

EXHIBIT "A"

Scope of Services:

Delray Beach Police Department Headquarters

Delray Beach, Florida

ADG Project No. 1125-1.21

July 28, 2025

General Description:

The project is generally understood to be the engineering and architectural design services related to the design and construction of a new Police Department Headquarters for the City of Delray Beach. This new facility will be constructed on the same site as the existing facility and the current police headquarters must remain in use throughout construction. Demolition of the current police headquarters is part of this project scope.

The Scope of Services will contain a Detailed Spatial Needs Assessment, Preliminary Technology Review, Site Analysis, Conceptual Architectural Site Master Planning, Conceptual Building Design, an Estimate of Probable Costs, Commission Briefings and Presentations, Public Outreach, and possible Future Design Services.

The Phases of Services are herein identified as follows:

Phase One Pre-Design Planning Scope of Services:

- I-A: Updated Detailed Spatial Needs Assessment** to update and define the police department's building programs first conducted in 2018, as well as other facility and site needs, including a multi-level parking structure. This report will include a room-by-room and interview assessment of each operational space necessary to serve the functions of the departments for the next 20 years.
- I-B: Preliminary Technology Review:** This report will also include a preliminary technology review by our consultant, TLC Engineering. The review includes security access control and CCTV systems, audio-visual technology needs, and the coordination of the data distribution network with the City's Information Technology Department representatives. The technology assessment will be conducted on-site.
- I-C: Existing Facility Analysis** services will be conducted for the existing Police Department Headquarters, located at 300 West Atlantic Avenue. This effort includes the review of the existing building structure, existing engineered systems (mechanical, electrical, plumbing, fire protection, technology, security), expansion/renovation possibilities and restrictions, etc. Items to be provided by the City include any existing building plans and specifications, including all engineering systems, etc.
- I-D: Site Analysis** services will be conducted for the site of the existing Police Department Headquarters, located at 300 West Atlantic Avenue. This effort includes the review of the existing aerial and underground utilities, roadways, ingress and egress locations for vehicular and pedestrian access, site features, trees, buffer zones, stormwater management requirements, delivery points, secured parking parameters, radio tower, etc. Alternative sites are required; therefore, we will provide site analysis services for each site, included in the stipulated fee. Consultant shall investigate the City's LDR's for design requirements. A full topographic and subsurface utility survey will also be conducted during this phase.
- I-E: Conceptual Architectural Site Master Planning** of the site. The A/E team will prepare up to 3 conceptual architectural site masterplans – to include renovation/addition as well as stand-alone options. All known building and site amenity features shall be identified on the site with the understanding that the City may elect to implement a phased development approach depending upon funding availability. If a phased development approach is requested, this will be reflected in the master plan documents and cost analyses accordingly.

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- I-F: Conceptual Building Design:** Following the approval of the site master plan, the A/E team will develop a conceptual building design approach incorporating the information developed in Tasks I-A through I-E. This effort will include the development of operational adjacency diagrams for the selected development option. Architectural and engineering discipline narratives of anticipated construction methods, material selections, and systems selections, as approved by the City, will also be provided for the selected development option. It will also include conceptual building massing and exterior elevation studies.
- I-G: Estimate of Probable Development Costs:** The information developed in the previous tasks will be used by our team's cost consultant to develop an Opinion of Probable Development Costs for the City's preferred development option. It can be used in budgeting for this project, which may implement a phased development approach, depending upon the availability of funding. The budget estimate will be prepared based upon the conceptual architectural master plan, site conditions, and descriptive narratives produced by each discipline including architecture, interior design, civil, structural, mechanical, electrical, plumbing, fire protection, and technology. The estimate of the probable development cost will also capture the costs of the staff relocations required.
- I-H: Commission Briefings and Presentation:** The planning team will participate in briefings with city commission members to explain the process utilized in the preparation of the final report, prior to a formal public presentation, to assess the commission's expectations, concerns, etc. In addition, the design team will present the final predesign finding to the full City Commission.

Phase II: Basic Architectural and Engineering Services (to be included in future contract amendment):

NOTE: The scope and fee for Phase II will be negotiated after the outcome of Phase I. The following scope of services is subject to change.

The Architect's Basic Services consist of those described in this phase and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this phase are Supplemental or Additional Services. The extent of services and fees will be reviewed based on the final information gathered during Phase I services. Once the final information is available, the design team will coordinate the base services and required additional services for the Phase II work. The deliverables for the design phase will be negotiated with the City. Deliverables will be prepared at the 30%, 60%, 90% and 100% of the documentation for the design phase. The design team will work with a CMAR, which will be chosen by the City, at approximately the 30% mark of the project.

II-A: Schematic Design Phase:

- This project will be created using BIM 360, allowing all consultants and the City to access and view the project throughout the process.
- Based on the Project requirements agreed upon with the City under Phase I conceptual design & programming activities, the Architect shall prepare and present Schematic Design Documents for the City's and Commission's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, updated building plans, sections and elevations; and include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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- The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the City's program, schedule, and budget for the Cost of the Work.
- The Architect shall submit the Schematic Design Documents in PDF electronic format to the City and request the City's review and approval.
- The Architect shall assist the City's selected builder entity in preparing a Schematic Design Estimate of Probable Development Cost that will identify site development costs, building construction costs, preliminary technology needs costs, and project-specific "soft costs" for the City's budgetary consideration. The ADG team will assist in providing estimating packages so that the City's selected builder entity can confirm that the project remains in compliance with the City's stated budget.
- Should the cost of the design exceed the City's approved construction budget, the ADG Team shall adjust the design of the project to conform to the project construction budget.

II-B: Design Development Phase:

- Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- The Cost Estimator shall update the estimate of probable development costs, based on the architect's design documentation.
- The Architect shall submit the Design Development Documents in PDF electronic format to the City and request the City's selected CMAR to advise the City of any adjustments to the estimate of the Cost of the Work, including the necessary adjustments to bring the project within budget, and request the City's approval.

II-C: Construction Documents Phase:

- Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The City and Architect acknowledge that, in order to perform the work, the City's selected builder entity will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.
- The design team shall assist in establishing the RFQ for Owner's representative for the construction phase of the project.

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- The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- During the development of the Construction Documents, the Architect shall assist the City (and the City's selected builder entity, if applicable) in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding to sub-contractors and suppliers, including bidding or proposal forms. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications.
- The Architect shall assist the City's selected builder entity in updating the estimate for the Cost of the Work.
- The Architect shall submit the Construction Documents in PDF electronic format to the City and request the City's approval.
- The Architect will prepare and distribute meeting notes and incorporate the City's comments into the final submittal package. A comment/response letter to the City's comments will be submitted to ensure the City's comments from the review have been addressed. The final submittal package will be prepared and submitted to the City. The submittal will include signed and sealed drawings and technical specifications and other information necessary for permitting purposes. Hard copy submittal packages and/or electronic submittals will be provided, which will be used by the City's selected builder entity for permitting purposes. The City's selected builder entity shall provide for distribution of documents to all subcontractors.
- The design team will address all comments for site plan approval and building department comments.

Phase III: Post Design Services (to be included in future contract amendment):

NOTE: The scope and fee for Phase II will be negotiated after the outcome of Phase I. The following scope of services is subject to change.

The Architect's Post Design Services consist of those described in this phase and include usual and customary construction administration services. Services not set forth in this phase are Supplemental or Additional Services. The extent of services and fees will be reviewed based on the final information gathered during Phase I and II services. Once the final information is available, the design team will coordinate the base services and required additional services for the Phase II work.

III-A Guaranteed Maximum Price (GMP)

- Following the City's approval of the Construction Documents, the Architect shall assist the City's selected construction manager at risk with any Request for Information (RFI) or document clarifications as they obtain bids from sub-contractors and prepare their final Guaranteed Maximum Price (GMP) for the construction of the project.
- The design criteria for the project shall be the current Florida Building Code at the time of permitting.

III-B Construction Administration Services

- The Architect shall assist the City and the City's owner's representative with the coordination of the construction process, working closely with the City's selected construction manager at risk. Services shall include reviews of the proposed construction schedule, providing responses to submitted RFI's (requests for information), reviewing submittals for compliance with the contract documents, reviewing

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pay applications, and providing a complete facility review to develop a punch list of items to be addressed prior to the issuance of a substantial completion certificate, followed by a final facility review and final completions report.

EXHIBIT "B"

Information Requested

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The information that Architects Design Group (ADG) would need from the city in order to complete this project includes:

1. The Police Department shall submit to the Design Team organizational charts for each department that is proposed to be located in the facility.
2. Any previously completed design documents for the facility which are currently available.
3. The city shall submit to the Design Team any existing documentation relating to the proposed sites that have been previously identified and investigated, including, but not limited to:
 - 3.1. Survey(s)
 - 3.2. Aerial maps
 - 3.3. Utility maps
 - 3.4. Floodplain maps
 - 3.5. Topographic maps
 - 3.6. Benchmark data
 - 3.7. Previous Site Geotechnical Studies (if available)
 - 3.8. Previous Environmental Studies (if available)

The design team will be responsible for attaining any of the above-mentioned documents necessary, if they are not available from the City. We understand that a survey, inclusive of utility locations, will be provided by the design team.

4. The Design Team will research any existing land development regulations that the Design Team will need to comply with.
5. The Design Team will research the existing Permitting Agencies that will be involved in reviewing and/or permitting the project.
6. The city is to provide the Design Team with the City's project management team composition, contact information, and chain of communications command.

EXHIBIT "C"

Additional Services

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Base services will be determined during Phase I of this project. The following represents potential services that may be added to the scope following the outcome of Phase I, and is subject to change. Should these services be deemed necessary, they will be moved to Exhibit A in a future contract amendment. The base services will be negotiated with the City. Additional services will be determined based on the finalized scope of services determined. Below are the additional services that may be included in the scope of Phase II services.

1. **Additional Services:**

The Architect, or his consultants, shall provide the following additional services if requested:

1.1. **Interior Design:**

1.1.1. Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The Fee for this service is identified in Exhibit "D".

1.1.2. Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis, utilizing the rate schedule identified in Exhibit "D", or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

1.2. **Off-Site Civil Engineering:**

Upon acceptance of the Conceptual Site Plan, if off-site civil engineering services are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

1.3. **Landscape Architectural Services:**

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan. The Professional Compensation Fees for these services shall be as noted in Exhibit "D".

1.4. **Site and Building Identification/Graphic Design:**

Provide graphic design services associated with the design and construction administration of building identification, graphics and signage.

1.5. **Professional Liability Insurance:**

The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$1,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to 2.4% of the total Architectural and Engineering fee, excluding fees for the proposed Phase Two and Three services. The Professional Compensation Fees for these services shall be as noted in Exhibit "D". If preferred by the City, the Consultant will incorporate the cost of insurance into the basic services of the project.

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1.6. **Permitting Coordination Services:**

The Architect shall provide permitting coordination services as follows:

- 1.6.1. Define all permits and/or review agency requirements and provide a graphic chronological assessment, including the site plan approval process through the City's Development Services Department.
- 1.6.2. Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.
- 1.6.3. Monitor the permitting process and provide written progress reports to the Client.
- 1.6.4. The Professional Fee for permitting associated with site and facilities shall be as noted in Exhibit "D".

1.7. **Facility Energy Analysis:**

The Architect shall prepare Supplementary Design Documents to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration, and similar passive energy applications, to the extent allowable by the project construction budget. This service is required to comply with the City's established green building policy. The Professional Services Fee shall be as noted in Exhibit "D". This is also a newly required service to meet the updated State of Florida Energy Code Permitting Requirements.

1.8. **Facility and/or Site Model Computer Renderings:**

The Architect shall develop up to 5 computer rendering(s) of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways, and stormwater retention areas. The Professional Services Fee shall be as noted in Exhibit "D".

1.9. **Special Engineering:**

Special Structural Engineering services will be provided by the Architect/Engineer, when authorized by the Client, if unusual site soil or geographical conditions are found to exist. An additional fee in an amount to be determined shall be established based upon the conditions discovered and the complexity of services necessary to correct said conditions.

1.10. **Extended Construction Observation:**

During Phase II (Construction Administration), the Architect shall provide standard construction observation services during the construction phase. The Construction Documents will stipulate the period allowed the Construction Management Team for construction. The Architect shall be entitled to Additional Fees if the CMaR exceeds this stipulated period which shall be negotiated with the input of the Client, said fees being a pro-rata monthly fee of the fee allocated for this phase.

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1.11. **Post Occupancy/Warranty Inspection:**

Eleven months after occupancy of the building the Architect and its consulting team shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action on the part of the Construction Manager . The Architect shall subsequently re-inspect the facility(s) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the CM. The Professional Services Fee shall be as noted in Exhibit "D". Note that the fee for this service shall be due at the time such services are rendered.

1.12. **Community Outreach Program:**

If desired, the Architect and its team shall participate in up to 3 public presentations in a collective effort of engaging the local community at large. The Architect will assist with the development of the necessary presentation materials and format and will provide one copy, both digital and hard copy version, to the Client for its records. A minimum of two (2) representatives of the Architect's team shall participate in each of the requested presentations. The professional fee is as noted in Exhibit "D".

This service, if requested, will be included as a part of Phase II services.

1.13. **Site Surveying Allowance:**

If the City requests the Architect to obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property(s), this service shall be provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. This survey will be completed upon final determination / acceptance of the site by the Client.

1.14. **Building Commissioning:**

The Architect and its Engineers, if so desired by the Client, shall provide complete building commissioning services of the mechanical, electrical, and low-voltage systems facility-wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. The professional fee shall be as noted in Exhibit "D". This service is provided, upon the Client's request, at the conclusion of the construction period, and shall include integration testing of building information & communications (ICT) systems with external systems (e.g. commercial telecom services and/or agency owned services).

1.15. **Grants Coordination Assistance:**

The Architect and its subconsultants will work directly with the Client's designated Grant Coordinator to assist with the documentation needed to process the grant. The professional fee shall be as noted in Exhibit "D".

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1.16. **Grants Application:**

The Architect, if so desired by the Client, shall provide grant preparation services. The professional fee(s) shall be established after identification of a potential grant and/or grants and is noted in Exhibit "D".

1.17. **Additional Construction Observation Services:**

The Client may elect to have the Architect provide additional on-site construction observation services beyond the bi-weekly standard services noted in this Agreement. Such representation, if desired, will be based upon the selection of an option, as provided for in Exhibit "D".

1.18. **Record/Conformance Drawings:**

This service is typically provided by the Construction Manager, but in the event that the Client desires the Architect to develop a record or "as-built" set of construction documents, provided at the conclusion of construction, then the Architect shall be entitled to a professional fee as noted in Attachment "D".

1.19. **Sustainable Design Concept Implementation /Design:**

The Design Team will be responsible for identifying, documenting, and implementing a variety of sustainable design components for the Client that can be accomplished within the defined project budget. The Client has stated that they do not plan to have the new facilities certified under a specific sustainability program, however the facility is to be designed to comply with the City's green building policy. The professional fees shall be as noted in Exhibit "D".

1.20. **Audio-Visual Consultant:**

The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Exhibit "D".

1.21. **Computer Cable System Design Coordination:**

The Architect shall meet with the Client's Project Manager and the Office of Information Technology staff and establish the basic guidelines for a computer cable system for the facility and shall subsequently prepare a cable plan with appropriate distribution spaces in the facility. The professional fee shall be as noted in Exhibit "D".

1.22. **Security Consultant:**

The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit "D".

EXHIBIT "C"

Additional Services

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1.23. **Acoustical Engineering:**

The Architect shall obtain the services of a qualified Acoustical Engineer for enhancing performance in acoustically demanding environments related to the primary large-scale operational spaces, such as the dispatch floor and any training areas. These services include controlling, isolating, and mitigating structure-borne, equipment-generated, and environmental noise and vibration, if required. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit "D".

EXHIBIT D - FEES/HOURS

City of Delray Beach
 RFQ2025-009 Engineering and Architectural Design Services for New PD
 Friday, June 20, 2025
 Revised Monday July 28, 2025

Prepared by Architects Design Group, LLC

		Architects Design Group - Architect of Record											Subconsultants								
		Principal	Project Architect	Project Manager	Designer	Computer Draftsman	Const. Admin.	Admin Support	Graphic Designer	SR. Interior Designer	Interior Designer		Total Prime Consultant Estimated Cost	Kimley Horn Civil/Landscape	Salas O'Brien MEP Engineering	BBM Structural Engineering	TLC Engineering for Architecture Security/Tech Consultant	Avirom Associates Surveying	Construction Services Cost Estimating	Tierra South Florida, Inc. Geotechnical Engineer	Total Estimated Cost
Task No.	Task Name	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Total Hours	Estimated Fee	Estimated Fee	Estimated Fee	Estimated Fee	Estimated Fee	Estimated Fee	Estimated Fee	Estimated Fee	Total Estimated Cost
1.0	I-A: Updated Spatial Needs Assessment	48	20	28				16		9	15	136	\$ 30,035.00		\$ 2,230.00						\$ 32,265.00
2.0	I-B: Preliminary Technology Review			2								2	\$ 440.00				\$ 16,360.00				\$ 16,800.00
3.0	I-C: Existing Facility Analysis	6	6	16		10		6		24	40	108	\$ 18,340.00			\$ 3,996.00					\$ 22,336.00
4.0	I-D: Site Analysis	6	16	24		4						50	\$ 11,790.00	\$ 7,255.00				\$ 23,785.00		\$ 14,478.16	\$ 57,308.16
5.0	I-E: Conceptual Arch. Site Masterplanning	24	20	32		8			4			88	\$ 20,660.00	\$ 6,000.00							\$ 26,660.00
6.0	I-F: Conceptual Building Design	28	24	32		12						96	\$ 23,060.00	\$ 4,780.00							\$ 27,840.00
7.0	I-G: Estimate of Probable Development Costs	1		1								2	\$ 505.00						\$ 20,480.46		\$ 20,985.46
8.0	I-H: Council Briefings and Presentations	12		12				9	8			41	\$ 7,500.00								\$ 7,500.00
9.0	Meetings / Conference Calls	22	9	15								46	\$ 11,955.00	\$ 5,495.00							\$ 17,450.00
10.0	10% Admin. Mark-up on Consultant Fees													\$ 1,875.00	\$ 701.00	\$ 399.60	\$ 1,636.00	\$ 2,378.50	\$ 2,048.05	\$ 1,447.82	\$ 10,485.96
Total Hours		147	95	162	0	34	0	31	12	33	55	569									
Subtotal Estimated Cost		\$ 41,895.00	\$ 25,175.00	\$ 35,640.00	\$ -	\$ 4,760.00	\$ -	\$ 2,480.00	\$ 1,080.00	\$ 6,105.00	\$ 7,150.00		\$ 124,285.00	\$ 20,625.00	\$ 7,711.00	\$ 4,395.60	\$ 17,996.00	\$ 26,163.50	\$ 22,528.51	\$ 15,925.98	\$ 239,630.58

7 B: PROJECT APPROACH

The scope of services of this RFQ speaks directly to our team’s core body of work. We understand the unique requirements of law enforcement and municipal facilities, the necessary components to ensure safe and efficient daily operations, and how to incorporate these components into the buildings to provide long-term value to the City of Delray Beach, residents, and visitors. Upon being selected for this project, our team will work with the city and police department to adjust the following proposed approach as needed in order to achieve all project goals.

Based on the RFQ, we understand the city *may* consider colocating some fire department functions on the PD / parking garage site. Recent trends show a move to co-locate many public safety components to provide an efficient singular point. Efficiencies are gained through designing for less travel time for staff, use of infrastructure for technology and site development for all training needs, and accomplishing appropriate land development buffering from surrounding uses. A multi-department public safety complex fosters a higher caliber of public safety operations and also provides staff with in-service training tools, improving staff retention rates, as well as facilitates the accreditation process. Should the city decide to co-locate police headquarters with fire department components, we can revise the following approach and design considerations to ensure the design incorporates efficiencies in cost and fosters relationships between each of the departments.

OUR GOAL:

Partner with the City of Delray Beach to develop a holistic view of the current and future police department and city needs, and develop a plan on how to realistically achieve them.

PHASE I: PLANNING + PRE-DESIGN

KICK-OFF MEETING / PROJECT STAKEHOLDERS WORKSHOP

Our team will conduct an initial meeting with the city to review the proposed project and confirm the schedule for specific tasks. This initial meeting is an orientation to the methodology, project objectives, and responsibilities of the city’s project management team, police department representatives, and project stakeholders. The goals and objectives for the project activities and project milestones are discussed and agreed upon.

REVIEW / VERIFY SPATIAL NEEDS ASSESSMENT

We understand the City of Delray Beach had a needs assessment completed in April of 2018 to determine the initial needs and feasibility of the project. Our team has reviewed the assessment and understands the time and resources the city has already invested in this project and we are committed to ensuring all project goals are met as we review / verify the programming for the new, state-of-the-art police department headquarters and municipal parking garage. At the beginning of this project, we will sit down with city and police department staff to review the initial staffing and spatial needs studies and discuss necessary updates and possible improvements. Our team will leverage this knowledge gained through our experience working with the police departments throughout the nation and South Florida to hit the ground running as we move forward on this vital Delray Beach public safety initiative.

After reviewing with staff, we will build upon the preliminary planning already completed, and prepare a comprehensive update. It will provide recommendations and refinements to the project needs that are fundamental to delivering a fully operational and state-of-the-art police facility and parking structure. ADG’s experience in programming law enforcement facilities will be essential to maximizing square footage while providing the City of Delray Beach’s police department the requirements needed for daily operations.

Our process for verifying the spatial needs assessment includes:

- Complete review of all existing assessments and documents with city and command staff
- Confirm organizational structures, administrators, population and demographic statistics, and size of staff to see if there are any future changes that need to be accounted for
- On-site interviews with users to gain a deeper understanding of their facility needs
- Provides a detailed space-by-space definition of the elements to be included in the new police headquarters and municipal parking garage, including projections for potential future building needs
- Provides the initial budget analysis and options for identifying the cost of an appropriate facility
- Initiates the political process necessary to create consensus
- Our team will crunch the numbers to quantify the staffing projections and space needed in terms of actual square footage and how they compare to the original studies, as well as the current budget; the square footage will be listed by division within department and detail the department’s future needs

EXHIBIT "E"
Detailed Project Approach from Proposal
Delray Beach Police Department Headquarters
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PRELIMINARY TECHNOLOGY REVIEW | This task includes a preliminary technology review including the security access control and CCTV systems, audio-visual technology needs, and the coordination of the data distribution network with the city's Information Technology Department representatives. This is an instrumental task in ensuring the estimates of probable costs are inclusive of all current and emerging technologies, specific to law enforcement.

FINAL PROGRAMMING REPORT | A thorough analysis of all the information obtained will result in a detailed, updated spatial needs report. The team will utilize the space standards which ADG has developed over the past 50+ years of planning and designing public safety facilities. The information during this task will be provided in a draft report and dispersed to city stakeholders for review and comments before the final spatial needs assessment is completed.

SITE ANALYSIS

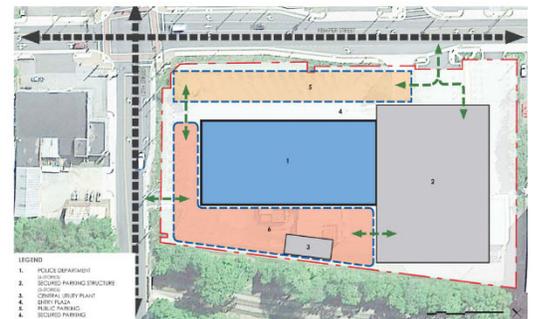
We understand the city is planning to use the current police headquarters site located at 300 West Atlantic Avenue. Our team's civil engineer, Jason Webber, PE, with Kimley-Horn, has reviewed the preliminary site and will obtain existing aerial photographs, city maps, legal description, and surveys to assist in documenting the sizes and the locations of primary features, buildings, training props, paved areas, major landscape elements, easements, environmental jurisdictional limits, and other physical aspects of the potential site that could affect or impact the proposed development and future expansion of the police department headquarters and parking garage. The team will obtain documentation through the city's land development ordinance relative to codes and / or development requirements including criteria relative to the buildable area, height limitations, buffer zones parking requirements, provision of utilities, stormwater retention and disposal, environmental issues, soil contamination, landscape requirements, setbacks, and similar factors which may potentially impact expansion capability and land usage.

Simultaneously during this phase, our team's Geotechnical Engineer, TSF Geo, will review the site plan with city / county maps, USGS Map , USC Soil Survey, and aerial photos to identify possible unsuitable soils, illegal dumping, and other potential areas of concern/interest. TSF Geo will conduct a site visit / reconnaissance to determine site accessibility, if site clearing is necessary, presence of overhead power lines for vertical clearance, and MOT needs. They will then issue those preliminary findings into a report that includes a Soil Management Plan. This plan will be reviewed by a senior QA/QC member of the team prior to issuing a final report to the city and design team.

MASTER PLANNING

Our team will work with the city to create the conceptual site plans for the new building on campus. Drafts will be sent to project stakeholders to review and approve. The final site master plan will include all buildings' features. The graphic to the right is an example of the master planning process from another public safety project ADG worked on. The master plan will include:

- Proposed land utilization / zoning
- Location and general configuration of current need of the building as well as site elements
- Areas of potential expansion for future needs
- Location of vehicle access and egress, both staff and public
- Vehicle parking areas for the secured and public access areas
- Site circulation with at least two egress points for staff
- Natural vegetation area designed for storm-water retention / detention
- Environmentally-sensitive areas
- Utility access and distribution
- Site security
- Ability to apply principles of Crime Prevention Through Environmental Design (CPTED) standards



OPERATIONAL ADJACENCY DIAGRAMS

As each square foot has a dollar amount tied to it, one of our team's greatest abilities is to program a building to maximize operational efficiency. Operational adjacency studies are a critical part of developing the full program and design documents in this phase. During this task, our team can create detailed internal division adjacencies, overall building adjacencies, and site adjacencies. This allows staff to visualize the layout to ensure the coordinating departments are located next to each other for the most efficient workflow possible.

CONCEPTUAL DESIGN

At this point of design, our team's concept plan will be further detailed into sketches. This will include site plan refinements showing setbacks, parking and access / egress requirements, block diagrams / floor plans, 3-D massing diagrams, building elevations, and renderings. Our team will conduct an interactive design meeting which will include the planning / design team, city's project manager, members of the police department, planning, and project stakeholders. The premise of this meeting will be to obtain consensus and agreement on the conceptual site plan, conceptual floor plans, building elevations, and renderings. After feedback from the design meeting, our team will prepare revised drawings illustrative of the proposed solution for the new police headquarters and municipal parking garage.

EXHIBIT "E"
Detailed Project Approach from Proposal
Delray Beach Police Department Headquarters
Delray Beach, Florida
ADG Project No. 1125-1.21
July 28, 2025
Page 3

MASTER PLANNING AND CONCEPTUAL DESIGN REVIEW MEETING

Our team will conduct an interactive design meeting to review the proposed master plan and conceptual design drawings. This meeting will include the design team, city's project manager, members of the police department, planning, city management, as well as project stakeholders, and if deemed appropriate by the city, interested citizens and / or community groups. The premise of this meeting will be to obtain consensus and agreement on conceptual site plans, conceptual floor plans, building elevations, and renderings. After feedback from the design meeting, our team will prepare revised drawings illustrative of the proposed solution and surrounding developments.



PHASE I: DESIGN + CONSTRUCTION PHASES

MAINTENANCE CONSIDERATIONS

At the onset of design, our team will meet with the city's facilities and maintenance staff to review their policies and current systems they are using. Their local knowledge of system preferences will be invaluable during the process. At the end of construction, we will develop a final record of drawings identifying maintenance, as well as warranty manuals to give to the city.

SCHEMATIC DESIGN

During this phase, design sessions will be conducted to refine design options, which will provide improved facility design and cost savings. The schematic plans for the new police headquarters and municipal parking garage will be developed to establish the best possible organization for the structures. This will take into consideration the ideal operational adjacencies for the efficient functionality of the departments within the building. In addition, engineering systems and concepts for the building systems will be evaluated. During the on-site session, our team will provide value management and constructibility reviews. At the end of the schematic design phase, an independent cost estimate will be prepared for each of the phases and alternatives. We will work with the city to address the priorities of the departments and project budget constraints to determine an appropriately balanced solution. At the end of SD's, our team will prepare and submit a final draft of this report for review, leading review meetings with the city to review and discuss any comments, address all comments received to the satisfaction of the city, and revise the draft report / resubmit as a final report.

CMAR SELECTION / UNIFIED TEAM APPROACH

We understand the city has selected a Construction Manager at Risk (CMAR) construction delivery method for this project. Typically during schematic design, the city will hire the CMAR firm. Once selection is completed, the design team and CMAR will meet to review project goals and objectives, and review the entire process in order to create a collaborative environment. We will rely heavily on the CMAR's pre-construction team to do early take-offs to ensure the project stays on budget. With the cost of construction on the rise, we will also review the initial schematic design with them and work together to select materials and building systems that fit the project budget.

ADG's experience with the CMAR delivery system includes over 130 law enforcement and municipal projects in the last 20 years. Our team members have successfully completed CMAR projects with South Florida construction manger companies and are well versed in creating a collaborative environment. Additionally, with the team's experience working with this process, will enable the project to be delivered on time, within budget, and with a superior level of construction quality and attention to detail.



EXHIBIT "E"
Detailed Project Approach from Proposal
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DESIGN DEVELOPMENT

During the design development phase the building materials, systems, and enhanced functional responses are refined. The design process integrates the design team, CMAR, and city stakeholder's input responding to environmental and survivability issues, life-cycle cost issues, security issues, and budget considerations. The design approach, preliminary architectural, structural, electrical, and mechanical concepts are developed to a level of detail that allows for independent, detailed cost estimating prior to initiating construction documents. The following items are concluded at this design phase:

- Perimeter surveillance (site and building)
- Central energy plant protective systems
- Secured staff parking areas
- Specialized equipment / storage areas
- Blind areas around site and buildings
- Interior entrances into secure zones of the building
- Site ingress / egress points
- Gated access points
- All building entrance points

Our team will also implement our responsive security technology approach. This approach is defined as the review and application of all available and emerging systems to secure public safety facilities. Some of the highly secured areas that are accommodated by these systems include:

- Selection of systems, materials, and equipment for program response and sustainable design goals
- Preparation of initial design details
- Forecast of potential energy performance, life-cycle cost, and architectural quality of design relative to the previously determined project goals
- Thorough documentation of architectural, electrical, and mechanical systems
- Adjustment of the design as necessary to achieve project goals and cost targets

CONSTRUCTION DOCUMENTS

The initial task of the construction documents phase is the preparation of drawings and specifications necessary for building and site construction. This followed by a review by the city's project manager, the facility stakeholders, CMAR, and the design team at the 60% and 90% complete phases culminating into submittals for all required permits. The plans will integrate completely the unique response to project goals and targets, and will incorporate the changes required after thorough review to keep the project in budget, on schedule and to meet the user's project goals. Construction cost estimates will be made at the 60% completion of construction documents phase, and all plans and budgets will be reviewed by county stakeholders.

For the 95% DeSoto bidding document set, we noticed how well-done the set is; in our opinion, this is a high-quality set. We noticed the documents "read well" and are easier to understand than others due to the nomenclature systems and graphics used. Also, details included are advanced and there are very few missing. This is across the board for all design disciplines. In short, the information is great and this translates to a better understanding of the planned scope of work by estimators, consultants, contractors, and others allied to the field.

John Coakley, CPE, LEED AP
CCM Construction Services

Our team will work hand-in-hand with the city's selected Construction Manager at Risk (CMAR), to ensure a smooth transition throughout design and construction. Specific to this phase of bidding, after the approval of the 90% construction documents, the selected CMAR begins managing the bidding process. The CMAR will advertise the prime bid packages, distribute documents, coordinate pre-bid conferences and the bid opening, and evaluate the bids. The design team will be available to answer questions and to prepare bulletins / addenda required by CMAR throughout the bidding procedure.

CONSTRUCTION ADMINISTRATION

In conjunction with the selected CMAR, our team will observe construction activity for compliance with the contract document's design intent. Written reports and progress photos will be filed following each site visit. Shop drawing review, color selections, interpretations of the documents, and material compliance are typical services of significant importance to the project's success.

Twice-monthly progress meetings will be held with the selected CMAR and the city. Minutes of all meetings will be prepared and distributed. Applications for payment will be reviewed and compared with the actual construction progress. We are continually available for special on-site meetings and will review construction progress throughout this phase assisting the city with any potential claims for cost and time extension submittals by subcontractors. We will also prepare and submit proposed construction change orders as required. Upon completion of construction, a substantial completion inspection will be conducted and a punch list developed for the project. Upon notification of punch list completion, a final inspection will be conducted. Our team will review the final pay request and recommend the amount of final payment. We will, at the completion of the work, assist in the development of final record drawings and issue maintenance, as well as warranty manuals.



EXHIBIT "E"

**Detailed Project Approach from Proposal
Delray Beach Police Department Headquarters
Delray Beach, Florida
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FACILITY TRANSITION AND CUT-OVER SERVICES

This project presents a unique challenge of designing and constructing the new police headquarters and a municipal parking garage on an active campus; of which ADG has extensive experience with. There is an art to achieving this result which involves experience and ingenuity. When unforeseen issues arise, the key is to have the ability to resolve the issue, given the existing building conditions, and to thoroughly think through the best options. Our team has over five decades of experience in this highly specialized project type.

The greatest challenge we face with working on an active site is the construction phasing and move management. To assist in the transition to the new building, our team will create a detailed plan for building turnover. We will work together with the city and police department from project initiation through cut-over to the newly constructed facility and its systems. The best practices for these types of facilities are to have soft starts for the facility first, before actual operations occur live. Specific systems and operation characteristics should be online and functioning at least one month prior to system operations starting their process. The key to these successful transitions are as follows:

- Completed responsibility matrix. This document will define who is responsible for each system and the budget it falls under.
- Detailed coordination of service provider connectivity to the new building.
- Coordination of connectivity from the existing facility to the new building.
- Detailed documentation of all new equipment located in the interior and exterior of the facility. These items will be detailed in the design documents.
- A move management plan will be developed for a phased approach to transition staff to the new building. This will include a detailed assessment of all shifts to ensure staffing levels meet the needed criteria.
- Commissioning of all systems prior to online activation.
- As part of our post occupancy services, our team will assist city personnel with the building turn over including the scheduling of training sessions for all staff on the new equipment/systems. We will provide operation manuals to help staff understand, operate, and control new building systems.

Our experience has shown that a phased approach to bringing the new facility on-line provides the best results. During this phase-in process, we anticipate that facilities / maintenance and security groups will be operational prior to the police headquarters becoming fully functional. Many of our facilities have followed this approach, which has provided a record of success for all who adhered to these protocols for their transition.

WARRANTY REVIEW

An important final step in the process will be for us to conduct a warranty walk through with the city and CMAR 11 months post construction. We will document any deficiencies and assist with corrective actions while the project is still under warranty. This will allow the city to submit any final requests before the warranty period expires.



EXHIBIT F
Subconsultant Contracts



AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING
BOCA RATON / STUART / KEY WEST

July 28, 2025

Via E-Mail: rodneym@adgusa.org

Mr. Rodney McManus
Architects Design Group

Re: *Delray Beach Police Department*

Dear Mr. McManus:

In accord with your request, the following proposal for professional land surveying services is submitted for your consideration.

Boundary Survey in accord with Standard of Practice as set forth in Chapter 5J-17 FAC pursuant to Section 472.027 Florida Statutes

- Recover or reset exterior boundary corners.
- Locate any interior improvements.
- Locate evidence of above ground utilities and those additional underground utilities as supplied by underground consultant.
- Delineate all platted easements together with all plottable easements from current title commitment if supplied by client prior to completion of survey.
- Research FEMA flood zone and note on survey.
- Calculate square footage of property.
- Certify survey to all parties concerned.

Topographic Survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes

- Establish on-site benchmarks based upon NAVD 88 Datum.
- Obtain finish floor on buildings.
- Obtain spot elevations on points of location and on an approximate 25' grid with high and low points extending to the centerline of adjacent streets.
- Locate specimen trees 4" diameter and larger, providing common name, diameter and position of trees. The location of shrubbery and landscaping will not be included.

Note: Duet o the congested parking, surveyor may need access to the interior of the property on weekends.

<i>Fees:</i>	<i>Professional land surveyor</i>	<i>10 hours at \$234.50/hour</i>	<i>\$ 2,345</i>
	<i>Senior CAD technician</i>	<i>40 hours at \$133.50/hour</i>	<i>\$ 5,340</i>
	<i>Survey field crew</i>	<i>70 hours at \$165/hour</i>	<i>\$11,550</i>
	<i>Office support</i>	<i>2 hours at \$75/hour</i>	<i>\$ 150</i>
	<i>GPRS</i>		<i>\$ 4,400</i>
<i>Total:</i>			<i>\$23,785</i>

A certified PDF file and a CAD file will be supplied upon completion. We will provide up to 4 signed and sealed copies, if requested.

General Conditions:

1. *All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 10 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 45 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Avirom & Associates, Inc. at all pre-litigation, trial, and appellate levels relating to any dispute arising from this agreement or any efforts to collect any past due obligation of the undersigned pursuant hereto.*
2. *Upon any invoice becoming delinquent, Avirom & Associates, Inc. may:*
 - a. *Deem this agreement terminated. Avirom & Associates, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or*
 - b. *Withhold all work product of Avirom & Associates, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.*

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Avirom & Associates, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Avirom & Associates, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the project.
3. *Prices quoted are valid within 90 days from the date of this proposal.*
4. *Electronic data files (CAD files), if furnished by Avirom & Associates, Inc. in connection with this project, are instruments of service. All original instruments of service shall be retained by Avirom & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent.*

5. *Copies in excess of four prints, colored prints, Federal Express, deliveries and out-of-pocket expenses will be charged to client at cost. Additional prints will be charged at \$5.00 per print and colored prints will be charged at \$10.00 per print.*
6. *Revising survey for attorney/lender comments, revised title policies and re-certifications after delivery of survey will be based on our current hourly rates.*
7. *Revisions to survey requested by governmental agencies that are more stringent than Standards of Practice as set forth in Chapter 5L-17.05 FAC pursuant to Section 472.027 Florida Statutes or Chapter 177 of Florida Statutes will be an additional expense to client based on our current hourly rates.*

Should you have any questions or comments, please contact me.

Respectfully,



Michael J. Avirom, P.S.M.

/js

These Conditions Are Acceptable and I Hereby Authorize You To Proceed

_____	_____	_____
Authorized Signature	Print Name	Date
Architects Design Group		

Billing Address: _____

Accounts Payable E-Mail Address: _____

		Avirom & Associates, Inc.					Subconsultants			
		PLS	Survey Crew	Sr. CAD Tech	Admiin Support	Total Hours	Total Prime Consultant Estimated Cost	GPRS	Estimated Fee	Total Estimated Cost
Hourly Billing Rate		\$ 234.50	\$ 165.00	\$ 133.50	\$ 75.00					
Task No.	Task Name	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours					
1.0	Boundary & Topographic survey per attached scope	10	70	40	2	122	\$ 19,385.00	\$ 4,400.00		\$ 23,785.00
	Total Hours	10	70	40	2	122				
	Subtotal Estimated Cost	\$ 2,345.00	\$ 11,550.00	\$ 5,340.00	\$ 150.00		\$ 19,385.00	\$ 4,400.00	\$ -	\$ 23,785.00

PROPOSAL MEMORANDUM (P-25301)R1

DATE: JULY 8, 2025 REVISED 07/28/2025
TO: MR. RODNEY MCMANUS | ADG
FROM: JOEL R. MIDDLEBROOKS, P.E.
RE: DELRAY BEACH POLICE HQ PRE-DESIGN SERVICES |
 DELRAY BEACH, FL

Please find below our understanding of the above-referenced project, proposed fee and associated scope of work.

- Provide Pre—Design Services consisting of preparation of structural narrative for new three-story Police Headquarters facility, and adjacent three-level Pre-cast concrete parking garage. Prepare overall fee matrix for project through construction phase.
- Based upon the information supplied to, and reviewed by, our office, BBM's **proposed fee** shall be Three Thousand Nine Hundred Ninety Six Dollars and No Cents (\$3,996).

BBM reserves the right to modify this proposal if additional information received after submission of proposal indicates a project scope that is different from original assumption(s).

Please review **scope of services** above and advise our office of any changes needed or requested.

Please note: All fees quoted herein are based upon the noted project and associated scope of services. BBM utilizes and follows the "Standard of Care" and "Standards of Practice" as is widely accepted in our profession and endorsed by American Concrete Institute (ACI), American Iron and Steel Institute (AISI), American Institute of Steel Construction (AISC), American Society of Civil Engineers (ASCE), among others, when preparing all of the project's construction documents. This includes certain aspects of the project which will be delegated to a Specialty Engineer. If there are any questions as to the extent of BBM's intended efforts or scope, please provide a written inquiry for our response prior to the project starting so that we may clarify our efforts and / or scope accordingly.

- Specifically **excluded** from our proposal are the following:
 - Cost estimating services..
- **Additional services** may consist of the following:
 - Any major changes after commencement of the Construction Documents, changes in Program Requirements, or increases in the scope of work.
 - Any work relating to excluded items.
 - Compensation for additional services shall be hourly or lump sum based on the following standard billing rates:



Principal	\$235.00
Associate	\$215.00
Project Manager	\$193.00
Senior Project Engineer	\$180.00
Project Engineer	\$160.00
Sr. BIM Technician	\$134.00
BIM Technician	\$124.00
Construction Admin. / Inspector	\$145.00
Clerical	\$72.00

This proposal letter, when signed, shall serve as a temporary agreement for the outlined scope of services until such time as a contract between BBM Structural Engineers, Inc. and your firm may be executed by both parties. In the instance that no contract is issued and executed, this proposal letter shall become a permanent, binding agreement between our respective firms.

If you have any questions or concerns about this proposal, notify our office immediately. If no correspondence is received to the contrary within five (5) business days of the date shown on this proposal, and BBM begins work at your authorization, the scope of this proposal and the stated fee(s), whether signed or not, shall become binding.

Should you find this proposal acceptable, please indicate so below with your signature and return to us (via email to kpetersen@bbmstructural.com).

Thank you for considering BBM Structural Engineers, Inc.

“Pursuant to Section 558.0035 of the Florida Statutes, BBM Structural Engineers, Inc. is the responsible party for the professional services, including all drawings, details and calculations provided under this agreement. No individual professional, employee, agent, associate, officer or principal may be held individually liable for negligence of any sort arising out of this contractual agreement.”

PROPOSAL REVIEWED, APPROVED AND ACCEPTED BY:

_____ (Signature)

_____ (Date)

Mr. Rodney McManus _____ (Printed Name)

ADG Architects Design Group _____

Your job # to reference on invoice (if applicable)



June 13, 2025 (Revised June 24, 2025)

Mr. Ian Reeves, President
Architects Design Group, Inc.
333 N Knowles Ave
Winter Park, FL 32789

**RE: Delray Beach Police Department Headquarters
Phase 1 Predesign Services Proposal**

Dear Mr. Reeves,

Thank you for the opportunity to be a part of your team on the development of this project. Kimley-Horn and Associates, Inc. (hereinafter referred to as “Kimley-Horn” or the “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to **Architects Design Group, Inc.** (the “Client” or “Architect”) for Phase 1 Predesign Services associated with the Delray Beach Police Department Headquarters project (the “Project”) for the City of Delray Beach (“Owner” or “City”). Our project understanding, scope of services, and fees are below.

PROJECT UNDERSTANDING

The Overall Project consists of the construction of a new Police Department Headquarters (PD HQ) building on the site of the existing PD HQ located at 300 W Atlantic Ave, Delray Beach, FL 33444 in Palm Beach County, Florida. The City has proposed to undertake a phased construction and demolition project for the new approximately 110,000 GSF police department headquarters building, a multi-level parking structure with approximately 365 spaces, improvements to pedestrian sidewalks and walking paths, creation of outdoor plazas and gathering spaces around the proposed improvements, and the required infrastructure to support the Project as outlined in RFQ No. 2025-009. The Project is anticipated to have a total budget of \$100 million with a construction cost of approximately \$80-85 million, per the RFQ. The existing PD HQ must remain operational throughout the project construction and demolition of the existing PD HQ building(s) will occur after occupancy of the new PD HQ.

The initial portion of the project covered in this scope and fee is for the Phase 1 Predesign Services, limited to the civil engineering limited site feasibility and due diligence review for the Project. Other services can be provided by Kimley-Horn as Additional Services or will be provided by others.

ASSUMPTIONS

Kimley-Horn has prepared the following scope and fee based on the following assumptions:

- The following scope of work is based on information provided to Kimley-Horn by the City in RFQ No. 2025-009 and discussions with the Client on June 10, 2025.
- If significant modifications are made to the site plan during plan preparation or significant modifications are required as a result of completing plan production and permit submittals concurrently, Additional Services will be required.

- Survey, utility locations, and other such information will be provided in a subsequent phase and provided by others. The Client and City acknowledge that this scope is being provided without the benefit of a current survey.
- All site contamination issues, groundwater contamination, and monitoring are the responsibility of the Owner. Environmental work, such as Phase I or Phase II Environmental Site Assessments and Natural Resource Assessments, species specific surveys, species permitting, species relocation services, wetland delineation, wetland permitting, landfill, and contamination are not included and, if needed, will require Additional Services.
- The predesign phase of the project is anticipated to be up to three (3) months. If the project phase is longer than the above assumption, Additional Services may be required.
- Kimley-Horn shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle Kimley-Horn to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance Kimley-Horn's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

SCOPE OF SERVICES

Task 001 – Limited Due Diligence

Kimley-Horn will perform a limited site feasibility and due diligence review consisting of the civil engineering and landscape architecture tasks specifically stated below. The analysis will be limited to the research practical given the scope, budget, and schedule. Kimley-Horn will review any readily available documents in order to obtain the information below:

- | | |
|--|---|
| <ul style="list-style-type: none"> ● General Site Information <ul style="list-style-type: none"> ■ Location Map ■ Property Appraiser's Map ■ FEMA FIRM Panel ■ Aerial Map ● Existing Site Physical Conditions <ul style="list-style-type: none"> ■ Site Photo Log ● Roadway Information <ul style="list-style-type: none"> ■ Request for information from Palm Beach County and FDOT for | <ul style="list-style-type: none"> Atlantic Avenue right-of-way (ROW) requirements and if ROW donation will be required ● Preliminary List of Jurisdictional Agency Permits Required ● Utility Information <ul style="list-style-type: none"> ■ Water Atlas (from City) ■ Sewer Atlas (from City) ■ Franchise Utility Information Requests |
|--|---|

- Stormwater Information and Requirements
 - Existing SFWMD permit summary
 - Prelim. stormwater management design requirements (including new code requirements)
- Landscaping and Screening Requirements
 - Buffer planting requirements
 - Vehicular Use Area (VUA) planting requirements
 - Screening requirements for adjacent properties
- Screening requirements for equipment and on-site features
- Approved Plant Lists (if available)
- Zoning Information and Requirements
 - Current Site Plan (from City)
 - Zoning Map
 - Overlay Districts
 - Future Land Use Map
 - Summary of Zoning Criteria
 - Building Setbacks
 - Required Landscape Buffers
 - Building Height
 - Parking Requirements (vehicular and bicycle)

Kimley-Horn will prepare a narrative for the Civil Engineering and Landscape Architecture items above to the Client based on its knowledge at the completion of this phase. Kimley-Horn will provide one (1) electronic copy in PDF format of the narrative for the Client's use. The Client may use this narrative as part of its due diligence, but this narrative should not be used as the sole basis for the Client's decision making.

Task 002 – Conceptual Site Plan Assistance

Kimley-Horn will review up to three (3) conceptual site plans provided by the Client concerning the site. Kimley-Horn will utilize the information obtained in the Task above. As survey is not anticipated to be completed in this phase, the property boundary will be based upon readily available GIS parcel data and will utilize the latest available aerial imagery as a background. The concept plan is anticipated to consist of the proposed building footprint, parking structure footprint, parking and access layout, sidewalks and plaza general locations, and approximate locations of any stormwater management facilities and significant above-ground utility locations (i.e. electric transformers, swales). The conceptual site plan will show required setbacks, landscape buffers, and other major zoning requirements.

Task 130 – Franchise Utility Coordination

Kimley-Horn will request information from the various franchise utilities (typically consisting of Florida Power & Light, AT&T, Comcast, gas, water/sewer provider, and others) to obtain their readily available as-builts or design plans for existing facilities. Kimley-Horn will request the following from each of the franchise utility companies, as needed:

- Specific contact person for this project
- Design and construction process confirmation
- As-builts and/or design plans for existing facilities
- Easement requirements

Kimley-Horn will review the information provided by the franchise utilities, evaluate potential conflicts or extensions required to serve the project, and provide information to the Client and the City. Kimley-

Horn will provide coordination for this task up to twelve (12) person hours. Kimley-Horn cannot guarantee responsiveness by any utility company or the accuracy of the information provided.

Task 150 – Meetings / Conference Calls

Kimley-Horn will prepare for and attend in-person meetings, conference calls, and video calls associated with the project. The meetings are anticipated to be held for pre-application meetings, meetings with Client and/or City staff, and other meetings associated with this phase of the project.

Kimley-Horn will attend up to twenty-one (21) person-hours of meetings and conference calls to support the project. Meeting attendance beyond the above limit will require Additional Services.

ADDITIONAL SERVICES

Any items not specifically identified in the tasks above are considered additional services and can be provided on an hourly basis upon approval by the Client or as a separate scope of work. Possible Additional Services can consist of:

- Additional landscape architectural review, tree disposition evaluation, and proposed planting plans
- PublicCoordinate or other such public engagement technology solutions

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Owner, the Client, or the Client's Consultants or Representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to the Project site
- Geotechnical report with pavement section recommendations, soil borings, exfiltration tests, Double Ring Infiltrometer (DRI) percolation tests, and other applicable information – *prior to start of the plans*
- Title work for the Project area – *prior to completion of the survey*
- Boundary and topographic survey – *if provided during this phase*
- Utility locations and test holes – *if provided during this phase*
- Proposed conceptual site plan (AutoCAD and PDF) – *prior to completion of the evaluation*

FEE AND BILLING

Kimley-Horn will perform the services below noted as “Lump Sum” for the labor fees below. Individual task amounts are informational only. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Direct reimbursable expenses are not expected to be required for this phase and are specifically excluded from this scope of services.

Payment will be due within twenty-five (25) days of the Client’s receipt of the invoice and should include the invoice number and Kimley-Horn project number.

BASE SCOPE OF SERVICES	FEE (FEE TYPE)
Task 001 – Limited Due Diligence	\$6,000 (Lump Sum)
Task 002 – Conceptual Site Plan	\$5,505 (Lump Sum)
Task 130 – Franchise Utility Coordination	\$1,750 (Lump Sum)
Task 150 – Meetings / Conference Calls	\$5,495 (Lump Sum)
TOTAL	\$18,750 (Lump Sum)

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **Architects Design Group, Inc.**

To proceed with the services, please have an authorized person execute this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate this opportunity to provide these services to you. Please contact us at (561) 404-7250 if you have any questions.

Sincerely,
Kimley-Horn and Associates, Inc.



Jason Webber, P.E.
Vice President



Mariana Lopez-Ramirez, E.I.
Civil Analyst

Architects Design Group, Inc.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Hourly Estimate
Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words “in full satisfaction” or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn’s deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client’s sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys’ fees, resulting therefrom. Kimley-Horn’s electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client’s sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates (“Intellectual Property”) in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn’s services include providing Client with access to or a license for Kimley-Horn’s (or its affiliates’) proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> (“the License Agreement”) which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn’s services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days’ written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn’s services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn’s performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn’s officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys’ fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-

Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- (20) **PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**



June 11, 2025

Architects Design Group
333 North Knowles Avenue
Winter Park, FL 32789
Attn: Mr. Rodney McManus, LEED AP, Senior Vice President

**RE: Preliminary Geotechnical Investigation
Proposed Delray Beach PD
Delray Beach, Florida
TSFGEO Proposal No. 2506-345**

Dear Rodney:

Per your request, **TIERRA SOUTH FLORIDA, Inc. (TSFGEO)** is pleased to submit this proposal for providing preliminary geotechnical services for the proposed Delray Beach PD Headquarters and Parking Garage. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROJECT INFORMATION

We understand the proposed construction will include a 3-story office building and 3-story parking garage. Detailed loading information is not available currently.

PROPOSED SCOPE OF WORK

To preliminary explore the subsurface condition, we propose to perform three (3) Standard Penetration Borings to a depth of 40 to 50 feet below existing grade.

It is our understanding that the field work will be performed in the daytime and site access will be coordinated by the Client prior to our mobilization.

Boring locations will be located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, TSFGEO will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities.

Our proposal assumes that utility lines will be located in the field by others prior to mobilization of the drill rig, if the Florida 811 Utility System does not clear the site. TSFGEO will recommend a utility line locating service upon request.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the information noted below in Table 2.

Table 2 – Report to Include	
Technical Area	Description of Report Items
General	<ul style="list-style-type: none"> - Summary of USDA Soil Information for the project area - Soil Profiles - Boring Location Plan - Results and Summary data for Laboratory Testing
Preliminary Foundations recommendation	<ul style="list-style-type: none"> - Recommendations for Shallow/Deep Foundation Bearing Capacity - Estimate of settlement and differential settlement - Discussion of issues that may affect the foundations. - Details for Compaction
Slabs	<ul style="list-style-type: none"> - Subgrade Modulus - Details for Compaction

ESTIMATE FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit fee basis with a total fee of **\$14,478.16**.

FIELD INVESTIGATION

Mobilization of Men and Equipment						
Mudbug/Track-Mounted Equipment	LS	1	\$	450.00	\$	450.00
Support Truck	Day	2	\$	200.00	\$	400.00
Standard Penetration Test Borings (By Truck-Mounted Equipment)						
Land: 0 - 50 ft depth	L.F.	130	\$	16.00	\$	2,080.00
Land 51-100 ft depth	L.F.	0	\$	20.00	\$	0.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)						
Land: 0 - 50 ft depth	L.F.	130	\$	8.00	\$	1,040.00
Land 51-100 ft depth	L.F.	0	\$	10.00	\$	0.00
Casing (By Truck-Mounted Equipment)						
Land: 0 - 50 ft depth	L.F.	130	\$	10.00	\$	1,300.00
Land 51-100 ft depth	L.F.	0	\$	14.00	\$	0.00
Boring Layout and Coordination	Hour	8	\$	95.00	\$	760.00
Auger Borings	L.F.	0	\$	12.00	\$	0.00
Borehole Permeability	Each	0	\$	450.00	\$	0.00

LABORATORY TESTING

Natural Moisture Content Tests	Test	3	\$	10.00	\$	30.00
Grain-Size Analysis - Full Gradation	Test	3	\$	65.00	\$	195.00
Organic Content Tests	Test	2	\$	50.00	\$	100.00
Atterberg Limit Tests	Test	0	\$	85.00	\$	0.00
Limerock Bearing Ratio	Test	0	\$	450.00	\$	0.00
Corrosion Series Tests	Test	0	\$	195.00	\$	0.00

ENGINEERING/COORDINATION/MANAGEMENT

Principal Engineer	Hour	2	\$	274.05	\$	548.10
Sr. Geotechnical Engineer	Hour	10	\$	245.19	\$	2,451.90
Project Engineer	Hour	18	\$	237.99	\$	4,283.82
CADD/Sr Tech	Hour	6	\$	139.89	\$	839.34
					\$	14,478.16

Our fee covers the work needed to present our findings and preliminary recommendations in a formal report, as described above. A detailed geotechnical study will be required once the final building location is selected. Also not included are reviews of foundation drawings, preparation of construction specifications, special conferences, and any other work requested after the submittal of our report.

SCHEDULE AND AUTHORIZATION

TSGGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take 2 days to complete, weather permitting. The written report can generally be submitted within three weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSGGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,
TSGGeo


Ramakumar Vedula, P.E.
Principal Engineer


Raj Krishnasamy, P.E.
President

Attachments: General Conditions

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

Delray Beach PD
TSFGeo Proposal No. 2506-345
Page 4

TSFGeo's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

July 8, 2025

ENGINEERING FEE PROPOSAL

To: Rodney McManus, LEED AP
Senior Vice President
Director of Operations

From: Kyle J. Cartier, P.E.

Reference: City of Delray Beach Police Department Headquarters
Delray Beach, Florida

Subject: MEP Pre-Design Services Fee Proposal

Background

- 1) ADG, the Client, will engage Salas O'Brien Florida, Inc., the Engineer and Design Professional, to provide professional engineering design services as outlined below.

Scope of Work

- 1) The City of Delray Beach, Florida intends to design and construct a new Police Department Headquarters Building to house the growing police force needed to keep up with the growing City population.
- 2) The first step in the process of determining the size and components of the new Building is the development of a Space Needs Assessment (SNA) that addresses the requirements of the Department.
- 3) Along with the SNA is the need for an MEP buildings systems narrative that describes the intended MEP related building systems associated with the project.
- 4) The MEP narrative can be used by an interested party, such as a cost estimator or a general contractor, in creating a budget price for the new facility.

Scope of Services

- 1) Participation in virtual teleconferences as needed for narrative coordination.
- 2) Creation of a MEP narrative that describes the anticipated MEP related systems to support the new facility and MEP related items associated with the site.
- 3) The narrative will include anticipated design criteria to be used for the design, anticipated capacities and sizes of systems such as the HVAC system, electrical service and distribution, fire pump (if required), and generator.
- 4) The narrative will include a description of each building system (HVAC, power, plumbing, fire protection, fire alarm), intended sizes and capacities of equipment that make up the systems, materials of construction, and will include space needs within the building and on the site for MEP related systems.
- 5) A Word document will be prepared that can be integrated into the architectural SNA to compliment and complete the final document.

Basis of Compensation

- 1) For basic services as defined above:
 - a) Preparation of MEP Building Systems Narrative \$7,000

- Total Fee \$7,000

- 2) Expenses for travel, meals, plotting, printing, shipping and delivery are included in the fee listed above.
- 3) The following list of optional additional services, as defined below, are not included within this scope and fee. If any of the items below are desired, the client may request a lump sum fee proposal or authorize the work to proceed with compensation based on the actual hours required billed at the Engineer’s current published hourly rates.
- 4) Hourly Rate Schedule

Chief Engineer	\$300.00
Principal	\$240.00
Project Manager.....	\$240.00
Senior Electrical Engineer	\$170.00
Senior Mechanical Engineer	\$170.00
Senior Engineering Technician.....	\$125.00
Electrical Engineer	\$110.00
Mechanical Engineer.....	\$110.00
Engineering Technician.....	\$80.00
CAD Technician	\$65.00
Clerical/Administrative.....	\$45.00

Optional Services Not Included

- 1) Meetings at the Client’s office or in-person meetings in Delray Beach to discuss the SNA and/or MEP related narrative.
- 2) Design of any kind associated with the facility HVAC, power (normal and emergency), lighting, plumbing, fire protection, fire alarm, or low voltage system conduits, junction boxes, or raceways.
- 3) Design any kind associated with the site.
- 4) Analysis of any kind associated with alternative systems such as lighting systems or air conditioning systems.
- 5) Preparation of any life cycle cost analysis of different MEP related systems for the facility.

Limitations and Exclusions

- 1) Structural analysis or commentary to accommodate mechanical and electrical systems need to be provided by others and is not included.
- 2) No cost estimating is to be provided.
- 3) If changes that affect the mechanical and electrical narrative occur within five working days of the intended submission, extension of the submission date will be required.
- 4) This scope and fee exclude any sustainable design certification (such as LEED or FGBC) write-up or narration of possible sustainable credits. Additional services will be required to support energy modeling and/or administrative support in obtaining any sustainable design certification.

Items to be furnished by the Client

- 1) Electronic drawing files of proposed building layouts in AutoCAD or Revit format.
- 2) Narrative template if a form and format are to be followed.

- 3) Designate a single point of contact for this project with the authority to transmit instruction, receive information, interpret and define policy and make decisions with respect to materials, systems and equipment relative to the consultant's services.

Terms & Conditions

- 1) Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice. Past due statements shall include interest from the date of invoice at a compound rate of one and one-half (1-1/2) percent per month.
- 2) Payments to the Engineer shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Engineer's compensation for any reason unless the Engineer has been found to be legally liable for such amounts.
- 3) If the Client does not engage the Engineer to provide Construction Administration services, then the Engineer shall not be responsible for components of the project, if any, for which shop drawings, product data, or samples are required; or for errors or omissions in the Construction Documents prepared by the Engineer which would have been discovered and corrected by the Engineer had the Engineer been engaged for Construction Administration services. The Client agrees to release the Engineer from and protect against all liability arising out of those matters stated in foregoing sentence to be outside the Engineer's responsibilities.
- 4) The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.
- 5) Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- 6) The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's work or services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain like requirements. Failure by the Client, and the Client's contractors or subcontractors to notify the Engineer, shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- 7) Either party may terminate this Agreement by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.
- 8) For services involving the renovation of or modification to existing structures including, but not limited to, the mechanical, electrical, and plumbing systems thereof, the Engineer will rely on his observation of readily observable existing conditions. Although the documented system components of the existing structure to be modified will be analyzed, the actual components

of the existing structure cannot be fully determined because the Engineer was not present during fabrication or construction. The Engineer will therefore make recommendations and designs which in the Engineer's opinion will meet the needs of the situation, commensurate with economic constraints, but for which the Engineer can make no assurances that unforeseen conditions which come to light may not require changes in the scope of services or in the design.

- 9) In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.
- 10) In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- 11) It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers, or directors to any person legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suite shall be directed and/or asserted only against the Design Professional, a Florida corporation, and not against any of the Engineer's employees, officers, or directors.
- 12) In recognition of the relative risks and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed the Engineer's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, or warranty.
- 13) The Client acknowledges the Engineer's Construction Documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to the Engineer. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising, or allegedly arising, out of any unauthorized reuse or modification of the Construction Documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the Engineer.
- 14) In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, or other Construction Documents, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use, or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and cost arising from the sole negligence or willful misconduct of the Engineer.
- 15) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising

prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

- 16) All legal actions by either party against the other arising out of, or in any way connected with the services to be performed, hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- 17) The signature of a duly authorized official of the Client may indicate acceptance of a proposal. One signed copy of a proposal returned to the Engineer will serve as an Agreement between the two parties and as a Notice to Proceed (unless indicated otherwise by the Client). This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

Client Acceptance Signature

Date

July 7, 2025

Rodney McManus
Vice President
Architects Design Group
333 N. Knowles Ave
Winter Park, FL 32789

**Re: City of Delray Beach New Police Department Headquarters
Professional Engineering Services Proposal**

Dear Rodney:

We look forward to working with the Architects Design Group (CLIENT) design team on this project. As we discussed, TLC Engineering Solutions, Inc. (TLC) proposes to provide Technology engineering services for the project, with proposed scope and fee as outlined below.

PROJECT SCOPE

We understand the project is to consist of a new police department headquarters building with associated parking garage located in Delray Beach, FL. TLC's proposal is based on information provided in email dated July 2 and the RFP issued by the City of Delray Beach (2025-009). We understand the project is for a new facility approximately 110,000 sf with a garage for approximately 365 spaces and has an estimated construction budget of approximately \$80-85 million. This proposal is for pre-design planning services only. Design and Construction Administration services are not included.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Communications/Technology Systems Engineering, including voice/data, audio/visual, and security systems

TLC anticipates submittals at the following design stages:

- Technology Pre-design Planning Narrative
- Technology Estimate of Probable Cost

Up to three (3) design review meetings are included in TLC's proposed work scope. All meetings are assumed to be virtual for this phase.

Design modifications may occur during the design and construction process, because it is impossible to foresee or anticipate every design issue until the design work is completed. Modifications can result in increases or decreases in actual construction cost. Therefore, it is

important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

It is our understanding that commissioning services will be provided by others and is not included in our scope.

CONSTRUCTION PHASE SERVICES

Construction Phase Services are not included in this proposal.

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2017 Edition –Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in ATTACHMENT B.

TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for the following fee structure plus reimbursable expenses at 1.0 times direct cost.

- Technology Pre-design Fee \$ 16,350

We propose to provide the above-described basic scope of services and/or Additional Services for an hourly rate per the TLC rate schedule shown in ATTACHMENT E.

Reimbursable expenses include all out-of-county, travel-related costs, (TLC's Miami office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within 15 days of receipt of payment from Owner. Use of credit card to pay TLC's fee above will increase the TLC fee by 3% to cover the service charge.

If this proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC Engineering Solutions, Inc. This authorization constitutes CLIENT's commitment to pay the fee and reimbursable expenses, and represents that approval has been received by CLIENT from the Owner. Alternatively, TLC can enter into a contract agreement with CLIENT using AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant. Please refer to ATTACHMENT D for Special Conditions to the Agreement.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING SOLUTIONS, INC.

ARCHITECTS DESIGN GROUP

Taw North, RCDD, LEED AP
Regional Director

By: _____

Print Name and Title

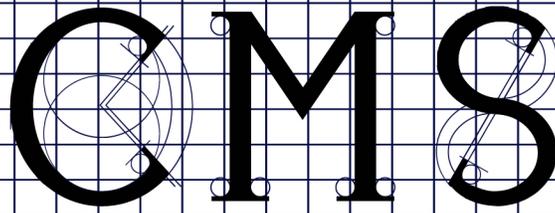
Date

ATTACHMENT A
INFORMATION TO BE FURNISHED BY THE CLIENT

1. Copy of Owner-Architect Agreement.
2. Draft and Final Space Needs Assessment reports in Excel format.
3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.

ATTACHMENT B
ADDITIONAL SERVICES

1. AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4.
2. Design services beyond the deliverables listed in this proposal.
3. Construction administration.



CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

Proposal

CMS-Construction Management Services, Inc.
11555 Heron Bay Blvd., Suite 204
Coral Springs, FL 33076

Contact: Wayne Birch
Phone: (954) 481-1611
Email: wbirch@cms-construction-services.com

Delray Police Department Headquarters

Proposal Date: **7/28/2025**

Proposal Valid Through: **12/28/2025**

Customer

Company: ADG
Project
Address: SW 1st & SW 4th Avenue, Delray Beach

Customer Contact

Contact: **Katy Nero**
Title: Vice President
Phone: 407-647-1706
Email: katyn@adgusa.org

CMS, Inc. is pleased to provide Professional Cost Estimating Services in response to your request. The estimate will conform to CSI Master Format Construction Cost Estimating and use local line-item construction costs. We will provide the services necessary to prepare cost estimates for the following items.

Scope of Basic Services: CMS will provide an Estimate of Probable Construction Costs for the Delray Police Department Headquarters referencing plans and scope of work provided by **ADG**.

Meetings and Revisions:

The scope includes one revision meeting to review and refine the estimate(s), incorporating all necessary adjustments. All items proposed for revision must be submitted concurrently during this meeting. Additional revisions or meetings beyond this scope may result in a change order request.

CMS

Phase 1 - Order of Magnitude			
<i>Title</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Project Manager	14	\$ 136.29	\$ 1,908.06
Senior Estimator	134	\$ 138.60	\$ 18,572.40
Total			\$ 20,480.46

Payment Terms

Payment terms are NET30

Thank you and we look forward to working with you. Should you agree to the above, please sign in the space provided below and return a copy to our office for processing.

CMS –Construction Management Services Inc.

By: 

Signature - Wayne Birch

Principal

Title

7/28/2025

Date

ADG

By: _____
Signature

Title

Date