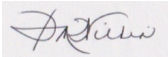


CITY OF OAKLAND PARK
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

CONSULTANT: ACAI Associates, Inc. PROJECT MANAGER: Sierra Marrero Address: 2937 W. Cypress Creek Rd, Suite 200, Fort Lauderdale, FL 33309		
Contract No. Agreement Description: Continuing Professional Services Contract Effective Date: September 18, 2019	Work Authorization No: 22-EBS-ACAI-CON'T-PROF-FS87-NW21AVE-NW39THST Resolution #: R-2021-107 (Required for expenditure \$25,000 or above) Effective Date: _____	
P.O. # For Work Authorization:	Budget	
Brief Task Description: The Professional Architectural/Engineering Services related to the proposed renovations and additions to Fire Station 87 for the City of Oakland Park located on the southeast corner of NW 21 st Ave and NW 39 th St. in Oakland Park, Florida.		
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: See Exhibit "C"		
The total amount or the limiting amount of the compensation will be: \$_356,850.00 unless additional services are authorized by the CITY in writing. Hourly not to exceed (NTE) items will be paid against detailed invoices describing the work performed, by whom, work dates and number of hours worked on project. Lump Sum (LS) items will be paid based upon the percent of work that is actually complete.		
Compensation elements are as follows:		
Task	Method of Compensation	Amount (\$)
Task 1 – Total Basic Services	Lump Sum	\$277,550.00
Task 2 – Total Optional Services	Lump Sum	\$69,300.00
Task 3 – Direct Project Expenses (allowance)	Lump Sum	\$10,000.00
Total		\$356,850.00
Other Notes: This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract</u> approved by the City Commission on September 11, 2019. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning two (2) original signed copies to the City Manager <u>via the appropriate Department Director</u>. The CITY will send you one fully executed copy.		
CITY of OAKLAND PARK Approval: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> David Hebert, City Manager* _____ (Signature) </div> <div style="width: 20%; text-align: center;"> _____ (Date) </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 40%;"> Brynt Johnson, Director Engineering & Building Services _____ (Signature) </div> <div style="width: 20%; text-align: center;"> _____ (Date) </div> </div>		
CONSULTANT Acceptance: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> Donald Wilkin, RA – Sr. Principal ACAI Associates, Inc. _____ (Signature) </div> <div style="width: 20%; text-align: center;">  _____ (Signature) </div> <div style="width: 20%; text-align: center;"> 02/08/2022_____ (Date) </div> </div>		

**Expenditures \$25,000 or greater require City Commission Approval*

**Expenditures \$7,500 of greater require City Manager Approval*

Exhibit A
Scope of Services



2937 W. Cypress Creek Rd. | Suite 200 | Fort Lauderdale, FL
33309

**ARCHITECTURAL/ENGINEERING SERVICES FOR THE DESIGN OF
FIRE STATION 87**

SCOPE OF SERVICES AND FEE SCHEDULE

The following identifies the Professional Architectural/Engineering services related to the proposed renovations and additions to Fire Station No. 87 for the City of Oakland Park located on the southeast corner of NW 21st Ave and NW 39 St. in Oakland Park, Florida.

The proposed renovation includes the redesign of approximately 4,200 SF of interior area, currently used for administration and fire fighter support spaces, upgrades to the approximately 3,050 SF apparatus bay area and a new 600 +/- SF addition.

Exterior improvements include the addition of pre-engineered aluminum roof/trellis structures, replacement of the existing mansard roofs, and new walkways around the building and west main entrance as shown in renderings completed by Zyscovich Architects dated January 20, 2021. Other than patching and resealing, modifications to the existing parking and drives is not required and therefore not included. Landscaping and irrigation is limited to those areas directly impacted by the proposed building renovations and additions only as generally shown in the renderings referenced above.

It is also our understanding exterior upgrades to the building related to 'storm hardening' including upgrades to and replacement of windows, doors and roofing along with a new generator and generator enclosure will be completed under a separate contract and therefore any work related to this hardening is not included in our scope.

Services include architectural, civil, structural, mechanical, electrical, plumbing, low-voltage communications, fire alarm system, fire protection system, site lighting, landscape and irrigation design as further outlined below.

The following are included in the overall Scope of Services as further defined below.

- Schematic Design
- Design Development Documents (30%)
- Construction Documents at 60%, 90% and 100%
- Contract Administration during Construction
- Coordination with the Construction Manager at Risk (CMAR) selected by the City during the development of Construction Documents, Permitting, Bidding and Contract Administration.

A. Schematic Design

Develop up to (3) Schematic floor plan options illustrating the overall layout of the spaces based on space programming requirements provided by the City.

B. Design Development (30%)

Based on the approved Schematic floor plan the design team, in coordination with the City and CMAR, will develop 30% construction documents illustrating the overall project as required for Development Review (DRC) and approval by the City.

Exterior renderings by Zyscovich referenced above to be used for DRC submittal. No new renderings are included.

A Construction Cost Estimate based on the 30% Design Development documents will be provided by the CMAR along with constructability comments and cost savings suggestions.

Deliverables: 30% - DRC submittal documents

C. Construction Documents

Following approval of the Development Review documents and the 30% Construction Cost Estimate, including constructability comments and cost savings suggestions provided by the CMAR, the design team will develop 60% plans and specifications for review by the City and CMAR. Comments received from this review will be incorporated into 90% plans and specifications for review and approval by the City and CMAR and submittal for a dry-run review by the Building Department. Following the 90% review, the design team will revise and update the documents as needed based on the comments received.

A Construction Cost Estimate based on the 60% and 90% Construction Documents will be provided by the CMAR along with constructability comments and cost savings suggestions.

Deliverables: 60% Construction Documents
90% Construction Documents

D. Permitting & Bidding

Following the receipt of 90% document review comments from the City the design team will finalize plans and specifications, including addressing the 90% comments and received from the City, CMAR and other outside agencies and submit them to the CMAR for plan review/permitting submittal to the Building Department. The design team will respond to Building Department comments, resubmit as required and assist the CMAR with obtaining a permit.

Deliverables: 100% Construction Documents

E. Construction Administration Services

The following services will be provided by the design team during a projected 12 month construction duration.

- A. Pre-construction meeting with the CMAR, subcontractors and City.
- B. Visit the site once a week to review the status of the work and address any questions from the CMAR. Includes one (1) Owner-Architect-Contractor, (OAC), meeting every other week to review and update the overall status of the project in lieu of the field visit.
- C. Inspections by Consultants prior to the completion of key building components to verify compliance with the construction documents based on notification by the Owners Representative including:

- C. Prior to HVAC system installation including ductwork
 - D. Completion of electrical rough
 - E. Completion of interior framing
 - F. Completion of gypsum board/prior to finishing
-
- A. Provide Special Inspections as required by the Building Dept (refer to Optional Services).
 - B. Coordinate with City and CMAR, as needed, for specific systems affecting the function of the facility including security and communication systems.
 - C. Respond to RFI's to assist and clarify the documents where needed.
 - D. Review submittals and shop-drawings to ensure compliance with project requirements.
 - E. Prepare punch-list based on receipt of Substantial Completion documents and request from the Contractor.
 - F. Provide final project review including review of the required close-out documents, including as-builts, warranties and maintenance documents, based on final completion by the CMAR.
 - G. Coordinate the transfer of maintenance manuals, warranty information, facility keys and other building related items.
 - H. Review and update drawings based on as built documents provided by the CMAR.
 - I. Review final pay application from the CMAR.

F. Reimbursable Expenses (Allowance)

Printing and other reproductions, overnight delivery, transportation and mileage outside Miami-Dade, Broward and Palm Beach Counties, project photos, etc to be billed at cost. Any unused amount will be retained by the City at the completion of the project.

G. Timetable for Development of Improvements

A project design schedule will be prepared to track milestone events, as best as possible, based on the following proposed development timetable.

- **Schematic Design** Within (7) days from receipt of a Notice to Proceed (NTP) the consultant will meet with the City to review the City's program requirements. Within (21) days from receipt of the program requirements the consultant will develop Schematic floor plan options for review by the City.
- **Design Development (30%) DRC** Within (75) days following the City's approval of the Schematic Design the Consultant will submit 30% documents to the City for Development Review Committee (DRC) and CMAR.
- **Construction Document / Permitting Phase.** Within (120) days following the DRC approval and comments from the City and CMAR on the 30% plans the Consultant will submit 60% construction documents to the City and CMAR for review and approval. Comments received will be incorporated into the 90% construction documents and submitted to the City's Development Services Department for dry-run permit review. Within the Construction Document Phase, the City and CMAR shall be provided the following time frame for document review: 14 calendar days for documents at 30%, 21 calendar days at 60% and 30 calendar days for 90% documents.

- **Bid / Negotiation Phase.** The Consultant will assist the City with reviewing the final GMP, including subcontractor bids and any Qualifications / Assumptions submitted by the CMAR.
- **Construction Administration Services.** Consultant's term for Construction Administration Services shall run concurrent with that of the construction of the project. The estimated duration of construction [twelve (12) months] shall be the basis of the Consultant's Construction Administration Services fee. Services beyond that period shall be completed on a per day rate based on the per day rate established in the Agreement.

H. Basic Services Fee Schedule

• Architectural, Structural and MEP services	\$259,150.00
• Civil Engineering Services	\$ 18,400.00
Total Basic Services	\$277,550.00
• Direct Project Expenses (allowance)	\$ 10,000

I. Optional Services

1. Geotechnical	by City
2. Site Lighting	\$ Incl above
3. Exhaust Extraction System	\$ 5,175.00
4. Special Inspections (Allowance)	\$ 10,000.00
5. Furniture selection and specifications	\$ by City
6. Contract Administration beyond twelve (12) months. or Negotiated Lump Sum TBD if required)	\$ TBD (Hrly)
7. Cost Estimating	\$ by CMAR
8. DRC processing	\$ 7,500.00
9. Graphics –renderings	Not Req'd
10. New Gas Service (Allowance)	\$ 4,600.00
11. New Generator System	by Others
12. Landscape/Irrigation Design	\$ 11,675.00
13. Fire Sprinkler System	\$ 10,350.00
14. Façade Improvements	\$ 20,000.00
Total Optional Services	\$ 69,300.00

Exhibit B

Work Authorization Terms

All terms and conditions shall be in conformance with the Agreement between the City of Oakland Park and ACAI Associates, Inc., dated September 18, 2019.

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as authorization by the City of Oakland Park (City) for ACAI Associates, Inc. (CONSULTANT) to proceed with the Services, unless otherwise provided for in this Agreement. The terms and conditions of the contract between the City, and CONSULTANT govern this Work Authorization.

2. LUMP SUM

Lump sum compensation is calculated by reference to hourly schedule included in the executed contract and estimated hours provided to the City during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

3. DIRECT EXPENSES

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the City's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT.

4. SCOPE CHANGES

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the City Project Manager in writing prior to performing the additional work. The City and CONSULTANT will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the City and CONSULTANT shall attempt to have the request placed on the next available City Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT will undertake the additional work after coming to agreement with the City during the initial meeting with regards to the specific additional services.

5. COST ESTIMATES

Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no warranty, expressed or implied.

7. COMPENSATION SCHEDULE

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

8. LIMITATION OF LIABILITY

CONSULTANT's liability to the City shall be based on the terms of the Contract

9. TERMINATION

Either City or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Contract Agreement. All requirements of Section 19 of the contract shall apply to this contract.

10. ASSIGNMENT TO RELATED ENTITY

Requirements of Section 16, of the agreement apply to this section.

11. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

12. INFORMATION PROVIDED BY CLIENT

Permit application fees.

13. SCOPE OF SERVICES

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a

project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed. Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

14. FEES

The Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

15. PERMITS AND APPROVALS

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

16. CONSTRUCTION REQUIREMENTS

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be the City's responsibility to notify CONSULTANT of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

17. PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTANT FEES

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

18. CLIENT'S RESPONSIBILITIES

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Exhibit C
Preliminary Project Schedule

DELIVERY SCHEDULE

The Project as delineated in this scope of services is estimated to be completed within **288 days** after Notice to Proceed. The following is the expected work schedule for the Project:

Deliverable	Schedule
Schematic Drawings	28 days
Design Development (30%)	89 days**
Construction Documents (60/90/100%)	171 days**
	** Incl City & CMAR reviews

Exhibit D
Staff Time Estimate

Proposed Renewal Rates

July 27, 2021 - for years 3 - 5 of continuing agreement

Project # 19-028 MM Continuing Services Oakland Park

Billing Rates

Principal	\$197.00	\$250.00
Sr Project Manager	\$165.00	\$198.00
Sr Landscape Architect	\$165.00	\$198.00
Senior Architect	\$165.00	\$198.00
Project Manager	\$150.00	\$180.00
Landscape Architect	\$140.00	\$168.00
Architect	\$140.00	\$168.00
Jr Project Manager	\$125.00	\$150.00
Sr Inspector	\$150.00	\$180.00
Inspector	\$130.00	\$156.00
Surveyor	\$150.00	\$180.00
Cadd/Revit Tech	\$110.00	\$132.00
Clerical/Admin	\$65.00	\$78.00