

RESOLUTION NO.

R-2021-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR ARCHITECTURAL ENGINEERING CONSULTING SERVICES FOR THE HOLLYWOOD BEACH GOLF COURSE AND CLUBHOUSE PROJECT, A GENERAL OBLIGATION BOND PROJECT, IN AN AMOUNT NOT TO EXCEED \$780,325.00.

WHEREAS, the Hollywood Beach Golf Course and Clubhouse Project are part of the General Obligation Bond Project list approved by the voters in March 2019; and

WHEREAS, on January 20, 2021, the City Commission passed and adopted Resolution No. R-2021-021, ranking architectural/engineering firms selected under Request for Qualification RFQ-4653-20-DCM, and authorizing the appropriate City officials to negotiate an agreement with the highest ranked firm, Bermello Ajamil & Partners, Inc. ("BA") for consideration by the City Commission at a later date; and

WHEREAS, the Department of Design and Construction Management ("DCM") has negotiated a project scope and fee with Bermello Ajamil & Partners, Inc. for an amount not to exceed \$780,325.00 that staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the Director of DCM recommends that the City Commission approve and authorize the appropriate City officials to execute the attached Professional Services Agreement with Bermello Ajamil & Partners, Inc. based upon the proposal set forth in the attached Exhibit "A" that will be included in the agreement; and

WHEREAS, this project is included in the FY 2020 to 2021 General Obligation Bond Projects as an approved FY 2020 project; and

WHEREAS, funding for this project was included in the amended FY 2021 Capital Improvement Plan and is available in account number 333.309901.57200.563010.001194.000.000.

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 execution, by appropriate City officials, of the attached Professional Services Agreement with Bermello Ajamil & Partners Inc., 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.

PASSED AND ADOPTED this 19 day of May, 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.

 
DOUGLAS R. GONZALES
CITY ATTORNEY

EXHIBIT A



ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
CONSTRUCTION SERVICES

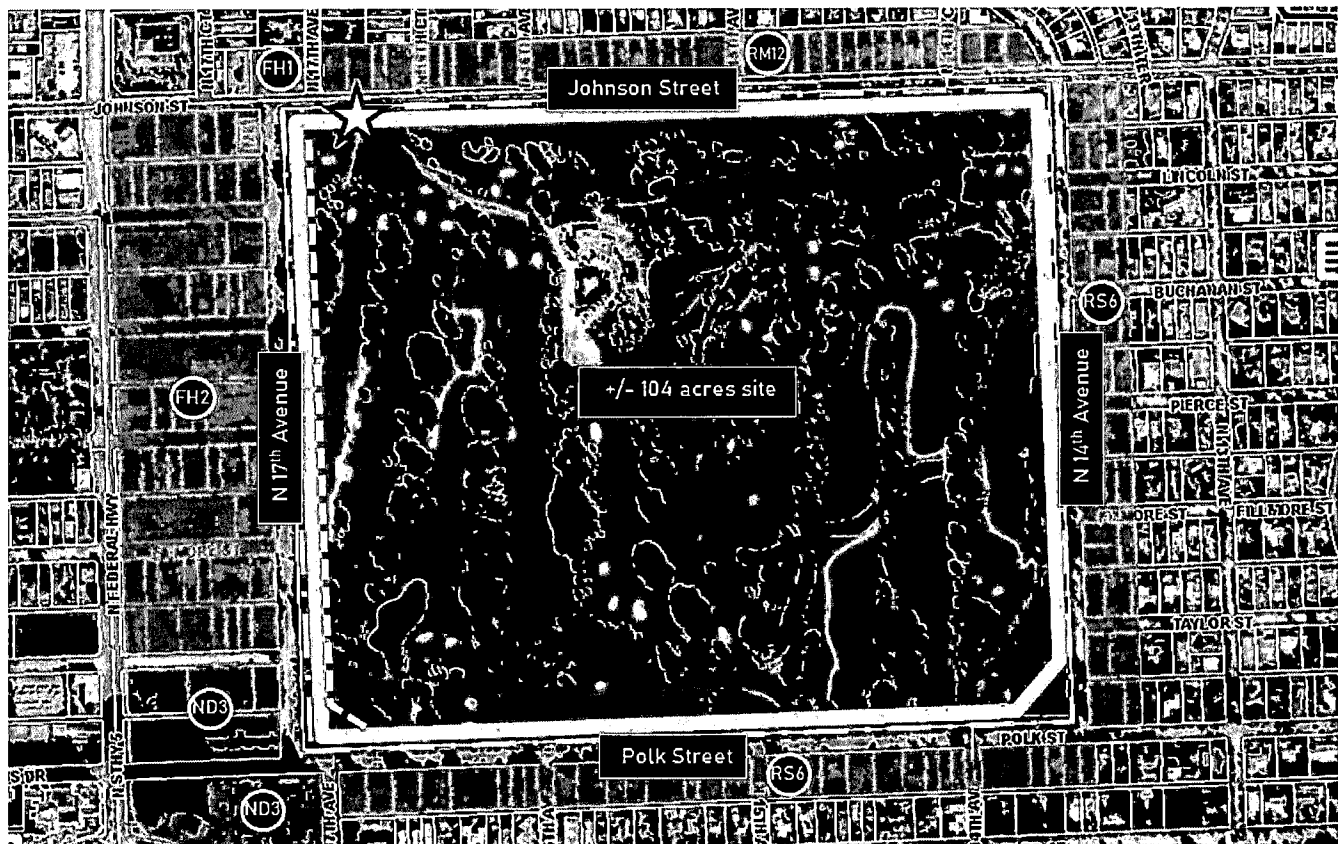
HOLLYWOOD BEACH GOLF COURSE & CLUBHOUSE SCOPE OF WORK CITY OF HOLLYWOOD

04.02.2021

PART A - PROJECT DESCRIPTION

Background

The City's voters approved a \$12,798,726.00 General Obligation Bond to renovate the Hollywood Beach Golf course that includes the construction of a new clubhouse. The championship par-70 18-hole golf course was originally designed in 1924. The 104-acre parcel is bounded to the east by north 14th Avenue, to the west by north 17th Avenue, to the north by Johnson Street, and to the south by Polk Street. The residential "edges" along Polk Street and North 14th Street facing the property are the limits of the historic preservation district in this part of Hollywood, although the property itself is not within the Historic Preservation District. The renovation project intends to retain as much of the original design as possible and restore the design intent by replacing a new clubhouse at its original location at the southwest corner of the property. The existing cart and pro-shop will be removed and replaced with a new cart barn and maintenance facility to be located along north 17th Avenue.

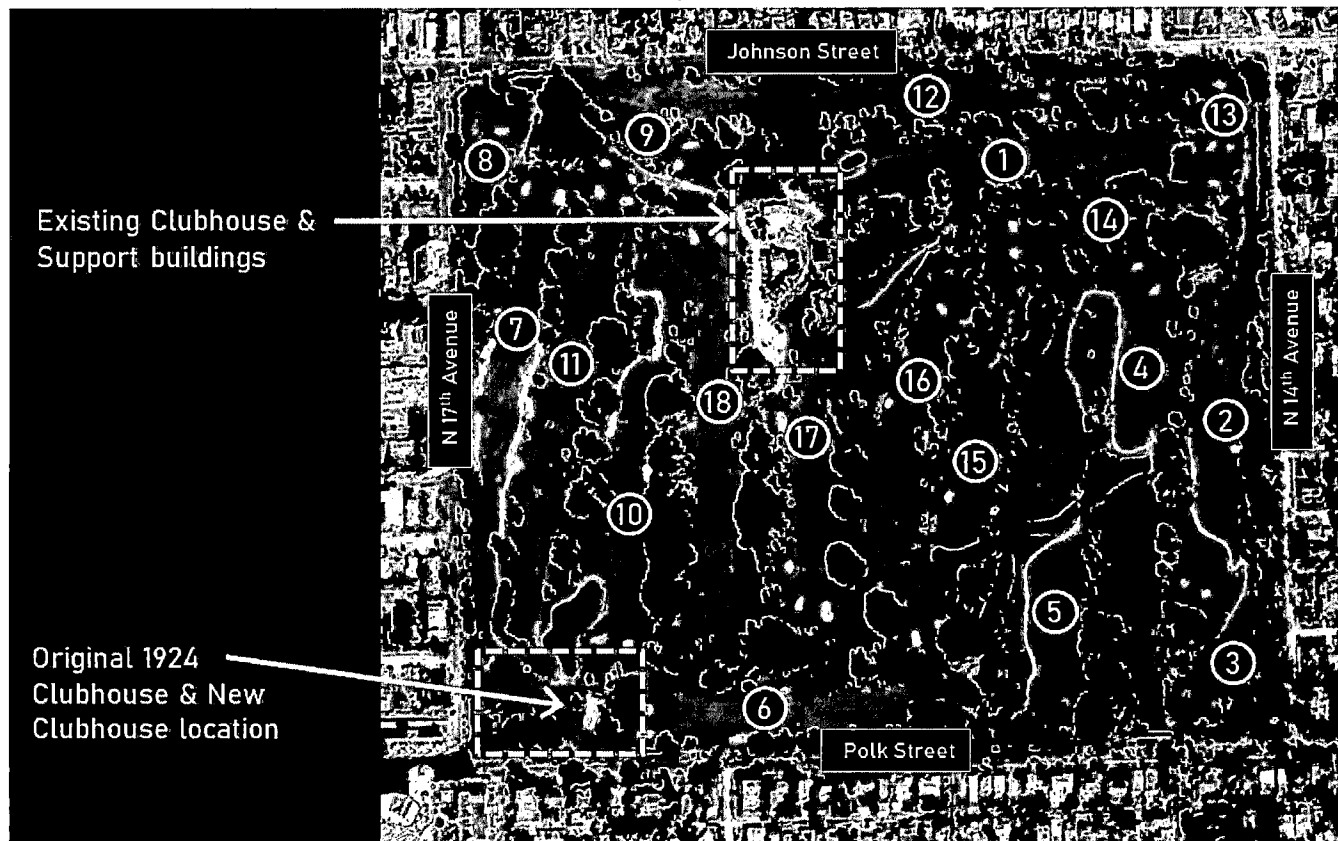


Project Vision

The Project is located at 1650 Johnson Street, in the City of Hollywood. The work that shall be accomplished under the contract includes, as outlined in this scope includes (5) five phases of work including, Phase 1 Programming, master plan, site plan, and schematic design, Phase 2 Design development, Phase 3 Construction documents, Phase 4 Bidding, and phase 5 Construction administration. Our scope includes a new clubhouse that will pay homage to the original Spanish-style architecture based upon the 1924 original design by Martin L. Hampton and a new parking lot in the Southwest corner of the property. Services will also include the creation of a new plan for site drainage and raising the east side of the golf course to allow faster recovery after rain events, as well as the design of a new golf course maintenance and restroom building, renovation of site landscaping, and irrigation.

The design team will be working very closely with Richard Mandell (RMGA), the awarded Golf Course Architect hired separately by the City. There will be a seamless integration in the work prepared by the design team with RMGA's team, and the deliverables provide to the city throughout this entire project shall be a single set of unified documents. As defined in this scope for work, the design team will supervise all required site work and the construction of a perimeter multi-use path on the north and west sides of the property and this project will seek LEED certification for the clubhouse facility, following requirements in the City Code of Ordinances.

The renovations of golf course features (tees, fairway shaping, bunkers, greens, etc.) shall be designed by RMGA in close coordination with the entire design team.



It should be noted that when "BA" is used in this proposal, it includes not only Bermello Ajamil & Partners, Inc. but all consultants that are part of the entire BA team for this project and all work associated with this scope and fee proposal. Our team comprises the following firms and their specific role:

FIRM	ROLE/RESPONSIBILITY
BA	Project Management, Architecture, Interior Design, and (limited) Landscape Architecture
Miller Legg	Civil Engineering
Delta-G	MEP/ FP Engineering, and (limited) Low Voltage/IT
Bliss Nyitray	Structural Engineering
Camacho USA	(Limited) Food and Beverage design
Energy Cost Solutions Group	LEED
The Bosch Group	Limited Cost Estimating
ATC Group	Geotechnical Engineering
GPSDesign, LLC	Boundary/Topographic Surveying
RMGA	*Golf Course and Landscape Architecture & Irrigation <i>(*contracted directly by the city)</i>

In addition to our close coordination with RMGA's team, BA shall develop a close working relationship with the city, project managers, and awarded CM@Risk (CMR) throughout the entire duration of the project to ensure the project evolves and progresses with full participation and support to design and transform the Hollywood Beach Golf Club into a premier destination for the city of Hollywood. To achieve this BA will establish a seamless communication protocol between the city, design team, golf course Architect, project managers, and contractor regularly, with regards to the distribution of the drawings/design documents, and established stakeholder team meetings. Our goal is to craft a creative, collaborative working environment to keep the project on budget, schedule, and meeting the city's goals and vision.

The project will be designed and permitted as a single-phase, single permit set. The design and permitting will be prepared jointly between the BA and RMGA with each team member responsible for signing and sealing their drawings applicable to their expertise/portion of the project.

PART B – BASIC SERVICES SCOPE OF WORK

PHASE 1 – PROGRAMMING, MASTER PLAN, SITE PLAN, AND SCHEMATIC DESIGN

1.1 Kick-Off Meeting

The design Team shall confer with representatives of the Department of Design and Construction Management and with other project design team s as necessary to review and 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.

The BA team will attend a kick-off meeting with key stakeholders at the City of Hollywood. During the meeting the requested data, if available, will be reviewed and disseminated. BA will prepare a master schedule for the project showing all the milestones. Identify all relevant codes, zoning regulations, standards, and guidelines that may apply to the Project. This meeting will also confirm the programming goals and requirements of the city envisions.

1.2 Site Plan Design Concept/Schematics

The design Team shall prepare and present, for approval by the City, a Site Plan, Design Concept, and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, a Project Development, and Schedule.

1.2.1 Programming

The design team shall collect all necessary drawings and information needed to plan and design the project by visiting the site and informing the city of such requirements.

A collaborative meeting between the appropriate representatives of the city, design team, golf course architect, golf operator, will be organized around the Clubhouse Program Outline. The purpose of the meeting will be to create a detailed design program, the architectural program elements that will make up the golf clubhouse design. To the extent that it is the objective of the project, a preliminary report on the environmental sustainability of the project and the goals toward sustainability will be included.

1.2.2 Planning and Concept Design

Based on the agreed-upon Program for the clubhouse and related facilities, the design team develops several alternative clubhouse site concepts and clubhouse block plans. In response and coordination with the golf course Architect and layout, the design team will provide clubhouse alternative studies recognizing the function of the buildings in relationship with access, parking, service, vistas, golf, and amenities. Golf support will address the relationship of the clubhouse to the starting and finishing holes, practice area, bag drop, cart staging, return, and cart storage. The work product of this stage would be a series of studies and presentations with block plans of the clubhouse elements superimposed on the architectural site plan. The city and design team will select a Preferred Concept from the alternatives. This phase will occur primarily during the first site visit and requires the input of all parties involved in the collaborative meeting. The design team shall initiate the conversation of the appropriate architectural style(s) for the project through discussions and presentation of inspirational images and photographs of buildings and spaces that represent the desired "mood", in conjunction with the city's desire to pay homage to the original 1924 Martin L. Hampton clubhouse design. Included in this design is the inclusion of the clubhouse main entry sign.

The design team will take the functional concept as illustrated with block diagrams and selected from the alternatives and develop it in the third dimension to study and express the appropriate architectural concept. An architectural character appropriate to the clubhouse location will be created. The work product of this effort will be Conceptual Floor Plans, Roof Plans, a Site Concept Plan, Exterior Elevations, building sections, a storyboard of inspirational images, and a Sketchup Model to be presented to the city of Hollywood. An 11x17 size booklet that captures the work product will be presented after this phase.

1.3 Schematic Design

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. 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. The

design Team shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the design Team shall not proceed with the next step in this Phase until the documents have been approved by the City and an Authorization to Proceed with the next steps in the phase has been issued.

1.4 City Submission for Review

The design Team 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 design Team 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 five and a maximum of seven such public meetings are anticipated, rendered site plans, elevations, 3D elevations, and color presentations will be required for this Phase. The design Team shall make revisions as needed to obtain Site Plan approval and a change of use.

The design Team shall 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.

1.5 Cost Estimate

(1) One Statement of Probable Construction Cost shall be prepared as part of the Schematic Design phase by BA and 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.

1.6 LEED Certification goals

The design team shall provide documents detailing LEED certification goals and an outline of how to achieve desired certification level.

1.7 Meetings

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

PHASE 2 - DESIGN DEVELOPMENT

2.1 Design Development

From the approved Schematic Design documents, the design Team 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.

2.2 City Submission for Review

The design team submits three sets of all documents required under this Phase, without additional charge, for approval by the City, and the design Team shall not proceed with the next Phase until the City has approved the documents.

2.3 GOB Advisory Board, Preparation and Presentations

Attendance at one GOB Advisory Board Meeting and at least two public meetings will be required, besides, the preparation and presentation of a PowerPoint presentation including updated renderings and project information shall be included. The design team must provide written responses to all comments from the initial GOB Advisory Board presentation, including information about why the comment/suggestions were or were not incorporated into the design. Design team to prepare meeting minutes and provide written responses to all comments for every meeting.

2.4 Meetings

Attend 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.

2.6 Preliminary Submittal meeting for permitting.

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 design team will pay any review fees and will be reimbursed upon submittal and approval of expense documentation.

2.7 Utility Coordination

The design team will ensure that all required utility coordination relevant to this project.

2.8 Value Engineering (30% plans)

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

PHASE 3 CONSTRUCTION DOCUMENTS

3.1a 60% Construction Documents – Development

From the approved Design Development Documents, the design Team shall prepare for approval by City, and following City's format, Construction Documents setting forth in detail the requirements for the construction of the Project following the specification as required by the Project Manager. The design team is responsible for full compliance of the design and the Construction Documents with all applicable codes. The design team shall make a 60% Construction Documents submittal, for approval by the City, which shall include three sets of prints of all drawings and electronic submittal of all drawings and specifications, perspective, and visual supporting graphic information as required by the Project Manager.

3.1b 60% Construction Documents – Drawing index percentage completion

A complete index of every drawing sheet, to become part of the Construction Documents, and the design team's evaluation of the individual percentage completion of each sheet.

3.1.c 60% Construction Documents – Specifications

Preparation of the Specifications, using 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 60% of the technical specification sections, each of which should be 100% complete. These specifications should not be merely outlined specifications as submitted during the Design Development Phase.

3.2 City Submission for Review

An Authorization to Proceed with the completion of the Design Development Phase will not be issued if the latest Statement of Probable Construction Cost (prepared by the awarded CM@Risk) exceeds the Total Authorized Design Value unless the City increases the Total Authorized Design Value or the design team and the City agree on methods of cost reduction sufficient to enable construction within the funds available. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to

award a Construction Contract within the limit of the budgeted amount. The design Team shall not proceed with further development until approval of the 60% documents is received from the City. The design Team shall make all changes to the documents and resolve all questions indicated on the documents. The 60% complete Check Set shall be returned to the City.

3.3 a 100% Construction Documents – Development

Upon 100% completion of the Construction Documents, the design Team shall submit to the City three copies each of check sets of the Drawings, Specifications, reports, programs, etc., together with a final, Statement of Probable Construction Cost (prepared by the awarded CM@Risk contractor).

3.3 a 100% Construction Documents – Client refinements

The design Team 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 design team shall furnish one copy of all Drawings and Specifications, along with a reproducible set and an electronic copy to the City without additional charge.

3.3 a 100% Construction Documents – Permit Submittal

The design team 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 before printing the Bid Documents. The design team shall make the original documents or reproducible copies thereof available to the City for the 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.

PHASE 4 – BIDDING AND AWARD OF CONTRACT

4.1 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 (prepared by the CM@Risk), the design team shall assist the City, where applicable, in obtaining bids and awarding construction contracts or coordinating with the Construction Manager for the 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 design team.

4.1 Bidding conditions

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:

1. Approve the increase in Project cost and award a contract, or
2. Reject all bids and rebid the project, or if a Construction Manager is being utilized, reject the proposed GMP and negotiate with another Construction Manager, within a reasonable time with no change in the Project, or
3. Direct the design Team to revise the Project scope or quality, or both, as approved by the City, and rebid the project, or
4. Suspend or abandon the Project.

NOTE: Under item (3) c. above, the design Team shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost (prepared by the awarded CM@Risk contractor) within the budgeted amount. The providing of such service shall be the limit of the design team's responsibility in this regard, and having done so, the design Team shall be compensated following the contract. The City may recognize exceptional construction market cost fluctuations before exercising option (4.1.3) c. above.

If the Latest Statement of Probable Construction Cost (prepared by the awarded CM@Risk contractor) exceeds the budgeted amount, the design Team 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.

PHASE 5 - CONSTRUCTION SERVICES

5.1 Construction Services

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 design Team shall provide the Administration of the Construction Contract as outlined in the General and Supplementary Conditions of the Construction Contract.

The design team, 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.

5.2 B-Weekly meetings

The design team shall visit the site at least bi-weekly (or as necessary), and at all key construction events, and the design team's respective sub-design team (s) 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 following the Contract Documents. Based on on-site observations, the design Team shall endeavor to guard the City

against defects and deficiencies in the work. The design team 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 outlined in the contract.

The design team 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 design Team be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the Work following the Contract Documents.

5.3 Bi-Weekly reports

The design Team shall furnish the City with a written report of all observations of the work made by the design team and the sub-design team (s) during each visit to the Project. The design team shall also note the general status and progress of the work and submit it promptly. The design team and the sub-design team (s) shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.

5.4 Review of Pay Applications

Based on observations at the site and consultation with the Project Manager, the design team shall determine the amount due to the Contractor on the account and shall recommend approval of such amount. This recommendation shall constitute a representation by the design Team to the City that, to the best of the design team's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is following the Contract Documents subject to:

An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.

The results of any subsequent tests required by the Contract Documents.

Minor deviations from the Contract Documents correctable before completion.

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 design Team 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.

The design Team shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The design Team shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the 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.

Interpretations and decisions of the design Team 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 an interpreter, the design Team shall endeavor to secure faithful performance by both the City and the Contractor and shall not show partiality to either.

The design team shall have the authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in the design team's reasonable opinion, it is necessary or advisable to ensure compliance with the Contract Documents, the design Team will have authority to recommend special inspection or testing of any work deemed to be not following the Contract, whether or not such work has been fabricated and delivered to the Project or installed and completed. The design Team shall provide such normal mechanical, electrical, structural, landscape, or other related inspection expertise as necessary to determine compliance with the Construction Contract.

5.5 Shop Drawings/Submittals

The design Team shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and compliance with the Contract Documents. The design Team 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 promptly so as not to delay the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without the concurrence of the Project Manager.

5.5 Change Orders

The design Team shall initiate Change Orders for the City's approval as required by the design team'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.

5.5 Substantial Completion

The design Team shall examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, before occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed following 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 design Team and the sub-consultant in conjunction with representatives of the City, and satisfactory performance obtained thereon before the design Team recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The design Team 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.

5.6 City Support of O&M Documents, procedures, etc.

The design Team shall help 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. The design Team shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor, and such drawings shall become the property of the City. The design team shall monitor the construction progress of LEED Certification plan items; ensure that project is on track and meet all expected LEED requirements. File all expected LEED certification of application documents and remain involved in the LEED process until the project received an agreed-upon level of LEED certification.

PART C - COMPENSATION

The Lump Sum fees for Basic Design Services are as follows:

Phase 1 – Programming, MP, SP, and Schematic Design	\$182,250.00
Phase 2 – Design Development	\$180,120.00
Phase 3 – Construction Documents	\$230,780.00
Phase 4 – Bidding and Award	\$12,185.00
Phase 5 – Construction Services	\$173,140.00
Expense Allowance	\$1,850.00
Total	\$780,325.00

Note this lump sum fee does not include fees from RMGA.

The following specialty services are included in the total above:

Surveying Services	\$52,000.00
Geotechnical Testing	\$10,955.00

PART D – EXCLUSION/SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service if requested:

1. Perimeter greenway/pathway / car-path will cover approximately 8,800 linear feet of asphalt trail within the N 17th Ave and Polk Street rights-of-way and will include no specialty paving (design by others, not included in this scope).

2. The design route by others for the proposed perimeter greenway/pathway / car-path shall avoid existing above and underground utilities. Removal/relocation of existing utilities is not included as part of this scope.
3. The perimeter greenway/pathway improvements will be prepared as a stand-alone set of documents (by others, not included in this scope).
4. Lift Station Design
5. Lighting Protection
6. Lighting Detection
7. IT/LV design shall be prepared to meet the minimum required for a permit only. Additional design and engineering shall be prepared by the awarded IT/LV consultant through the awarded CM@Risk contractor.
8. All F&B design beyond the design development phase shall be prepared by the awarded F&B consultant through the awarded CM@Risk contractor.
9. All cost estimating beyond Phase 1 shall be prepared by the awarded CM@Risk contractor.
10. Additional meetings to the meetings described in this proposal.
11. Land-use changes, rezoning, or special use permits
12. Threshold inspection (as this is understood not to be required)
13. Material testing
14. Any sub-surface structures, utilities, improvements on the golf course (unknown)
15. Golf course bridge design/engineering
16. Any structural engineering beyond the buildings, and main entrance sign. It is anticipated that the ancillary structures shall be pre-engineering buildings.
17. Purchasing or procurement
18. Any studies, reports and/or permitting associated with any hazardous materials, etc.
19. Aerials, underground mapping
20. All Signage except for interior building signs and the main entry clubhouse sign
21. CAD or .dwg produced files of Contractor-provided as-built plans.
22. Bid tabulation form or calculations, addenda during bidding

PART E - HOURLY RATE SCHEDULE

BA – (Project Management, Architecture, Interior Design, limited Landscape Architecture)

Sr. Project Manager	\$210.00
Project Manager	\$190.00
Sr. LA/Planner	\$190.00
Sr. Architect/I.D.	\$190.00
Sr. Engineer/Planner	\$190.00
Sr. Inspector	\$125.00
Architect	\$130.00
Engineer	\$130.00
Interior designer	\$100.00
Landscape Architect	\$130.00
Landscape Designer	\$115.00
Spec writer	\$96.00
Inspector	\$95.00
CAD tech	\$90.00
Clerical	\$70.00

Miller Legg – (Civil Engineering)

Project Admin/Tech.	\$75.00
Specialist	\$95.00
Senior Specialist I	\$115.00
Senior Specialist II	\$135.00
Senior Specialist III	\$155.00
Designer I	\$90.00
Designer II	\$100.00
Senior Designer	\$120.00
Engineer I	\$115.00
Engineer II	\$140.00
Engineer III	\$170.00
Senior Engineer	\$195.00
Biologist/Scientist I	\$80.00
Biologist/Scientist II	\$110.00
Senior Bio./Sci. I	\$145.00
Senior Bio./Sci II	\$165.00
Principal	\$245.00
Senior Principal	\$325.00
Expert Witness	\$325.00

Delta-G (Mechanical, Electrical, Plumbing and Fire Protection Engineering, and limited IT/LV Design)

Principal	\$200.00
Project Manager	\$175.00
Sr. Engineer (P.E.)	\$165.00
Engineer (P.E.)	\$150.00
Senior Designer	\$125.00
Designer	\$105.00
CADD Technician	\$85.00
Clerical	\$75.0

Bliss Nyitray (Structural Engineer)

Principal	\$225.00
Project Manager	\$175.00
Project Engineer	\$150.00
Engineer	\$120.00
CAD Manager	\$115.00
CAD Operator	\$85.00
Administrative	\$65.00

Camacho USA (Limited Food and beverage design)

Project Principal	\$215.00
Project Manager	\$180.00
QC Coordinator	\$125.00

Project Coordinator	\$115.00
Revit Operator	\$95.00
Specifications Writer	\$90.00
Admin Coordinator	\$80.00

ECSG (LEED Consultant)

Project Managers	\$65.00
Engineering Comm.	\$125.00
Energy Modeling	\$85.00
Principle	\$125.00

The Bosch Group (Cost Estimating for Phase 1 only)

Principal	\$175.00
Sr. Cost Estimator	\$95.00
Cost Estimator II	\$90.00
Cost Estimator I	\$85.00

ATC Group (Geotechnical Engineering)

Field Testing and Inspection Personnel

Soil/Earthwork Technician	\$55.00
Concrete Technician	\$55.00
Asphalt Technician (Field observation & testing)	\$55.00
AWS Certified Welding Inspector (visual)	\$95.00
AWS Certified Welding Inspector (ultrasonic)	\$105.00
Special Inspector (reinforcing)	\$75.00
Senior Roofing Technician	\$75.00
Floor Flatness/Levelness Testing	\$550.00

Laboratory Testing Services

Compressive Strength Testing of Concrete (5 cyl/set)	\$10.00/cylinder
Compressive Strength Testing for Masonry Prisms (4 per Set)	\$20.00/prism
Density Tests (Nuclear Gage)	No Charge
Gradation (sieve analysis)	\$95.00/test
Natural Moisture Content	\$10.00/test
Organic Content	\$30.00/test
Moisture Density Relationship (Proctor test)	\$100.00/test
Coring of Asphalt Pavement and Lab Density Test	\$120.00/core
Limerock Bearing Ratio (LBR)	\$300.00/test

Professional Services

Principal Engineer (Meetings & Consultations)	\$180.00
Sr. Geotechnical Engineer (Site Inspections)	\$140.00
Florida Register Professional Engineer (Review Reports)	\$125.00
Project Manager	\$115.00
Clerical Services	\$40.00

(see RMGA separate proposal for their schedule of hourly rates as per their contract directly with the city)

PART F – SCOPE FOR REFERENCE

The following is additional information and details regarding the following services that are included in this scope and fee proposal:

- 1. Site Boundary and Topographic Survey**
- 2. Geotechnical Engineering**
- 3. LEED Certification**
- 4. Food and Beverage**

1. SITE BOUNDARY AND TOPOGRAPHIC SURVEY

Site Boundary and Topographic Survey

- Title commitment, including all documents listed in exceptions, will be provided by the Client.
- The survey will be based on the legal description provided by the Client.
- Tree survey – each tree will be located and cataloged by size and type; 2 inches and greater diameter (dbh at 54" above grade). each tree will be identified by a number on the survey and its center scaled positionally on the survey. a tree legend will be a part of the survey showing its number, diameter size, and type. tree types are determined to the best of our knowledge and may reflect a common name or species.
- Two (2) foot contours with six-inch accuracy for steep grade sites. One (1) foot contour with six-inch accuracy for essentially flat sites.
- The location of underground utilities is based on on-site observation only.
- The golf course features green, tee, fairway, bunkers, cart path, and tree canopy.

Subsurface Utility Engineering (SUE) Services

- SUE services will only be provided in the Southwest area of the course where the proposed clubhouse is to be located, clubhouse entry, and existing clubhouse/ maintenance barn, and select locations at points of connection to the existing stormwater system.
- Utility designation is being provided to prevent the likelihood of damage during excavation and/or provide design information.

- Results are dependent upon field conditions at the time of locating services.
- American Public Works Association (APWA) standards are used for marking.

2. GEOTECHNICAL TESTING

The following outlines the scope for geotechnical services:

- Layout soil borings and clear public underground utilities with Florida Sunshine (811).
- Mobilize truck-mounted drill rig equipment and crew to the job site.
- Perform three (3) Standard Penetration Test (SPT) borings to a depth of 25 feet below existing grade (bgs) within the clubhouse footprints
- Perform four (4) SPT soil borings to a depth of 15 feet bgs for the parking areas.
- Perform two (2) Percolation Tests to determine the hydraulic conductivity value (K) for drainage design. The percolation tests will be in general accordance with South Florida Water Management District (SFWMD) procedures for "Usual Open-Hole Constant Head".
- Perform five (5) SPT soil borings to a depth of 10 feet bgs throughout the golf course area, if needed, to explore the subsurface soil conditions and evaluate if any deleterious material exists.
- Soil sampling will be performed in general accordance with ASTM D 1586, entitled "Standard Practice for Standard Penetration Tests".
- Visually classify soil samples and identify Soil stratification.
- Perform laboratory testing on selected soil samples, at the discretion of the geotechnical engineer, to aid in the soil characterization.
- The results of the soil test borings will be presented in the form of a Test Boring Record (boring logs) which will contain a description of the subsurface materials and the depths at which they were encountered, their standard penetration resistance, and the groundwater levels measured at the time of boring completion.
- Results of the field subsurface exploration, and potential laboratory testing programs, will be evaluated to provide geotechnical recommendations for the foundation design. The report will include but not be limited to the following:
 - Site location map and soil boring locations.
 - Soil stratification and test boring logs for each soil boring. The boring logs will present the relative density of soils (N-value), material description, and depths of each layer.
 - Depth of groundwater encountered at the time of drilling.
 - Hydraulic conductivity values (K-value)
 - Foundation recommendations: based on the known geology of the site, we expect to include shallow foundation recommendations with the allowable soil bearing capacity.
 - Pavement design recommendations.
 - Construction guidelines for earthwork operations, including site preparation, excavation and fill placement guidelines, and specifications for acceptable fill materials.

3. LEED CERTIFICATION

The LEED scope shall include being the "Point of Contact" for coordinating, organizing, and assisting in the Implementation of LEED criteria. (Design and Construction Phase). It will include organizing and facilitating LEED charrettes in collaboration with the city of Hollywood. This includes: (Design Phase)

- Facilitate the charrettes in concert with the contractor, design team, and owner.
- Develop agendas in concert with the contractor, design team, and owner.

- Recommend participants.
- Moderate each meeting.
- Develop and route minutes.
- Track assignments.
- Capture ideas, notes, drawings, plans, etc. - distribute when necessary.
- Track and report status and activity of LEED credits with regards to inclusion in plans and implementation on site. (Design and Construction Phase)
- Develop a comprehensive LEED Plan to detail the credits being targeted, the credit requirements, the strategies to
 - meet the credit requirements, the action steps required, and the responsible party. (Design Phase)
- Develop a LEED Schedule. (Design Phase)
- Provide consultation to the project's major systems design teams regarding: (Design Phase)
 - Design, methods and, materials
 - Additional Expertise with regards to LEED certification
 - Online registration with the United States Green Building Council. (USGBC) (Design Phase)
 - Development, coordination, and tracking of LEED action items with the design teams throughout all Phases using the LEED Plan. (Design and Construction Phase)
 - Conduct materials and systems research for LEED credits. (Design Phase)
- Assist responsible parties in LEED calculations for Site, Water, Energy, Material, and IEQ Credits. (Design Phase)
 - Develop and upload LEED site plan to achieve appropriate Site Credits
 - Upload Erosion and Sediment Control (ESC) Plan provided by Civil
 - Track implementation of ESC for the life of the job
 - Confirm and upload appropriate refrigeration calculations
 - Develop and upload Flush and Flow Fixture Calculations
 - Develop and upload irrigation water use calculations
 - Compile and upload construction and demo waste diversion data
 - Compile and upload construction material cost and sustainable criteria data
 - Develop and upload Indoor Air Quality Management (IAQ) Plan
 - Track, document and upload ongoing IAQ reports
 - Confirm and upload ventilation calculations
- LEED credit interpretation reviews and/or submissions to the USGBC. (Design and Construction Phase)
- Assist in the development and /or review of LEED-specific specification language for materials, equipment,
 - submittal procedures, Construction Waste Management, and Construction Indoor Air Quality Management.
- (Design and Construction Phase)
- Train contractors and subcontractors on LEED requirements and LEED record keeping. (Design Phase)

- Assist Contractor in the sourcing of materials to meet LEED requirements. (Design and Construction Phase)
- Facilitate, moderate and coordinate LEED and related meetings as necessary throughout the construction phase. (Design and Construction Phase)
- Review of Contractor submittals for LEED compliance/Tracking of LEED credits. (Design and Construction Phase)
- Responsible for coordinating the assembly of the LEED Documentation submission. (Design and Construction Phase)
- Provide a point of contact between the project and USGBC on credit interpretation. Coordinate the appeal of denied credits if required. (Design and Construction Phase)

Fundamental Building Commissioning (Required)

- Fundamental commissioning services include those described in LEED- New Construction v4 EAp1.
- Fundamental Commissioning of Building Energy Systems, and follow the outline and recommendations of
- ASHRAE Guidelines 0 and 1 – 2010. This includes attending an initial meeting with the owner and design team to discuss the requirements and implications of the commissioning process. (Design Phase)
- Review, and assist in developing, the owner's project requirements (OPR) and the design team's basis of design documents for clarity and completeness. (Design Phase)
- Develop commissioning requirements for incorporation into the Construction and Bid Documents. (Design Phase)
- Develop and implement a commissioning plan. (Design and Construction Phase)
- Develop and distribute the pre functional tests (PFTs) and functional performance tests (FPT's) for execution by the appropriate subcontractors. (Construction Phase)
- Verify the installation and performance of systems being commissioned by sampling. (Construction Phase)
- Commissioned systems shall include: (sample list)
- HVAC systems and controls
- Roof Top Units
- Open and closed-loop condenser water pumps
- Split A/C Units
- Packaged 100% outside air rooftop units
- Toilet and dryer exhaust fans
- Lighting and controls
- Light fixtures, Photocells, Occupancy sensors
- Domestic hot water systems (as needed)
- Electric water heater tanks in the hotel units and back of house areas

- Electric tankless and tank-type water heaters in common areas
- Domestic water booster pumps

4. FOOD AND BEVERAGE

Based on industry-standard pricing, it is estimated that the foodservice equipment for this project shall range between \$316,000.00 to \$391,000.00. Below is a breakdown cost estimate for each area.

- Kitchen at approximately 1,452 sq. ft.: \$268,000.00 - \$326,000.00
- Bar – 12 seats: \$30,000.00 - \$40,000.00
- Turn Stand/Halfway House at 120 sq. ft.: \$18,000.00 - \$25,000.00
- Total estimated equipment cost: \$316,000.00 - \$391,000.00

The design team will further investigate the equipment costs once we meet with the City of Hollywood to review their goals, objectives, menu, and budget. Camacho's scope shall be limited only to Phases 1 and 2, and no travel during those phases is expected. All F&B design and engineering work beyond phase 2 shall be under the awarded CM@Risk.

END OF WRITTEN SCOPE AND FEE

CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

FOR

**ARCHITECTURAL/ENGINEERING DESIGN
CONSULTING SERVICES**

**Hollywood Beach Golf Course and Clubhouse Project
DCM-19-001194**

**DEPARTMENT DESIGN AND CONSTRUCTION
MANAGEMENT
2600 HOLLYWOOD BLVD
HOLLYWOOD, FLORIDA 33022**



**CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN AND CONSTRUCTION
MANAGEMENT**

2600 Hollywood Boulevard
Hollywood, Florida 33022
Phone (954) 921-3410

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2021 by and between the CITY of Hollywood, a municipal corporation of the State of Florida ("CITY") and Bermello Ajamil & Partners, Inc., a Florida profit corporation authorized to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, it is in the best interests of the CITY to be able to obtain professional Architectural/Engineering Consulting Services 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 Architectural/ Engineering Consulting Services as directed by the DIRECTOR of the Department of Design and Construction Management, for such project(s) and/or tasks as may be required by the CITY, with the terms and conditions of the Request for Qualifications (RFQ) used in the selection being a part of this document.

The CITY and the CONSULTANT, for the considerations herein set forth, agree as follows:

**Professional Services Agreement
Architectural/Engineering Consulting Services
For Miscellaneous Projects
DS #DCM-19-001194
Hollywood, Florida**

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SCOPE OF WORK

The CONSULTANT shall furnish professional Architectural/Engineering Design Services for the Hollywood Beach Golf Course and Clubhouse Project upon issuance of CONSULTANT's Authorization to Proceed by the DIRECTOR. CONSULTANT/DIRECTOR

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

The DIRECTOR may issue a CONSULTANT'S 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 and that the CONSULTANT has no right to or privilege to receive a CONSULTANT'S Authorization to Proceed for any particular project or task. The CITY reserves at all times the right to perform any and all design services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, (CONSULTANTS' Competitive Negotiation Act) or as otherwise provided by law.

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

The CITY will pay the CONSULTANT a separate fee for each Authorization to Proceed issued.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following two methods or a combination thereof, as mutually agreed upon by the DIRECTOR 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 contract is for a term of three (3) years with the option to renew for two (2) additional (1) year periods.

The DIRECTOR or his/her designee will confer with the CONSULTANT before any CONSULTANT'S Authorization to Proceed is issued to discuss the Scope of the work, the time to complete the work, and the fee for services rendered in connection with the work, provided that, where no agreement is

reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with Section 5.01C.

No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal or for any work done in the absence of an Authorization to Proceed.

ARTICLE 1
DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those design services defined in Section 2.02
- 1.02 BASIC SERVICES: Those architectural design services defined in Section 2.01.
- 1.03 CITY: The CITY of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the CITY.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects and/or engineers, which has entered into the agreement to provide professional services to the CITY. The CONSULTANT for this agreement is Bermello Ajamil & Partners, Inc.
- 1.06 CONSULTANT'S AUTHORIZATION TO PROCEED: A document issued by the CITY to the CONSULTANT authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.07 CONTRACTOR OR CONSTRUCTION MANAGER (CM): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the CITY for construction of CITY of Hollywood, Florida, facilities and incidents thereto.
- 1.08 DIRECTOR: The DIRECTOR of the Department of Design and Construction Management of the CITY of Hollywood, Florida, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 INSPECTOR: An employee of the CITY of Hollywood, Florida, assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY of Hollywood, Florida, facility as contemplated and budgeted by the CITY.
- 1.11 PROJECT MANAGER: An employee of the CITY 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/engineering consulting services set forth in the five phases enumerated hereinafter and pursuant to the Florida Building Code, CITY Hollywood Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements; including all mechanical, electrical and plumbing engineering design. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, (collectively called "Basic Services"), as follows:

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

2.01A Phase I – Programming and Schematic Design:

- 1) The CONSULTANT shall confer with representatives of the Department of Design and Construction Management to 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.

If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Additional Services.

- 2) The CONSULTANT shall prepare and present, for approval by the CITY, a Design Concept and Schematics Report, comprised of 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 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 Phase until the documents have been approved by the CITY and an Authorization to Proceed with the next phase has been issued.

2.01B Phase II – Design Development:

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

2.01C 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) 50% Construction Documents Submittal:

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

- a. Three sets of prints of all drawings, specifications, perspective and visual supporting graphic information as required by the PROJECT MANAGER.
- b. A complete index of every drawing sheet, to become part of the Construction Documents, and the CONSULTANT's evaluation of the individual percentage completion of each sheet.
- c. Preparation of the Specifications, using FDOT Standard Specifications, CSI Standards, including the 16-Division and 3-part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format as approved by the DIRECTOR or the DIRECTOR's representative. The 50% construction documents submittal shall include all sections of applicable

Divisions "0" (zero) and "1" and at least 50% of the technical specification sections, each of which should be 100% complete. These specifications should not be merely outline specifications as submitted during the Design Development phase.

- d. Coordinating with the Construction Manager, if available, to provide an updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.
 - e. An Authorization to Proceed with the completion of Phase III will not be issued if the latest Statement of Probable Construction Cost exceeds the Total Authorized Design Value, unless the CITY increases the Total Authorized Design Value or the CONSULTANT and the CITY agree on methods of cost reduction sufficient to enable construction within the funds available.
 - f. Where applicable, approved additive alternate bid items in the Construction Documents to permit the CITY to award a Construction Contract within the limit of budgeted amount.
- 2) The CONSULTANT shall not proceed with further development until approval of the 50% documents is received from the CITY. The CONSULTANT shall make all changes to the documents and resolve all questions indicated on the documents. The 50% complete Check Set shall be returned to the CITY.
- 3) 100% Construction Documents Submittal:
- a. Upon 100% completion of the Construction Documents, the CONSULTANT shall submit to the CITY three copies each of check sets of the Drawings, Specifications, reports, programs, etc., together with a final, updated Statement of Probable Construction Cost from the Construction Manager, if applicable.
 - b. The CONSULTANT shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the CITY. Upon final approval by the CITY, the CONSULTANT shall furnish one copy of all Drawings and Specifications, along with a reproducible set and an electronic copy to the CITY without additional charge.
 - c. The CONSULTANT shall assist the CITY in filing the required documents for approval by governmental authorities having jurisdiction over the Project and in obtaining certifications of "permit approval" by reviewing authorities prior to printing of the Bid Documents. The CONSULTANT shall make the original documents or reproducible copies thereof available to the CITY for reproduction of additional copies as may be required for bidding and/or construction purposes. Facilitating a Public Workshop or a CITY Commission workshop may also be required.

2.01D 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 DCM
- b. The CONSULTANT shall prepare addenda, if any are required, for the CITY to issue to all prospective bidders. No addendum shall be issued without the CITY's approval.
- c. The CONSULTANT shall be present at the bid opening, with the CITY's representatives.

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

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

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

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

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

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

2.01E 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.

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 PROJECT MANAGER.
- f) All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- g) Reimbursable SUBCONSULTANT expenses are limited to the items described above when the SUBCONSULTANT agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the DIRECTOR and subject to all budgetary limitations and requirements of Section 2.03 herein.

ARTICLE 3 SUBCONSULTANTS

3.01 DEFINITIONS:

- 3.01A A SUBCONSULTANT is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task, described under Basic Services in Section 2.01 herein.
- 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 SUBCONSULTANT shall be pursuant to appropriate written agreements between the CONSULTANT and the SUBCONSULTANT, 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 SUBCONSULTANT. The CONSULTANT acknowledges that SUBCONSULTANT are under his direction, control, supervision, retention and/or discharge.

3.02C The CONSULTANT proposes to utilize the following SUBCONSULTANT:

NAME OF FIRM

BA

Miller Legg
Delta-G

Bliss Nyitray
Camacho USA
Energy Cost Solutions Group
The Bosch Group
ATC Group
GPSDesign, LLC

CONSULTING SERVICE

Project Management, Architecture,
Interior Design, and (limited Landscape
Architecture)
Civil Engineering
MEP/FP Engineering, and (limited) Low
Voltage/IT
Structural Engineering
(limited) Food and Beverage design
LEED
Limited Cost Estimating
Geotechnical Engineering
Boundary/Topographic Surveying

The CONSULTANT shall not change any SUBCONSULTANT without prior approval by the DIRECTOR, in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR.

ARTICLE 4
THE CITY'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

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

4.01A Complete and accurate surveys of sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and such information as it has relative to storm water, communications, sewer, water, gas and electrical services.

4.01B Soil borings or test pits, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations. The CONSULTANT shall recommend necessary tests to the CITY.

4.01C Information regarding Project Budget, CITY and State procedures, guidelines, forms, formats, and assistance required to establish a program as per Section 2.01A.

4.01D Drawings representing as-built conditions at the time of original construction will be furnished to the CONSULTANT; however, they are not warranted to represent conditions as of this date.

The CONSULTANT must perform field investigations as necessary in accordance with Article 2.02A(5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.

4.01E The services, information, surveys and reports required by Paragraphs 4.01A through 4.01C, inclusive, shall be furnished at the CITY's expense, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof, provided the CONSULTANT reviews all of the information provided by the CITY (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.

4.01F The CITY shall furnish the above information or authorize the CONSULTANT to provide it as expeditiously as possible for the orderly progress of a project development.

4.02 PROJECT MANAGEMENT:

4.02A The DIRECTOR shall act on behalf of the CITY in all matters pertaining to this Agreement, and with the approval of the CITY Manager, the Department of Design and Construction Management shall issue all Authorizations to Proceed to the CONSULTANT. The DIRECTOR shall approve all invoices for payment to the CONSULTANT.

4.02B The Department of Design and Construction Management shall act as liaison between the CONSULTANT and CITY. The DIRECTOR shall designate a PROJECT MANAGER from the Department of Design and Construction Management staff to have general responsibility for management of a project or task through all phases. The PROJECT MANAGER shall meet with the CONSULTANT at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The PROJECT MANAGER shall also examine documents submitted by the CONSULTANT, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the CONSULTANT's work.

4.02C During the construction phase, the CONSULTANT and the DCM 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.:

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 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 or the Total Authorized Design Value 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 defined in Article 5.01D.
- 2) The following Principals may be employed on a project:

Scott Bakos, VP Secretary
- 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 DCM, the compensation for such work shall be approved by the DIRECTOR and stated in an Authorization to Proceed.
- 6) It is understood with an hourly rate fee that the fees will not exceed the hourly salary rate shown on "Exhibit A" and all services shall be performed on that basis.

5.01C Fee for Additive Alternates:

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

5.01D 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 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 A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the CITY may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. SUBCONSULTANT salary costs and Reimbursables shall be billed to the CITY in the actual amount paid by CONSULTANT.

5.04 Absent an amendment to the agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so

exceeded, the CITY shall have no liability or responsibility for paying any amount of such excess, which will be at CONSULTANT's own cost and expense.

ARTICLE 6 PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. 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.

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

80% upon final completion of Phase IV.

100% upon completion of and approval of all Work and audit of account 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, in accordance with Section 5.01B and "Exhibit A," and as authorized by an Authorization to Proceed.

6.02 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:

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

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

6.03 DEDUCTIONS:

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

6.04 PROJECT SUSPENSION:

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

ARTICLE 7 REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

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 Florida Statutes 768.28, as amended from time to time.

8.02 INSURANCE:

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

The CONSULTANT will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT's failure to provide satisfactory evidence.

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

The CONSULTANT shall provide, to the CITY, as satisfactory evidence of the required insurance, either:

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

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

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

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

8.02A INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-X, 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. Commercial 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. Contractual Liability
- d. Personal & Advertising Injury
- e. Damages to rented premises

The minimum limits acceptable shall be:

\$ \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

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

2. Automobile Liability Insurance:

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 Combined Single Limit (CSL)

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

\$ 100,000 per Person
\$ 300,000 per Occurrence
\$ 50,000 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:

- \$ 500,000** Bodily Injury by Accident
- \$ 500,000** Bodily Injury by Disease, policy limits
- \$ 500,000** 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-X, 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:

\$ 3,000,000.00 per Occurrence / **\$ 5,000,000.00** Aggregate

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

8.03 PERFORMANCE:

8.03A Performance and Delegation:

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

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

8.03B Time for Performance:

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

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

8.04 TERMINATION OF AGREEMENT:

8.04A Right to Terminate:

The CITY has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the CITY. The CONSULTANT shall be paid in accordance with Section 6.04, provided that said documentation be turned over to CITY within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

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

8.04B Annulment:

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

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

ARTICLE 9 MISCELLANEOUS

9.0 MISCELLANEOUS:

9.01 CONSULTANT'S ACCOUNT RECORDS:

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

9.02 OWNERSHIP OF DOCUMENTS:

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

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

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

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

9.03 MAINTENANCE OF RECORDS:

9.03A CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

9.03B The Consultant shall be responsible for complying with the E-Verify requirements set forth in Section 448.095(2), Florida Statutes as it pertains to this Contract and shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Consultant during the Contract term who will be working on this Project. The Consultant is also responsible for e-verifying its subcontractors, if any, as well as retaining the affidavits required by Section 448.095 Florida Statutes and reporting to the City any required information. The Consultant acknowledges that the terms of this paragraph are material terms and pursuant to Section 448.095, Florida Statutes the City has the right to terminate this Contract and avail itself of any and all remedies.

9.04 PUBLIC RECORDS LAW

The CONSULTANT acknowledges that Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and CONSULTANT acknowledges its obligations to comply with said requirements with regard to public records and shall:

- a) Keep and maintain public records required by the CITY to perform the services required under this Agreement;
- b) Upon request from the CITY's custodian of public records or his/her designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of this Agreement if the CONSULTANT does not transfer the records to the CITY; and
- d) Upon completion of this Agreement, CONSULTANT shall transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT or keep or maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon the request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG

9.05 EXTENT OF AGREEMENT:

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

9.06 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.

9.07 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.

9.08 APPLICABLE LAW AND VENUE OF LITIGATION:

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

9.09 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.

9.10 NOTICES:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

City of Hollywood, Dept. of Design, Construction and Management
Attn: Jose Cortes
P.O. Box 229045
Hollywood, FL. 33022

With a copy to: CITY Attorney
CITY of Hollywood
2600 Hollywood Blvd., Rm. 407

Hollywood, Florida 33020

FOR CONSULTANT:

Bermello Ajamil & Partners, Inc.
900 Southeast 3rd Avenue, Suite 203
Fort Lauderdale, FL 33316
T: 954-467-1113

9.11 INTERPRETATION:

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

9.12 JOINT PREPARATION:

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

9.13 PRIORITY OF PROVISIONS:

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

9.14 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.

9.15 TIME:

Time is of the essence in this agreement.

9.16 COMPLIANCE WITH LAWS:

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

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

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

ATTEST:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
CITY Clerk

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

Approved by:

Melissa Cruz, Finance DIRECTOR

Douglas R. Gonzales _____
CITY Attorney

Bermello Ajamil & Partners, Inc.

ATTEST:

By: _____
Signature

Title: _____

Corporate Secretary

EXHIBIT A– CONSULTANT’S PROPOSAL AND RATE SCHEDULE

(Attached Separately)

EXHIBIT B – INSURANCE CERTIFICATE

(Attached Separately)