

***HOLLYWOOD, FLORIDA***  
***COMMUNITY REDEVELOPMENT AGENCY (CRA)***

**REQUEST FOR QUALIFICATIONS**  
**TO PROVIDE**  
**PROFESSIONAL ENGINEERING SERVICES**  
**TO THE CRA**  
**FOR**  
**COASTAL ENGINEERING SERVICES**  
**BCRA 16-044**



**CLOSING DATE:**  
**NOVEMBER 17, 2016 BY 1:00 PM**  
**ISSUED BY:**  
**HOLLYWOOD, FLORIDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**1948 Harrison Street**  
**HOLLYWOOD, FLORIDA 33020**

# **REQUEST FOR QUALIFICATIONS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE CRA**

## **I. INTRODUCTION:**

**BACKGROUND:** The City of Hollywood, Hollywood Beach Community Redevelopment Agency Plan, dated June 25, 1997, identified capital improvement projects including but not limited to, finding long term solutions to beach erosion and improving public access to marine resources. The Plan also identified beach erosion with deteriorating site conditions at numerous locations, which substantially impair or arrest the sound growth of Hollywood. The conditions support a finding that the rehabilitation and conservation of the coastlines are necessary in the interest of public health, safety and the welfare of Hollywood citizens. The loss of public beach and continued threat of further erosion is a serious threat to the continued viability of the City's tourist economy. Erosion of the beach at numerous locations has caused hot spots.

Hollywood is a regional provider of waterfront public open space which includes 49% of the land area on the barrier island in addition to 6 miles of sandy beach. The consulting firm should be familiar with the unique quality of the Hollywood Beach and the Hollywood Beach Community Redevelopment Agency Plan dated June 25, 1997. Reference material is available on the Hollywood Beach CRA web site at: <http://www.hollywoodbeachcra.org>.

**INTENT:** The City/CRA's objective for these services is to enhance Hollywood Beach as a tropical destination for residents, visitors, and businesses; to preserve and maintain natural resources; and to promote beach recreation and preservation by continuing the beach renourishment program. The CRA/City has determined that a stable beach system is critical for the protection of private and public property and that a comprehensive environmental analysis is needed to determine long term solutions to the beach erosion problem. In addition the plan will establish a strategy and mechanism for ongoing beach management, identifying maintenance needs, cycles and services to the area, and improving public access to the marine resources. In addition to the engineering specifications for construction, the BCRA is also anticipating the creation of an engineering design criterion package to provide guidance on many of the coastal construction projects. Specific coastal engineering design guidelines and performance standards unique to Hollywood Beach will be developed to ensure development is compatible with and sensitive to the unique character of Hollywood Beach. Proposed projects and funding sources as well as the construction of public docks, intracoastal linear park, tram stops, and sheltered waiting areas are just some of the projects anticipated as part of the full coastal construction engineering services.

More specifically, the CRA/City is interested in separately selecting up to three (3) coastal engineering firms to be utilized on a continuing basis to provide design services for the Hollywood Beach Community Redevelopment Agency. Selection by the CRA/City of a firm for a continuing contract does not in itself guarantee that the firm will be utilized for any design services. **Assignment of projects to the selected firms will be at the sole discretion of the CRA.**

The CRA/City, at its discretion, could choose to utilize its in-house staff to provide design services for any of the projects shown. In such instances, the services of the selected architectural consultants would not be required for those projects.

## **II. SCOPE OF SERVICES:**

The intent of this “Request for Qualifications” is for the CRA/City to enter into a continuing contract with a coastal engineering consultant to provide comprehensive engineering services which include: coastal engineering analysis, design and construction drawing, biological assessments, and coordination and consultation with jurisdictional environmental agencies, regulatory permitting criteria with City, State and Federal regulating agencies and planning for BCRA projects identified in **Exhibit A** (see attached). The cumulative amount of fees paid for services provided by each architectural consultant under each continuing contract should not exceed **\$1,000,000.00**.

The Consultant shall meet with CRA/City staff to obtain background information and define the specific scope of services for the project.

The Consultant shall not proceed with work on any assignment without written authorization from the CRA. This work authorization will stipulate the fees and time schedule for each phase of the assignment.

The types of consulting services to be performed can include, but shall not be limited to the following:

- Develop preliminary drawings and cost estimates showing the proposed improvements for review and approval by CRA/City staff. If necessary, participate in community outreach meetings with residents for feedback on proposed improvements. Any revisions will then be incorporated in the final set of construction drawings and specifications. Progress reviews may be required at the 50%, 90%, and 100% design stage.
- Perform all field tests, laboratory tests and collect all necessary data to design and permit each project.
- Provide the necessary architectural, interior design, landscape/irrigation, civil, mechanical, electrical, structural and environmental consulting services to complete the project identified.

- Prepare and submit signed and sealed construction drawings to the Hollywood Building Division and all other applicable agencies and/or committees for review and make any revisions required for the issuance of a building permit.
- Provide the construction drawings and bidding documents for obtaining a Contractor to complete the project identified, in accordance with CRA requirements, and assist the CRA in the bidding and bid review process. Drawings are typically requested in AutoCAD, and the technical specifications in CSI format.
- Just prior to bidding, the Consultant shall provide a detailed final cost estimate for the project.
- Participate in the construction administration of a project on an as- needed basis determined by the CRA, providing services such as submittal review, attending pre-bid conferences, pre-construction conferences and weekly construction meetings, conducting field inspections, resolving on-site problems and answering technical questions as construction progresses, handling change orders and performing payment request reviews.
- Upon completion of construction, deliver to the CRA one set of reproducible "As-Built" drawings and specifications, along with electronic copies on computer disks, incorporating any changes that were made during the construction process.

### **III. CLARIFICATIONS:**

1. All Contacts for information regarding the Submittal must be addressed to Susan Goldberg, Deputy Director, Hollywood CRA, (sgoldberg@hollywoodfl.org) (954) 924-2980 or Moshe Anuar, Senior Project Manager, Hollywood CRA, (manuar@hollywoodfl.org) (954) 924-2980. Over the course of this "Request for Qualifications" process, any related contact with CRA/City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that respondent by the CRA Executive Director. The respondent may not contact any CRA/City Staff for the clarification of the selection process and regarding any aspect of the project to be used for the presentation. A cone of Silence is in effect with respect to this request.

The Cone of Silence prohibits certain communications between potential respondents and the City/CRA. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances. **Question shall be submitted in writing by no later than November 10, 2016 to Susan Goldberg or Moshe Anuar.**

2. Each Consultant shall examine all "Request for Qualifications" documents and all matters relating to the adequacy and accuracy of the documents. If the Consultant is of the opinion that any part(s) of the "Request for Qualifications" document is incorrect, obscure, or that additional information is needed, they should request such information or clarification from Susan Goldberg or Moshe Anuar in order that appropriate addendum may be issued, if necessary, to all prospective Consultants.
3. No oral change or interpretation of the provisions contained in this Request for Qualifications is valid. Written addendum will be issued when changes, clarifications, or amendments to the "Request for Qualifications" document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. It will be the sole responsibility of the Consultant to have his or her Submittal delivered to the Office of the City Clerk on or before the closing hour and date shown below for receipt of Submittals. If a Submittal is sent by mail, the Consultant shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown below for receipt of Submittals. Submittals thus delayed will not be considered and will be returned.
5. All materials submitted in response to the Request for Qualifications become the property of the CRA/City of Hollywood and will be returned only at the option of the CRA/City. The CRA/City has the right to use any or all ideas presented in any response to the Request for Qualifications whether amended or not and selection or rejection of the Submittal does not affect this right, provided however, that any Submittal that has been submitted to the City Clerk's Office may be withdrawn prior to Submittal opening time stated herein, upon proper identification and signature releasing Submittal Documents back to Consultant.

#### **IV. CONSULTANT SELECTION PROCESS:**

1. Interested Consultants shall submit their qualifications and any other information required herein to the City of Hollywood, City Clerk's Office on or before the date and the time specified.

2. A Selection Committee will review and score the submittals based upon the Initial Selection Criteria shown in Section V. A minimum of three firms will be short-listed for oral interviews in the order of the scores received. Criteria for the oral interview are shown in Section VII. The final score of the firm will be the sum of the scores received during the initial selection and for the oral interview. That score will be used to recommend the final ranking of the firms to the CRA Board.
3. After the CRA Board has determined the first, second, third, and etcetera ranked Consultant, the CRA will negotiate continuing consulting contracts with up to three (3) top ranked firms. The final Contracts negotiated between the Consultants and the CRA will incorporate the contents of this Request for Professional Services, the qualifications submitted by the Consultants, and any other terms or conditions that the CRA in its judgment may seek to include by way of negotiation.
4. After the Contracts have been formally approved and executed by the appropriate CRA officials, negotiations will commence with a Consultant for design fees for the first selected project. The subsequent assignment of projects to the Consultants for design services will be determined solely by the CRA, in keeping with its best interest. It should be clearly understood by all parties that the execution of continuing contracts with the up to three (3) top firms in no way guarantees an equitable distribution of projects. If the CRA is unable to negotiate a mutually satisfactory fee with a particular firm, the CRA will terminate negotiations with that firm and undertake negotiations with the next firm and so forth until a satisfactory design fee is agreed upon. Each new project assignment will follow a similar pattern of negotiations.
5. Once negotiation on a mutually satisfactory design fee is successfully completed, a "Consultant's Authorization to Proceed" will be issued for each separate phase of the design and for each project assignment throughout the term of the Contract.

## **V. INITIAL SELECTION CRITERIA:**

Interested firms shall be able to provide full architectural services to the CRA using in-house staff. The firm must have minimum of **five** years of experience as a Coastal Engineering Consultant. Further, the submittal shall be evaluated based upon the following criteria:

1. Past Performance – Successful similar Florida municipal coastal engineering and civil engineering experience. Highlight and provide corporate references for past projects - **25%**

2. Professional experience and qualifications of personnel to be assigned to the projects, knowledge and experience providing coastal engineering services to City/CRA facilities, ability to supply all major disciplines necessary – **20%**
3. Coastal Construction and Engineering experience – **15%**
4. Demonstrated ability to meet time and budget requirements - **10%**
5. Commitment to use the same personnel consistently under the Contract - **5%**
6. Location of the Consultant's office. Ranking will be based on proximity of the office that will perform the work to the City of Hollywood - **5%**
7. Similar experience – comparable in type, size and complexity – **10%**
8. Current capability - Current and projected workloads of the firm in conjunction with the number of registered coastal engineers and marine biologists - **10%**

## **VI. SUBMITTALS:**

Information to be submitted shall include the following:

Title Page: Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

Table of Contents: Clearly identify the material by section and page number.

Letter of Transmittal: Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

Standard Forms 330.

Profile of Consultant:

- a. State whether your organization is national, regional or local.

- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc.
- d. Provide a list and description of similar municipal and other engagements satisfactorily performed within the past four (4) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Provide information on any litigation (settled or pending) the firm has been involved in within the last five (5) years.
- f. Describe the experience in conducting similar projects for each of the staff assigned to the engagement. Describe the relevant educational background of each individual.
- g. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- h. Describe what municipal staff support is anticipated for this type of engagement.
- i. Describe your approach to performing the work. This should include the following points:
  - 1) Your role and that of other parties involved in the data gathering, data analysis and recommendation process.
  - 2) Your plan for this project outlining major tasks and responsibilities, project time schedule and staff assigned.

The Submittal Package shall be submitted in accordance with the requirements of the Consultants' Competitive Negotiation Act and shall include a sample insurance certificate completely filled out, listing the Insurance Companies names for both Professional and General Liability Insurance and the Dollar amounts of the Coverage.



## **VII. ORAL PRESENTATION:**

Selected firms shall present an oral overview of their approach to perform work on the various projects and their ability to meet the CRA's required project needs. The oral presentation will be limited to twenty (20) minutes after which a question and answer period not exceeding twenty (20) minutes pertaining to specifics will commence. The oral interview will be evaluated based upon the following:

1. **Knowledge of sites and local conditions. – 35%:** Demonstrate knowledge of the various sites, State, County, and City requirements, codes, and ordinances.
2. **Proposed project staff functions. – 15%:** Indicate the orientation of the design team, identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects..
3. **Overall approach and methodology. – 20%:** Explain in detail your approach to the project from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among your consultants to minimize conflict and errors.
4. **Design philosophy and concepts. – 10%:** Explain in detail your design philosophy and how it will be used to create extraordinary projects in our various settings. Include details that will be analyzed and incorporated into the overall design. Explain how you will insure that the project will be designed to include all the facets the CRA desires. Describe how you have used innovative design concepts on other projects.
5. **Cost control and value engineering. – 10%:** Demonstrate knowledge and experience in the evaluation of building systems, construction techniques and material evaluation to insure optimum value in meeting the design requirements.
6. **Schedule for projects. – 10%:** Present a schedule for a typical project indicating methodology for effectively managing and executing work while optimizing time.

**TEN (10) COPIES OF ALL SUBMITTALS SHALL BE RECEIVED IN THE CITY OF HOLLYWOOD CITY CLERK'S OFFICE NO LATER THAN 1:00 P.M. ON NOVEMBER 17, 2016 TO WARRANT CONSIDERATION BY THE SELECTION COMMITTEE.**

The address of the City Clerk's office is as follows:

City of Hollywood  
Office of the City Clerk  
2600 Hollywood Blvd., Room #220  
Hollywood, Florida 33020

The CRA reserves the right to accept or reject any or all submittals, to waive any irregularities, and to extend the deadline for submission when it is in the best interest of the CRA.

#### **VIII. ANTICIPATED SCHEDULE:**

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

<b>Advertise for Qualifications:</b>	<b>OCTOBER 19, 2016</b>
<b>Submission Deadline, 1:00 P.M.:</b>	<b>NOVEMBER 17, 2016</b>
<b>Short list Notification for Oral Interviews:</b>	<b>DECEMBER 7, 2016</b>
<b>Oral Interviews:</b>	<b>DECEMBER 21, 2016</b>
<b>CRA Board Ranking of Consultants:</b>	<b>FEBRUARY 1, 2017</b>
<b>Contract Executed:</b>	<b>MARCH 1, 2017</b>

#### **IX. NON COLLUSION:**

The Consultant warrants that he 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 Contract, and that he 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 any other consideration, contingent upon or resulting from the award of this Contract. For breach or violation of this warranty, the CRA shall have the right to annul this Contract without liability, or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the Consultant.

#### **X. ASSIGNMENT:**

The Consultant shall not assign, transfer, or sublet all or any part of its interest in this Contract without the prior written consent of the CRA unless noted in this document.

#### **XI. KEY PERSONNEL:**

The Consultant shall designate the personnel to be assigned specifically to the performance of this work. At the time of Contract ratification, the CRA shall have the right to specify those key project personnel to whom the Consultant shall not be allowed to substitute other personnel without prior written permission of the CRA.

#### **XII. REPRESENTATIVE OF CRA AND CONSULTANT:**

The CRA and the Consultant shall each designate in writing the sole person through which all communication and correspondence pertaining to this Contract shall be addressed.

#### **XIII. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:**

The Consultant shall be responsible for the accuracy of all data, computations, analyses, etc., and for any errors or omissions in the work of the Consultant. The Consultant shall correct any inaccuracies, errors, or omissions found in its work without additional compensation.

1. The Consultant shall, at all times hereafter, indemnify, hold harmless, and defend the CRA/City, its agents, servants, and employees, from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
2. The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
3. The provisions of this Section shall survive the expiration or earlier termination of this Contract

**Nothing in this Contract shall be deemed to affect the rights, privileges, or immunities of the CRA/City under the doctrine of sovereign immunity or as set forth in Section 768.28 of the Florida Statutes.**

#### **XIV. INSURANCE:**

1. 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 CRA 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 CRA, as satisfactory evidence of the required insurance, either:

- A. Certificate of Insurance
- B. Certified copy of the actual insurance policy

The CRA, 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 CRA 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 CRA/City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the CRA/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 CRA prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the City's Risk Management Department.

2. INSURANCE LIMITS OF LIABILITY:

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

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

A. Comprehensive General Liability:

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

1. Premises Operations
2. Products and Completed Operations
3. Blanket Contractual Liability
4. Personal Injury Liability
5. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

**\$500,000.00** Combined Single Limit (CSL)

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

B. Comprehensive Automobile Liability:

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

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

**\$200,000.00** Combined Single Limit (CSL)

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

**\$100,000.00** per Person

**\$200,000.00** per Occurrence

**\$25,000.00** Property Damage

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

C. Worker's Compensation Insurance:

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

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

**\$100,000.00** Bodily Injury by Accident

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

**\$100,000.00** Bodily Injury by Disease, each employee

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

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

If the Consultant has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CRA 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 CRA/City.

**D. Professional Liability Insurance:**

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

The minimum limits of liability shall be:

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

**XV. TRUTH-IN-NEGOTIATION CERTIFICATE:**

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CRA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other unit costs. All such contract Adjustments shall be made within one (1) year following the end of this Contract.

**XVI. MAINTENANCE OF RECORDS:**

The Consultant and all subconsultants shall keep all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at all reasonable times during the Contract period and for three (3) years from the date of final payment under this Contract, for inspection by authorized representatives of the CRA/City and applicable regulatory agencies, if any. Copies thereof shall be furnished, if requested, and the CRA/City shall pay a reasonable cost of reproduction. Incomplete or incorrect entries in such books and records will be grounds for the disallowance of any fees or expenses based on such entries.

#### **XVII. RIGHT TO REDUCE THE SCOPE OF WORK:**

The CRA reserves the right to reduce the scope of work under this Contract at any time, and if such is done, the total fees to Consultant shall be reduced in the same ratio as the estimated cost of the deleted work to the cost of the work as originally planned, or when appropriate, the Consultant's fees shall be re-computed for the reduced scope of work in the same manner used for determining the original fee, provided that if work has already been performed on the portion of services to be eliminated, the Consultant shall be paid for the actual time spent plus any associated direct expenses.

#### **XVIII. RIGHT TO TERMINATE:**

**The CRA reserves the right to terminate this Contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or the Contract terminated for any other reasonable value by the CRA for work delivered, or ready for delivery upon receipt thereof, such determination by the CRA shall be conclusive and binding.**



# EXHIBIT A

Sea level rise

Regulatory permitting, FEMA, FFWCC, DEP, US Army Corps of Engineers, etc.

Beach Renourishment

Intracoastal Docking Facilities

A1A Linear Park

Beach Dunes

Sea Walls

Marine Turtle Lighting