings, specifications, schematics, presentations, final drawings, reports and construction products. **Any proprietary products used need to be documented via product information sheets.** A viable product Maintenance Plan must also be included in the final report. The plan must include detailed information/full specifications on all parts and materials used. One digital and one hard copy must be submitted.

At a minimum, deliverables for this project shall include the items listed in the following subsections:

### 3.2.5 Conceptual Design:

The selected Contractor shall provide at a minimum, but not limited to:

- a) Proposed schedule from project initiation to completion;
- b) Design concept in a high quality, professional full color plan view drawing;
- c) Deliver a preliminary cost estimate and quantity of materials estimates in a file acceptable to the City.

### **3.2.6 Design Development and Construction Documents:**

The selected firm shall at a minimum, but not limited to:

- a) Provide high quality, professional construction drawings, details, specifications and cost estimates;
- b) Provide (3) 11"x17" review sets at the 30, 60 and 90 percent stages of construction document preparation. All prints on the review sets must be of a size so that the detailed notes can be read;
- c) Provide one (1) copy of 8.5"x11", written specifications shall be required at the 90 percent and 100 percent stages;
- d) Provide final estimates of costs and quantities of materials.
- e) Any and all authority having jurisdiction requirements for permit shall be provided.

### **3.2.7 Permits**

The selected firm shall at a minimum, but not limited to:

- a) Produce and provide architectural and engineering calculations and drawings in appropriate quantities and sizes, signed and sealed as required to obtain all state and local development permits; and
- b) Obtain and pay for all permits required for the project.

### **3.2.8 GENERAL (DESIGN AND PRE-CONSTRUCTION)**

- a) The Design-builder shall develop a Detailed Project Schedule, utilizing Critical Path Method (CPM) logic sequencing, reflecting the design (remaining portion thereof) and construction of the overall project.
- b) The Design-builder shall utilize the completed Detailed Project Schedule, to develop a Project Control Schedule, which shall be presented in a bar graph format. The purpose of the Project Control Schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the total project. The information derived from these two schedules are to become part of the Design-builder's management plan developed.
- c) Design-builder shall periodically update on a monthly basis both the Detailed Project Schedule and the Project Control Schedule throughout the term of the design and construction phases of the project as part of the Design-builder's management activity.
- d) The Design-builder shall review project requirements, specifications, on and off-site development, survey requirements, preliminary budget, and make value engineering and constructability recommendations for revisions to the City in the form of a written report prior to final payment for this phase.

- e) The Design-builder shall, subject to City's approval and compliance with existing City completion schedule, establish a preliminary master project schedule identifying all phases, Critical Path elements, responsibilities of the City, outside agencies, third parties and any other impacts which would affect project schedule and progress and update them monthly throughout the duration of the contract.
- f) The Design-builder shall provide project delivery options for the design, cost control and financial resource management. Such information shall be provided to the City in the form of a written report prior to final payment for this phase.
- g) The Design-builder shall utilize information and reporting systems to provide the City with monthly reports containing accurate and current cost controls, work status, including but not limited to Work narrative, Work completed/anticipated, short term and long-term schedules estimated expenditures, and project accounting systems of the project at all times. Such information shall be provided to the City in the form of a written report, prior to final payment for this phase.
- h) The Design-builder shall prepare a report with the Project Team's participation which shall describe, as a minimum, the Work plan, job responsibilities, and written procedures for reports, meetings, inspections, changes to the project, building systems and delivery analysis and other relevant matters. Such information shall be provided to the City prior to final payment for this phase.
- i) The Design-builder shall provide market analysis and motivation for subcontractor interest and recommendations for minority business participation. This shall include analysis of the Contractor's historical data for subcontracting, communication with contractor and trade organizations requesting participation, review of the City's M/WBE data, advertising, outreach programs, mailings to all prospective bidders identified by these actions, and reporting of all of the forgoing to the CITY. Such information shall be provided to the City in the form of a written report prior to final payment for this phase.
- j) The Design-builder 's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown in the Project Agreement. All required reports and documentation shall be submitted and approved by the City as pre-requisite to progress payments to the Design-builder by the City during this phase.

The Design-builder shall ensure all design documents are well developed for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the project. The Design-builder shall conduct constructability reviews, at a minimum at each design phase submittal, and to ensure compliance with all applicable laws, rules, codes, design standards, and ordinances. Design-builder shall immediately notify City of any non-compliant issues related to the design. Such information shall be provided to the City in the form of a written report in format as noted herein prior to final payment for this phase.

- k) Prepare a Master Checklist to be used as a guide for reviewing each technical discipline.
- l) Conduct reviews by preparing a "mark-up" set of documents and a list of comments corresponding to the "mark-up."
  - (a) Prepare and present a written report of constructability problems and concerns, including recommendations, checklist and comments

- m) Attending workshop meetings with the Project Manager to review proposed changes and recommending the changes, which are to be implemented for the project.
- n) Verifying and conducting final review of changes to the construction documents.
- o) The Design-builder shall prepare detailed cost estimates and recommendations to City at 30% Design Criteria Package, D.D (Design Development) C.D. (60% and 90% Construction Documents) phases of the project. Such information shall be provided to the CITY in the form of a written report prior to final payment for each phase. The Project Manager shall have the option of reducing the number of estimates depending on the percentage of the construction documents that is complete by the time this contract is executed.
- p) The Design-builder shall review all Contract Documents for the new and existing buildings and/or building sites and provide value engineering recommendations to minimize the City's capital outlay and maximize the City's operational resources. Such information shall be provided to the City in the form of a written report prior to final payment for this phase. All such recommendations shall be acknowledged and reviewed for incorporation into the construction documents once authorized by the City in writing.
- q) The Design-builder will review all new and existing buildings' conditions and the building site to ensure proper coordination, constructability, clarity and completeness, and to minimize conflict, errors, omissions and unforeseen conditions. The Design-builder shall coordinate all design and construction activities to eliminate change orders due to errors, omissions and unforeseen conditions. The Design-builder agrees specifically that no Change Orders shall be requested by the Design-builder or considered by the City for reasons that were or should have reasonably been known by to the Design-builder involving unforeseen conditions, conflicts or questions of clarity in the Contract Documents, or between the Contract Documents and the existing conditions, utilities, and unforeseen underground conditions.
- r) The Design-builder shall periodically update the master project schedule and make recommendations for recovery of lost time. Such information shall be provided to the City in the form of a written report prior to final payment for this phase.
- s) The Design-builder will coordinate provide to the City's Project Manager regarding status of permitting applications and requirements for the projects. The Design-builder will periodically update cost estimates and make recommendations to keep the project within the agreed GMP.
- t) At completion review of the plans and specifications, except only as to specific matters as may be identified by appropriate written comments pursuant to this section, the Design-builder, shall notify City in writing that the plans and specifications are consistent, practical, feasible and constructible and that the work described in the plans and specifications for the various bidding packages is constructible within the scheduled construction time.
  - i. DISCLAIMER OF WARRANTY: THE CITY DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT, CONSTRUCTIBLE OR WITHOUT DEFECT.
- u) The City may select certain projects for expediting using fast-track construction. When this option is exercised, in writing, by the City, it shall be implemented if it is identified as

necessary in a plan prepared by the Design-builder and agreed to by the City.

- v) The Design-builder shall be responsible for preparing Construction Cost Estimates in addition to preparing the GMP. The Project Manager shall have the option of adjusting the number of estimates for this project. Cost estimates are expected at conceptual, 30%, 60%, 90% and final GMP.
- w) The Design-builder's should constructability reviews in coordination with construction cost estimates and in order to reduce or control costs, the through the design development process, the Design-builder shall analyze the building's structural, architectural, mechanical, electrical and plumbing systems and elements, and make cost/performance recommendations for the Project Manager's consideration. The Design-builder shall prepare its recommendation in the form of a written report to be presented to the project team at each phase submittal review.

### **3.2.9 BIDDING AND AWARD PHASE**

- a. Upon obtaining all necessary approvals of the Construction Documents, including a Building Permit as required by the FBC and City approval of the latest Statement of Probable Construction Cost, the Design-builder shall obtain bids and commence awarding construction contracts.
- b. The Design-builder shall prepare a list of pre-qualified contractors, including Minority/Women Business Enterprises (M/WBEs), if applicable, and prepare a list of those recommended for work pursuant to this contract. The City reserves the right to reject any or all subcontractors recommended for approval. The Design-builder shall maintain a list of all potential bidders, including M/WBEs and those who are approved as pre-qualified. The Design-builder shall conduct a community outreach program to identify potential local subcontractors who may be selected to participate in the project.
- c. The Design-builder shall evaluate potential participants to establish their qualifications (based on past work experience, similar projects, the building quality of those past projects, and other similar factors) for presentation to the City. The Design-builder shall present its evaluation to the City in the form of a written report utilizing the attached Forms as necessary, the subcontractors being considered, the scope of work recommended for that subcontractor, the subcontractor's qualifications and past work history, and the Design-builder's recommendation concerning the use of the listed subcontractors.
- d. The Design-builder shall provide the necessary services to reach out to local and MBE/SBE firms.
- e. The Design-builder shall prepare and issue the bid packages to cover the scope of the Work for this contract.
- f. The Design-builder, in coordination with the City, shall schedule pre-bid conferences as required and issue a written summary of the conference(s).
- g. The Design-builder and City shall jointly open, at a mutually agreed location, and evaluate at least three bids, if possible, for each portion of the Work solicited. The Design-builder shall also make recommendations to the City for award to the lowest, responsive, and responsible bidder. A recommendation for award to other than the lowest bidder shall be justified in writing. Design-builder will disclose any related party relationship in a bidding subcontractor in writing prior to the award of contracts. For the purposes of this

agreement, a related party relationship shall constitute any instance of common ownership, common management, or an ownership stake in the bidding subcontractor. The Design-builder is required to present the bid tabulation summary and all supporting bid day documentation to the City after the bid opening. The referenced documentation as well as the awarding of any subcontracts is subject to the written approval of the City. The Design-builder is not authorized to enter into any subcontract agreements without first obtaining written approval for each subcontractor.

- h. Guaranteed Maximum Price (GMP): Upon completion of the 30% design phase “Design Criteria Package”, the Design-builder shall present to the City a proposed GMP for the City’s review and approval in accordance with the Project Agreements. Reconciliation of the GMP to occur at 60% and 90% and final bidding documents for a final GMP for the project.
- i. At the time of the submission of the documents referenced in the Project Agreements, the Design-builder is required to submit, in writing, a buyout reconciliation of all subcontracts that have been awarded as a product of the initial bid opening date. The result of this reconciliation is to be presented in association with a modified schedule of values reflecting the net buyout adjustment in the City Savings / Buyout line on the schedule of values. Any un-awarded values remaining in the GMP shall continue to be carried at their estimated amounts until a subcontract is awarded and adjusted in accordance with the Project Agreement.
- j. Design-builder should not assume self-performance of any work activities as a requirement to deliver their scope of services. The City discourages self-performing activities by the Design-builder unless it benefits the City, and results in cost, time savings, quality improvements and is pre-approved in writing by the City.

### **3.2.10 CONSTRUCTION PHASE**

- a. The Design-builder shall fully comply with the provision of the City’s Project Manual, including but not limited to Division 0 and 1, and the attached General Conditions. In the event of a conflict between this Agreement and such documents the agreement shall control.
- b. The Design-builder shall provide the minimum staffing level as set forth in the Project Agreement for this project.
- c. The Design-builder shall maintain and prepare monthly updates for all project schedules, including Critical Path elements, provide written progress reports, describe problems and corrective action plan(s) and conduct briefings as required by the City. Such information shall be provided to the City in the form of a written report with progress payments requests.
- d. Subject to the Project Agreement the Design-builder may self-perform certain construction work when it benefits the City, results in cost and time savings, and is pre-approved by the City in writing.
- e. The Design-builder shall coordinate project close-out, operation, and transition to occupancy.
- f. The Design-builder shall coordinate with the Engineer to provide complete project records including project manual, and electronic Computer Assisted Drafting (CAD) drawings

corrected to show all construction changes, additions, and deletions.

- g. The Design-builder shall coordinate with the City's staff to prepare the Certificate of Final Inspection.
- h. The Design-builder shall obtain and review all warranties, operations and maintenance manuals and other such documents, for completeness, have them corrected if necessary and submit them to the City.
- i. The Design-builder shall complete all punch list items generated by the Building Code Inspector (BCI), the City, and any others having jurisdiction over the project, during its inspections.
- j. If at any time during the course of the Project, the City determines that the performance of any Subcontractor, member of the Project Team or other member of Contractor's staff working on the Project is unsatisfactory, City can require Contractor to remove such person or entity from the Project immediately and replace such person or entity. Replacements of members of the Project Team or Design-builder's staff shall be at no cost or penalty to City for delays or inefficiencies the change may cause. Design-builder shall be entitled to request a Change Order for costs and time associated with the replacement of Subcontractors required by City.
- k. Design-builder shall exert every reasonable and diligent effort to assure that all labor employed by the Design-builder and its Subcontractors on the Project shall work in harmony, and be compatible, with all other labor being used on the Project and representatives of City. Design-builder shall include this provision in all contracts with its Subcontractors, and all Subcontractors shall include such provision in their contracts with sub-subcontractors; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work guaranteed by Article I, Section 6 of the Florida Constitution.
- l. No Contractual Relationship. Nothing contained in this Agreement shall create a contractual relationship between City and any other person or entity other than Design-builder.
- m. Good Order. The Contractor shall enforce strict discipline and good order among the Design-builder's employees and other persons carrying out Design-builder's obligations under the Contract Documents. The Design-builder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- n. Liability. Design-builder shall be responsible to City for acts and omissions of Design-builder's employees, contractors and their subcontractors, agents and employees, and other persons, including, design professionals, performing any portion of Design-builder's obligations under the Contract Documents.

### **3.2.11 WARRANTY PHASE**

- a. The Design-builder shall provide a minimum one (1) year warranty and shall coordinate and supervise the completion of warranty Work during the warranty period. Design-builder shall participate with the City in conducting of warranty inspections held on the sixth (6th) and eleventh (11th) months after occupancy. Design-builder shall deliver all as-built drawings, warranties and guaranties to the City.

- b. Where any Work is performed by the Design-builder 's own forces or by subcontractors under contract with the Design-builder, the Design-builder shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be free from improper workmanship and defective materials and in conformance with the Drawings and specifications. With respect to the same Work, the Contractor further agrees to correct all work found by the City to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of City Occupancy of the Project or a designated portion thereof or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications or by Florida Law. The Design-builder shall collect and deliver to The City any specific written warranties given by others as required by the Contract Documents.
- c. The Design-builder shall provide a Warranty Summary Report at the end of the 6- month warranty period and 11-month warranty period. This report shall provide at a minimum;
  - i. Description of each warranty item during the period.
  - ii. Date item reported to Design-builder.
  - iii. Date item corrected. If more than one trip required, document each.
  - iv. Description of action taken to cure warranty item.
  - v. Obtain signature of Project Manager or designee acknowledging warranty items have been completed.
  - vi. Other pertinent information, if applicable.
- d. Refusal of the Design-builder to provide any work required in the Warranty Phase of the project shall be basis for non-payment of any and all Warranty Phase Fee unpaid at the time of refusal.

*END OF SECTION*