RESOLUTION NO. R-2021-208

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING ENGINEERING FIRMS TO PROVIDE VARIOUS ENGINEERING SERVICES FOR CITYWIDE PROJECTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CONTINUING SERVICE CONTRACTS WITH EACH OF THE HIGHEST RANKED FIRMS BASED ON EACH FIRM'S DISCIPLINE OVER A THREE YEAR PERIOD.

WHEREAS, it is in the best interest of the City to enter into Continuing Service Contracts with multiple engineering firms ("consultants") to provide professional engineering services that may be required to implement future Citywide projects; and

WHEREAS, services to be accomplished under these contracts will include various future unidentified projects in which the estimated individual construction cost does not exceed $4,000,000.00 or for a study activity if the fee for each individual study does not exceed $500,000.00; and

WHEREAS, the City has followed the procedures set forth in Section 287.055, Florida Statutes, entitled "Consultants' Competitive Negotiation Act" ("CCNA"), to obtain such services; and

WHEREAS, on March 11, 2021, the City advertised Request for Qualifications pursuant to. RFQ-4666-21-DCM ("RFQ") on BidSync for Various Engineering Services Disciplines through Continuing Services Contracts; and

WHEREAS, the following disciplines were solicited in the RFQ:

1. Coastal and Marine Engineering
2. Civil Engineering General
3. Civil Engineering Roadway
4. Traffic Engineering & Transportation Planning
5. Environmental Engineering
6. Construction Engineering Inspections
7. Geotechnical, Materials Testing, Special and Threshold Inspection Services
8. Mechanical, Electrical, Plumbing Engineering
9. Structural Engineering
10. Information Technology, Access, CCTV

; and

WHEREAS, 237 consultants viewed the RFQ and 47 consultants downloaded the documents from Bidsync, and on April 22, 2021, the City received Statement of Qualifications ("SOQs") packages from 51 consultants; and

WHEREAS, the 51 consultants that submitted SOQs are as follows:

1. AE Engineering, Inc.
2. BCC Engineering, LLC.
3. BMA Consulting Engineering, Inc.
4. Calvin Giordano & Associates, Inc.
5. Cardno, Inc.
6. Carnahan Proctor and Cross, Inc.
7. CES Consultants, Inc.
8. Chen Moore and Associates, Inc.
9. Coastal Systems International, Inc.
10. Craven Thompson & Associates Inc.
11. Cummins Cederberg, Inc.
12. DRMP, Inc.
13. DTM Tech, Inc.
14. E Sciences, Incorporated
15. EAC Consulting, Inc.
16. Engenuity Group Inc.
17. Florida Technical Consultants
18. G. M. Selby, Inc.
19. Gresham Smith
20. H2R Corp
21. HBC Engineering Company
22. Jezerinac Group, PLLC
23. Johnson Mirmiran & Thompson, Inc.
24. Keith and Associates, Inc.
25. Kimley-Horn and Associates, Inc.
26. Lakdas/Yohalem Engineering, Inc.
27. Langan Engineering and Environmental Services, Inc.
28. Lisa S. Bernstein
29. Marlin Engineering, Inc.
30. Master Consulting Engineers, Inc.
31. Miller Legg & Associated, Inc. d/b/a Miller, Legg
32. Moffatt & Nichol, Inc.
33. NOVA Engineering & Environmental, LLC.
34. NV5, Inc.
35. Professional Service Industries, Inc.
36. R. J. Behar & Company, Inc.
37. Radise International, L.C.
38. Ribbeck Engineeirng Inc.
39. Ross & Baruzzini, Inc.
40. Rummel, Klepper & Kahl, LLP d/b/a RK&K

41. SGM Engineering, Inc.
42. Stantec Consulting Services Inc.
43. Tectonic Group International, LLC
44. Terracon Consultants, Inc.
45. The Corradino Group, Inc.
46. The Osborne Engineering Company
47. Thompson & Associates Inc.
48. Tierra South Florida Inc. d/b/a TSFGEO
49. TRC Worldwide Engineering, Inc.
50. Turrell Hall & Associates Inc
51. Universal Engineering Sciences, LLC.

; and

WHEREAS, City staff assembled a Selection Committee comprised of two Project Managers from Design and Construction Management, an Assistant City Engineer, and the Director of Information Technology; and

WHEREAS, on May 26, 2021, May 27, 2021, June 10, 2021 and June 14, 2021, members of the Selectio Committee met in four publicly advertised meetings to evaluate SOQs based on the selection criteria published in the RFQ, and determined that interviews and/or oral presentations were not necessary; and

WHEREAS, the Selection Committee ranked and qualified consultants as described below, with the highest average score dictating the highest ranked for each of the 10 Disciplines:

A. Coastal and Marine Engineering (five consultants qualified out of eight submissions for this discipline):

1. Cummins Cederberg, Inc. 98 Average Score
2. Coastal Systems International, Inc. 94 Average Score
3. Stantec Consulting Services Inc. 89 Average Score
4. G. M. Selby, Inc. 88 Average Score
5. Moffatt & Nichol, Inc. 88 Average Score

B. Civil Engineering General (10 consultants qualified out of 19 submissions for this discipline):

1. Coastal Systems International 95 Average Score
2. Kimley-Horn and Associates Inc. 92 Average Score
3. Keith and Associates Inc. 92 Average Score
4. Craven Thompson & Associates Inc. 86 Average Score
5. Calvin Giordano & Associates Inc. 84 Average Score
6. Stantec Consulting Services Inc. 84 Average Score
7. Rummel, Klepper & Kahl, LLP. d/b/a RK&K 83 Average Score
8. Chen Moore and Associates, Inc. 83 Average Score

9. NV5, Inc. 80 Average Score
10. Engenuity Group Inc. 80 Average Score

C. Civil Engineering Roadway (nine consultants qualified out of 22 submissions for this discipline):

1. BCC Engineering, LLC. 89 Average Score
2. The Corradino Group, Inc. 88 Average Score
3. Marlin Engineering, Inc. 87 Average Score
4. Calvin Giordano & Associates Inc. 87 Average Score
5. Kimley-Horn and Associates, Inc. 86 Average Score
6. Johnson, Mirmiran & Thompson, Inc. 86 Average Score
7. R. J. Behar & Company, Inc. 85 Average Score
8. EAC Consulting, Inc. 85 Average Score
9. CES Consultants, Inc. 84 Average Score

D. Traffic Engineering & Transportation Planning (15 consultants qualified out of 16 submissions for this discipline):

1. Carnahan Proctor and Cross, Inc. 91 Average Score
2. Marlin Engineering, Inc. 89 Average Score
3. Kimley-Horn and Associates, Inc. 89 Average Score
4. Calvin Giordano & Associates, Inc. 88 Average Score
5. The Corradino Group, Inc. 87 Average Score
6. Rummel, Klepper & Kahl, LLP d/b/a RK&K 86 Average Score
7. BCC Engineering, LLC. 85 Average Score
8. Johnson, Mirmiran & Thompson, Inc. 84 Average Score
9. Stantec Consulting Services Inc. 83 Average Score
10. R. J. Behar & Company, Inc. 82 Average Score
11. Keith and Associates, Inc. 81 Average Score
12. DRMP, Inc. 81 Average Score
13. HBC Engineering Company 72 Average Score
14. Moffatt & Nichol, Inc. 72 Average Score
15. Lisa S. Bernstein 72 Average Score

E. Environmental Engineering (seven consultants qualified out of 13 submissions for this discipline):

1. Terracon Consultants, Inc. 93 Average Score
2. Radise International, L.C. 92 Average Score
3. Professional Service Industries, Inc. 90 Average Score
4. E Sciences, Incorporated 90 Average Score
5. Universal Engineering Sciences, LLC. 89 Average Score
6. NOVA Engineering & Environmental, LLC. 89 Average Score
7. Langan Engineering and Environmental Services, Inc. 86 Average Score

F. Construction Engineering Inspections (nine consultants qualified out of 19 submissions for this discipline):

1. Carnahan Proctor and Cross, Inc. 93 Average Score
2. AE Engineering, Inc. 91 Average Score
3. Tectonic Group International, LLC. 90 Average Score
4. Stantec Consulting Services Inc. 88 Average Score
5. BCC Engineering, LLC. 87 Average Score
6. Rummel, Klepper & Kahl, LLP d/b/a RK&K 87 Average Score
7. Johnson, Mirmiran & Thompson, Inc. 82 Average Score
8. The Corradino Group, Inc. 82 Average Score
9. CES Consultants, Inc. 82 Average Score

G. Geotechnical, Materials Testing, Special and Threshold Inspection Services (eight consultants qualified out of 12 submissions for this discipline):

1. Tierra South Florida Inc. d/b/a TSFGEO 93 Average Score
2. Professional Service Industries, Inc. 91 Average Score
3. Radise International, L.C. 90 Average Score
4. NV5, Inc. 90 Average Score
5. Terracon Consultants, Inc. 88 Average Score
6. NOVA Engineering & Environmental, LLC. 87 Average Score
7. H2R Corp 87 Average Score
8. Universal Engineering Sciences, LLC. 85 Average Score

H. Mechanical, Electrical, and Plumbing Engineering (four consultants qualified out of eight submissions for this discipline):

1. SGM Engineering, Inc. 93 Average Score
2. DTM Tech, Inc. 90 Average Score
3. The Osborne Engineering Company 88 Average Score
4. Gresham Smith 81 Average Score

I. Structural Engineering (five consultants qualified out of 13 submissions for this discipline):

1. Jezerinac Group, PLLC. 92 Average Score
2. Master Consultanting Engineers, Inc 92 Average Score
3. Lakdas/Yohalem Engineering, Inc. 90 Average Score
4. Kimley-Horn and Associates, Inc. 87 Average Score
5. TRC Worldwide Engineering, Inc. 86 Average Score

J. Information Technology, Access, CCTV (four consultants qualified out of five submissions for this discipline):

1. Ross & Baruzzini, Inc.	92 Average Score
2. The Osborne Engineering Company	87 Average Score
3. NV5, Inc.	85 Average Score
4. G. M. Selby Inc.	71 Average Score

; and

WHEREAS, consulting services for specific projects will be requested on an "as needed – when needed" basis and the initial term of each Continuing Service Contract will be for three years with the option to renew the contract for two subsequent one-year terms based on satisfactory performance and mutual agreement; and

WHEREAS, the Department of Design and Construction Management and the Chief Procurement Officer recommend that the City Commission authorize the appropriate City officials to execute the attached Continuing Service Contract with each of the highest-ranked consultants based upon their disciplines to provide engineering services as set forth above, and begin contract negotiations as Citywide projects are approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the appropriate City officials to execute the attached continuing services contracts with each of the highest-ranked firms based upon the disciplines, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING ENGINEERING FIRMS TO PROVIDE VARIOUS ENGINEERING SERVICES FOR CITYWIDE PROJECTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CONTINUING SERVICE CONTRACTS WITH EACH OF THE HIGHEST RANKED FIRMS BASED ON EACH FIRMS' DISCIPLINE OVER A THREE YEAR PERIOD.

PASSED AND ADOPTED this 1 day of September, 2021.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

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

DR

DOUGLAS R. GONZALES
CITY ATTORNEY

CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

CONTINUING SERVICES CONTRACT

FOR

VARIOUS ENGINEERING SERVICES (DISCIPLINES)

DEPARTMENT OF DESIGN AND CONSTRUCTION MANAGEMENT
2207 RALEIGH STREET
HOLLYWOOD, FLORIDA 33022

CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN AND CONSTRUCTION MANAGEMENT
2207 RALEIGH STREET, HOLLYWOOD, FL 33022
954-921-3410

PROFESSIONAL CONTINUING SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20_____, by and between the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida (hereinafter "City") and _____, a corporation authorized to do business in the State of Florida (hereinafter the "Consultant,").

WITNESSETH:

WHEREAS, it is in the best interests of the City to be able to obtain professional engineering services for VARIOUS ENGINEERING SERVICES (DISCIPLINES) expeditiously when a need arises in connection with a study or a partial or complete capital improvement project; and

WHEREAS, the City has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), to provide professional engineering services for VARIOUS ENGINEERING SERVICES (DISCIPLINES) as directed by the Director of the Department of Design and Construction Management ("DCM"), for such project(s) and/or tasks as may be required by the City, pursuant to the terms and conditions of the Request for Qualifications (RFQ), the specific proposal for each project and/or task and this Agreement.

NOW, THEREFORE, the City and the Consultant, for the considerations herein set forth, agree as follows:

[THIS SPACE LEFT INTENTIONALLY BLANK]

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SCOPE OF WORK

The Consultant shall furnish Professional Engineering Services for VARIOUS ENGINEERING SERVICES (DISCIPLINES) for miscellaneous projects, upon issuance of a Consultant's Authorization to Proceed by the Director of the Department of Design and Construction Management or his/her designee, and for other projects specifically authorized by a Consultant's Authorization to Proceed.

The miscellaneous projects that are subject to the issuance of a Consultant's Authorization to Proceed may relate to: engineering, 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 engineering 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 engineering 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 of this Agreement.

The City will pay the Consultant a separate fee for each Authorization to Proceed issued.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following methods or a combination of methods, 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 continuing service contract is for a term of three years with the option to renew for two addditional one 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 Scope of the Work and the fee for services rendered in connection with the Scope of 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. In the event that a specific project and/or task involves projects that are being funded in whole or in part by grant funding or Broward County Surtax funding, the Firm may be required to execute the additional contract documents for surtax projects being funded by Broward County and/or comply with grant conditions related to specific projects as set forth in RFQ No. 4666-21-DCM.

Upon the request of the Director of the Department of Design and Construction Management or his/her designee, the Consultant will submit a proposal prior to the issuance of an Authorization to Proceed. 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 architectural and engineering services defined in Section 2.02

1.02 BASIC SERVICES: Those architectural and engineering services defined in Section 2.01.

1.03 CITY: The City of Hollywood a Municipal Corporation of the State of Florida.

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 Atkins North America, 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 having the authority and responsibility for management of the specific projects authorized under this Agreement.

1.09 INSPECTOR: An employee of the CITY 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 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 and/or engineering services set forth in the five phases enumerated in this Agreement and in accordance with the Florida Building Code, the Hollywood Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements; including all architectural and engineering design requirements. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, (hereinafter collectively called "Basic Services"), and set forth as follows:

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

2.01A Phase I 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 or designee 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 to provide required parking spaces for the Former Armory building proposed use, 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 a Notice/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 General Obligation Bond Advisory Board, Pre-Application Conceptual Oversight Committee, 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 and a change of use.

5.) Consultant to record comments and suggestions, prepare meeting minutes, and provide written responses to all comments, including information about why the comment/suggestion was or was not incorporated into the design. These responses will be included in the 60% plans presentation.

6.) Consultant to provide document detailing LEED certification goals and outline of how to achieve desired certification level.

7.) Attendance at bi-weekly design progress meetings will be required. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in person.

2.01B Phase II – Design Development:

Please Note: The City may choose to stop the Design Services at this Stage, and issue a Request for Proposal for Design-Build Services.

1) From the approved Schematic Design documents, the Consultant shall prepare and present, for approval by City, an updated project design and permitting schedule, 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, written responses to concept plan comments 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.

4.) Attendance at 1 GOB advisory Board Meeting, and at least two public meetings will be required, in addition, the preparation and presentation of a PowerPoint presentation including updated renderings and project information shall be included. Consultant must provide written responses to all comments from the initial GOB advisory Board presentation, including information about why the comment/suggestions was or was not incorporated into the design. Consultant to prepare meeting minutes and provide written responses to all comments for every meeting

5.) Attendance at bi-weekly design progress meetings. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in-person.

6.) All required preliminary submittals for project permitting, including any required permit coordination meetings, plan revisions, and re-submittals.

- For City of Hollywood permits, DCM will pay through interoffice transfer
- For outside agencies, the Consultant will pay any review fees and will be reimbursed upon submittal and approval of expense documentation

7.) All required Utility Coordination.

8.) Value Engineering beginning at 30% plans if construction cost estimate is more than 95% of construction budget.

9.) A project-specific MOT and phasing plan for each phase of construction will be included in the project plans beginning with the 60% plan submittal.

2.01C Phase III – 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) 60% Construction Documents Submittal:

The Consultant shall make a 60% 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 Design and Construction Management Department representative. The 60% 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.

SAMPLE

A Notice/Authorization to Proceed with the completion of the Design Development Phase 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.

SAMPLE

2.01D Phase IV – 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

SAMPLE

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 Phase V – 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.

14) The consultant shall monitor construction progress of LEED Certification plan items; ensure that project is on tract and meet all expected LEED requirements. File all expected LEED certification of application documents and remain involved in the LEED process until project received agreed upon level of LEED certification.

2.02 ADDITIONAL SERVICES:

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.

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:

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 of the CRA 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.

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
_____	
_____	
_____	

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.

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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 Section 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 Subsections 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 or his/her designee shall act in behalf of the City in all matters pertaining to this Agreement, and with the approval of the City Manager, the Director of the Department of Design and Construction Management or his/her designee 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.

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4.02B The Director of the Department of Design and Construction Management or his/her designee 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 Scope of 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 Development Services 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, and 5.01B as applicable and 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 on a percentage of the Basic Fee according to the Phase of the Work as indicated under Section 6.01.

3) If the City authorizes an increase or decrease in the scope of the Project, the Basic Fee may be adjusted in accordance with "Exhibit A" Rate Schedule or as mutually agreed upon.

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 Hourly Rate:

1) The fee shall be defined on an hourly rate as set forth Section 5.01D.

2) The following Principals may be employed on a project:

_____ _____

_____ _____

_____ _____

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 or his/her designee, the compensation for such work shall be approved by the Director or his/her designee 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.

SAMPLE

5.01C Fee for Additive Alternates:

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

5.01D 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) Hourly Rate in accordance with Section 5.01B.

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's 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.

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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. 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 Phase I.

35% upon completion and approval of Phase II.

55% upon submittal and approval of 50% of Phase III.

70% upon submittal of required renderings and final completion and approval of Phase III.

75% upon final completion of Phase IV.

95% upon completion of and approval of all Work and audit of account Phase V.

100% upon completion of items 11, 12 and 13 of Phase V

Partial payments, corresponding to the percentage of completion of the Project, may be made during Phase V, 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, as per the monthly rate schedule agreed upon in the Phase V Authorization to Proceed in accordance with Section 5.01A

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.

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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 six months and less than one year 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 . If the Project is resumed after having been suspended for more than six months and less than one year, the Consultant's further compensation shall be limited to a one time mobilization fee of $5000. If the Project is suspended for a period longer than one year, the Consultants further compensation will be subject to renegotiations.

ARTICLE 7
REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

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 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 Section 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 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)

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If split limits are provided, the minimum limits acceptable shall be:

$ 500,000.00 per Person
$ 1,000,000.00 per Occurrence
$ 100,000.00 Property Damage

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)

If split limits are provided, the minimum limits acceptable shall be:

$ 100,000.00 per Person
$ 300,000.00 per Occurrence
$ 50,000.00 Property Damage

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
$ 100,000.00 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.

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:

$ 1,000,000.00 per Occurrence / **$ 2,000,000.00** 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 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

SAMPLE

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 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 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.

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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 a Hourly Rate basis during the performance of this Agreement and for five 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 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 year period

noted above; provided, however such activity shall be conducted only during normal business hours.

9.04 EXTENT OF AGREEMENT:

This Agreement along with the terms and conditions set forth in RFQ No. 4666-21-DCM, 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 Section 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees. 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.

9.08 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:

Director of Development Services
City of Hollywood
2600 Hollywood Blvd., Rm. 315
Hollywood, Florida 33020

With a copy to:
City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

FOR CONSULTANT:

_____

_____

_____

_____

9.09 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,

SAMPLE

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.

9.10 JOINT PREPARATION:

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

9.11 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, 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 contained in this Agreement shall prevail and be given effect.

9.12 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.

9.16 PROHIBITION AGAINST CONTINGENT FEES:

The Professional Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the professional engineer 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 professional engineer 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 agency 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.

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

City of Hollywood, a municipal corporation of the State of Florida

Attest:

_____
Patricia A. Cerny, MMC
City Clerk

_____
Josh Levy, Mayor

Approved As To Form and Legal
Sufficiency for the use and reliance
of the City of Hollywood, Florida, only.

_____
Douglas R. Gonzales
City Attorney

SAMPLE

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

_____
Name of Corporation

_____ By_____
Secretary

(Corporate Seal) _____
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)

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WHEN THE CONSULTANT IS A JOINT VENTURE

_____	_____
Legal name of firm	Legal name firm
By: _____	By:_____
Signature	Signature
_____	_____
Legal name and title	Legal name and title
ATTEST	
_____	_____
Witness	Witness
_____	_____
Witness	Witness

SAMPLE