

CITY OF OAKLAND PARK
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

CONSULTANT: Stiles Constructions PROJECT MANAGER: Sierra Marrero		
Address: 201 East Las Olas Boulevard, Suite 1200, Fort Lauderdale, 33301		
Contract No. Agreement Description: Professional Services Contract Effective Date:	Work Authorization No: 23-EBS-STILESCONSTRUCTION-SKYBLDG Resolution #: (Required for expenditure \$25,000 or above) Effective Date:	
P.O. # For Work Authorization:	Budget	
Brief Task Description: Preconstruction Agreement for Sky Building Office Improvements		
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: <u>See Exhibit "C"</u>		
The total amount or the limiting amount of the compensation will be: <u>\$ 32,000.00</u> 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 (\$)
Oakland Park Sky Building Pre Construction Services	Not To Exceed	\$32,000.00
Total		\$32,000.00
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 via the appropriate Department Director. 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 </div> <div style="width: 30%; text-align: center;"> _____ (Signature) </div> <div style="width: 30%; 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 </div> <div style="width: 30%; text-align: center;"> _____ (Signature) </div> <div style="width: 30%; text-align: center;"> _____ (Date) </div> </div>		
CONSULTANT Acceptance: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> Roger Manterola, V.P. Contracts Stiles Constructions </div> <div style="width: 30%; text-align: center;"> _____ (Signature) </div> <div style="width: 30%; text-align: center;"> _____ (Date) </div> </div>		

**Expenditures \$25,000 or greater require City Commission Approval
 Expenditures \$7,500 of greater require City Manager Approval*



STILES CORPORATION d/b/a STILES CONSTRUCTION

PRECONSTRUCTION AGREEMENT

Date: September 12, 2023

This **Agreement**, when signed by a duly authorized representative of the City of Oakland Park, Florida ("**Client or Owner**") shall serve as the Agreement pursuant to which you are engaging Stiles Corporation d/b/a Stiles Construction with offices at 201 East Las Olas Boulevard, Suite 1200, Fort Lauderdale, 33301 ("**Contractor or Stiles**"), to act as your Contractor for pre-construction in connection with the project located at 3701 N. Dixie Highway, Oakland Park, FL, 33334. (the "**Project**"). The Project is the City of Oakland Park – City Hall Office Tenant Improvements. It is the express intent of the parties for Contractor to provide pre-construction management services pursuant to this Agreement, and possibly construction management services for the entire Project pursuant to a subsequently executed Construction Agreement, which will be based upon a modified AIA document A-102 "Standard Form of Agreement between Owner and Contractor Cost of the Work with a Guaranteed Maximum Price" and AIA document A-201 "General Conditions" and include the submission by Contractor of an acceptable guaranteed maximum price ("**GMP**"). Pending the possible execution of the Construction Agreement, Contractor shall provide those pre-construction services set forth in Schedule A, attached hereto and made a part hereof (the "**Basic Services**") pursuant to the terms of this Agreement.

1. In consideration of the Basic Services performed by Contractor pursuant to this Agreement, Client shall pay Contractor for services rendered the agreed all-inclusive MONTHLY stipulated lump sum amount of Eight Thousand and 00/100 dollars (\$8,000.00) (The Preconstruction Fee) with a not-to-exceed period of 4 months. All amounts billed to Client by Contractor for the Preconstruction Fee shall be separate and apart from any future negotiations related to the construction of the Project.
2. All amounts due Contractor for Preconstruction Fee under this Agreement shall be billed to Client on a monthly basis. Contractor's request for payment shall be submitted by the end of each month starting with the month following approval of this Agreement by the City of Oakland Park. Payment will be made by Client within thirty (30) days after receipt of Contractor's request for payment.
3. Nothing in this Agreement shall be deemed to require, authorize, or permit Contractor to perform any act which would constitute design services, or the practice of architecture, professional engineering, certified public accounting, law, laboratory testing, or inspection services; provided, however, that Contractor may provide design/assist services and/or cost savings suggestions as part of its Preconstruction Services. Notwithstanding anything in this Agreement to the contrary, Contractor is not a design professional and makes no agreements or warranties concerning compliance by Architect's drawings and/or Architect's performance and/or the Architect's compliance with applicable legal requirements, codes, and professional standard of care. Nothing in this Agreement shall be construed to mean that Contractor assumes any of the responsibilities or duties of the Architect, and Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in the Construction Documents. Contractor shall promptly provide notice to Client and Architect of any errors, omissions or discrepancies discovered in the Construction Documents. The recommendations, advice, budgetary information, and schedules to be furnished by Contractor under this Agreement are solely for the use of Client and shall not be deemed to be representations, warranties or guarantees. It is expressly understood that Contractor is not a guarantor or insurer of the adequacy of any plans and specifications or of any work which is to be performed or managed by others.
4. Contractor shall comply at all times and in all respects with all applicable laws, rules, regulations, statutes, codes, or other requirements applicable to the Contractor's obligations hereunder. Notwithstanding the foregoing, to the extent that the design prepared by Client's design professionals conflicts with applicable laws, rules, regulations, statutes, codes, or other requirements applicable to the Project, Client shall refer such conflicts for resolution to Client's design professionals.

9-12-23

5. Client shall have the right on not less than ten (10) business days' prior notice to terminate this Agreement for convenience, and in such event, Client shall pay Contractor all amounts due hereunder through the effective date of termination in full payment for all services rendered.
6. Nothing contained in the Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against Contractor or Client.
7. Contractor and Client waive claims against each other for consequential, incidental, indirect or special damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to, all:
 - a. damages incurred by the Client for rental expenses, for losses of use, income, profit, opportunities, revenue, funds, financing, business and reputation, for extended interest expenses, insurance premiums, supervisory costs, and common area charges, for increased overhead costs, for carrying costs, maintenance costs, taxes, insurance deductibles and write-downs, and for loss of management or employee productivity or of the services of such persons; and
 - b. damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from this Agreement.

This mutual waiver is applicable, without limitation, to all consequential, incidental, indirect or special damages due to either party's termination. The Construction Agreement shall contain an identical waiver provided, that it also shall contain a provision for the payment of liquidated damages.

8. Neither Contractor nor Client shall have no right to assign, transfer, pledge, encumber or otherwise affect its obligations, responsibilities and rights under this Agreement (hereafter, collectively, "**assign**") without the written consent of the Client or Contractor, as the case may be, which may be granted or withheld in such party's sole discretion. Any attempt by Client or Contractor to assign any of its obligations, responsibilities or rights hereunder, without such consent, shall be without effect and shall not affect its obligations or responsibilities under this Agreement.
9. Contractor hereby states that: (i) Contractor is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Contractor is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Contractor (and any person, group, or entity which Contractor controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act, USA Freedom Act, or any OFAC rule or regulation, including any assignment of this Agreement or the making or receiving of any contribution of funds, good or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act, USA Freedom Act, or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Contractor of the foregoing shall be deemed a default by Contractor hereunder and shall be covered by the indemnity provisions of this Agreement, and (y) the statements contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Agreement. In addition to the explicit requirements of this Section, Contractor agrees that in all respects and to the extent applicable it shall comply with all other rules, regulations, laws, and legally binding directives of any governmental instrumentality having jurisdiction over Contractor and related to the discovery, control, or limitation of any terrorist or subversive activity.
10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age handicap, disability, creed, marital status, affectional preference, or sexual orientation. Contractor will take affirmative action to ensure that employees are treated during employment

without harassment or regard to their race, color, religion, sex, age, ancestry, national origin, age, handicap, disability, creed, marital status, affectional preference, or sexual orientation. Such action shall include, but not be limited to, the following: employment, job classification, upgrading, demotion, promotion, layoff, termination or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any claims and causes of action arising under or in connection with this Agreement shall be brought before a court of competent jurisdiction located in Broward County, State of Florida. This Agreement constitutes the entire Agreement and understanding of the parties, superseding all prior communications, whether written or oral, and may not be amended or modified, except by a writing signed by Client and Contractor.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. In addition, electronic signature shall be as binding as the original.

WHEREFORE, we have set our signatures below, intending to be legally bound.

Stiles Corporation d/b/a Stiles Construction

By:  9.12.23
Name: Roger Manterola
Title: V.P. Contracts

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

By: _____
Name: _____
Title: _____

rm

SCHEDULE A
SCOPE OF BASIC SERVICES

General –

- Estimate our Basic Services to take approximately 4 months to complete.
- Monthly meetings (or as needed).
- 100% Schematic Estimate – Once Schematic drawings are complete, Stiles will perform take-offs and update the Conceptual Estimate taking into consideration the information on the drawings and information discussed during design meetings.
- 100% Design Development Estimate – Once the design has been established and mechanical, electrical, and plumbing has provided additional narratives and/or plans Stiles will provide a more detailed estimate which will include selective subcontractor pricing.
- GMP Estimate – Once drawings are 100% complete incorporating all preconstruction cost savings suggestions accepted by Owner, Stiles will go out to bid and provide a full estimate based on an open book competitive bidding policy and share this information with the Owner and Architect.

Milestone Budgets – Stiles will prepare detailed line-item budgets for the project at the various stages noted above.

Constructability Analysis – Stiles will review all aspects of the project at the Design Development stage. Stiles will generate a Constructability Analysis Report for distribution to Owner and the design team.

Preliminary Construction Schedule– Stiles will create a preliminary construction schedule which will incorporate the Owner provided items and construction into a single schedule.

Cost Management / Cost Savings Suggestions – Stiles will work with the design team and involved subcontractors to recommend cost savings suggestions best suited for the Owner's budget. Additionally, Stiles will look at many aspects of the design for efficiency while maintaining the design intent. Ultimately it is the responsibility of the Owner and design team to determine if cost savings suggestions meet the design intent and its acceptance. Stiles will examine foundations through finishes to ensure the materials and systems are competitive for the design intent.

Preconstruction Kickoff – Stiles will host a preconstruction kickoff meeting with Owner and the entire design team. This kickoff will establish critical milestone deliverable dates based on a collaborative approach to managing the project.


Preconstruction/Design Phase Active Participation – A Stiles team member will attend all preconstruction meetings with the Owner and the architect (remotely unless otherwise requested by the Owner).

Material Procurement Planning – Stiles will recommend early orders for long lead items or other reasonable measures required for expediting the overall project schedule (if and as required).

Logistics Planning – Early in design, Stiles will develop a logistics and site utilization plan that graphically demonstrates construction access, traffic flow, staging, security, etc.

Develop Comprehensive Bid packages - Stiles will develop project specific detailed bidding instructions for every scope of work, by trade. Stiles will separate the packages in manageable scopes to allow for competitive accurate pricing in each category of work.

Subcontractor/Trade Engagement – Develop early excitement with competitive trades and prequalify subcontractors. Solicit bids and organize for open transparent review with the team.


9-12-23