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Meeting Notice

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the March 26, 2025, Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. February 26, 2025 – CRA Advisory Board Meeting
4. Public Comment
5. Overview of 2025 Growth Management Plan (GMP) Refresh – Paul Lewis, Chief Planning Manager
6. New Business
 - a. Contract between the City, CRA, and Baker Barrios Architects, Inc for Bob Carr Adaptive Reuse Project – Martin Hudson, Chief Urban Project Manager
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

Downtown Development Board/Community Redevelopment Agency Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave, P.O. Box 4990, Orlando, FL 32802
Phone: (407)-246-2555 www.downtownorlando.com

Memorandum

To Eugene Jones, Chairman
Kimberly Stewart, Vice Chair
Rachel Moalli
Steve Garrity
Doug Taylor
Kelly Martinez-Semrad, Orange County Commissioner

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date March 26, 2025

Subject Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, March 26, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the February 26, 2025, Community Redevelopment Agency Advisory Board Meeting.

Public Comment**Overview of 2025 Growth Management Plan (GMP) Refresh**

Paul Lewis, Chief Planning Manager

New Business**a. Contract between the City, CRA, and Baker Barrios Architects, Inc for Bob Carr Adaptive Reuse Project**

Martin Hudson, Chief Urban Project Manager

The City and its Community Redevelopment Agency (“CRA”) are embarking on an ambitious adaptive reuse project for the Bob Carr Theatre (“Project”) with the goal of transforming the building into a central hub for digital arts and technology. This vision aligns with the objectives of the City and the CRA for the Creative Village District and aims to breathe life back into this historical gem. This adaptive redevelopment Project is currently envisioned to cover the front two thirds of the existing Bob Carr Center footprint comprised of approximately 40,000 square feet.

This adaptive reuse Project for the Bob Carr Center and its design will include all needed exterior and interior improvements for the adaptive reuse, including but not limited to: exterior architectural design, interior architectural and layout design, engineering design services related to the improvements and reuse, as well as services for supporting technology, wiring, signage, wayfinding, lighting, landscaping, circulation, restrooms, vertical transportation, tenant improvements and interior buildout, as well as other improvements and renovations for the Project.

As part of this effort, the City released a Request for Qualification Statement (RQS) in November 2023 with submissions closing on January 24, 2024. The City’s RQS selection

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committee ranked Baker Barrios Architects, Inc. first and on April 22, 2024, City Council approved the ranking and authorized negotiations with the firm. The services contemplated in the Contract are for Phase I services at a not to exceed fee of \$1,013,233 and for Phase II services upon request of the City and CRA in a total not to exceed for Phase II services of \$3,805,473, for a combined not to exceed amount of \$4,818,706. Construction phase services and fees will be confirmed once the program and estimated construction cost from the schematic package is approved by the City and CRA.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the Contract between the City, CRA, and Baker Barrios Architects, Inc. for Architectural, Interior Design, Landscape Architecture, and Engineering services for the Bob Carr adaptive reuse project in a not to exceed amount of \$4,818,706 subject to review and approval of the City Attorney's Office, and authorize the Chief Procurement Officer to execute the Agreement.

Date of Next Meeting

- a. The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, April 23, 2025, at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

CONTRACT

THIS CONTRACT (“*Contract*”) is made and entered into this ____ day of _____, 20__ by and between the **City of Orlando, Florida**, a Florida municipal corporation (“**ORLANDO**”); and the **Community Redevelopment Agency of the City of Orlando**, an entity created pursuant to Part III of Chapter 163, Florida Statutes (“**CRA**”) (collectively, “**CITY**”) and **Baker Barrios Architects, Inc.**, a Florida corporation (“**ARCHITECT**”).

WHEREAS, the **CITY** intends to use the **ARCHITECT**'s professional architectural services as further described below, for the project known as the Bob Carr Adaptive Reuse Project (Project); and

WHEREAS, the **CITY** and the **ARCHITECT** now wish to enter into this Contract for the **ARCHITECT**'s services for the Project; and

WHEREAS, the **ARCHITECT** is willing and able to perform the architectural services for the **CITY** on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1 SCOPE OF SERVICES

It is the **CITY**'s expectation that the **ARCHITECT** shall be available to the **CITY** to provide professional services as requested for all phases of the Project, including but not limited to during preliminary design, final design, and construction of the Project. The scope of services for the initial phase of services for this Project, i.e. Phase I (Initial Services) has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as Exhibit I. Additionally, and subject to the conditions stated hereinbelow, the **ARCHITECT** may provide additional services, i.e. all or part of Phase II (Additional Services) for the **CITY** related to the Project (Initial Services and Additional Services hereinafter collectively referred to as Services). In the event that the **CITY** determines, after the completion of Phase I, not to proceed with the Project in any form, then the **CITY** shall give notice to **ARCHITECT**, **ARCHITECT**'s Services shall be deemed complete with the full performance of the Initial Services, and neither of the parties shall have any further obligations to the other hereunder. In the event that the **CITY** determines, after the completion of Phase I, to proceed with the Project but to modify or vary its intended use or mode of operating the Project facility, then the **CITY** and the **ARCHITECT** shall use their best efforts to negotiate in good faith, revise the scope of work for and cost of **ARCHITECT**'s Additional Services, and proceed to performance of the Additional Services for the revised Project. However, no portion of the foregoing conditions shall limit, restrict, or prohibit any of the parties from exercising any rights they may have under Sections 5.3, 5.8, 5.9, and Section 7. **ARCHITECT**'s Services shall include serving as the **CITY**'s professional architectural representative for the Project, and providing professional consultation and advice, by itself or with its Subconsultants.

The ARCHITECT shall perform any and all Project Services in a timely, efficient and cost-effective manner and in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

SECTION 2 FEE

The fee (Fee) for the Initial Services has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as reflected in Exhibit I. For the Phase 1 Initial Services rendered the CITY shall pay the ARCHITECT a not-to-exceed fee of One Million Thirteen Thousand Two Hundred Thirty Three Dollars and Zero Cents (\$1,013,233.00). For the remaining Phase 2 Additional Services rendered, but only following issuance of Notice to Proceed by the CITY with respect to Phase 2, the CITY shall pay the ARCHITECT a not-to-exceed fee of Three Million Eight Hundred And Five Thousand Four Hundred Seventy Three Dollars and Zero Cents (\$3,805,473.00), for a grand total fee not to exceed Four Million Eight Hundred and Eighteen Thousand Seven Hundred Six Dollars and Zero Cents (\$4,818,706.00). The ARCHITECT will invoice the CITY monthly, based upon the Services performed at the time of submission of the invoice, billed in accordance with the Fees set forth herein. Work performed by subconsultants on a lump sum basis shall be billed on a percentage of completion basis. The parties agree that any proposals or proposed agreements from subconsultants attached to this Contract as part of Exhibit I (Fee) are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this Contract, the CITY does not become a party thereto or bound by the terms thereof.

SECTION 3 TERM

Work performed for the Initial Services shall be performed in accordance with the schedule included with Exhibit I. Services for future Parts of the Project shall be completed in accordance with a schedule mutually agreed upon by the parties and included in the scope of services for such parts in an amendment to this Contract. Notwithstanding the preceding, unless extended by mutually written agreement of the parties, Phase I Services shall be completed by the end of business (5:00 p.m.) on the date five (5) months after the City's issuance of Notice to Proceed with Phase I; Phase II Services shall be completed by the end of business (5:00 p.m. on the date twenty-two (22) months after the City's issuance of Notice to Proceed with Phase II; but in any event, the term of this Contract and all work shall be completed by the end of business (5:00 p.m.) on December 31, 2027.

SECTION 4 CITY'S RESPONSIBILITIES

4.1. Information Pertinent to the Project

The CITY shall assist the ARCHITECT by placing at the ARCHITECT's disposal all available

information pertinent to the Project (including previous reports and any other data relative to design or construction of the Project), and the party providing the information shall advise the ARCHITECT as to what information, if any, that party believes to be accurate. The ARCHITECT is ultimately responsible for satisfying itself as to the accuracy of any information provided and, furthermore, the ARCHITECT is responsible for bringing to the providing party's attention, for its resolution, any material inconsistencies or errors in such information which come to the ARCHITECT's attention. If ORLANDO or the CRA requires the ARCHITECT's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties for additional compensation as mutually agreed.

4.2. Access to Property.

The CITY shall arrange for access to and make provisions for the ARCHITECT to enter upon public and private property as required for the ARCHITECT to perform its Services.

4.3. City Project Manager

ORLANDO's Director of Public Works or his designee shall appoint a Project Manager for this Project. Except as otherwise expressly provided in this Contract, the Project Manager shall issue any and all written authorizations to the ARCHITECT that the Project may require, or that may otherwise be defined or referred to in this Contract. The Project Manager shall also, 1) act as the CITY's representative with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the ARCHITECT; 3) communicate the CITY's policies and decisions to the ARCHITECT regarding the Services; 4) determine, initially, whether the ARCHITECT is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by the ARCHITECT respecting ORLANDO or the CRA's non-performance of any Project obligation. All determinations made by the Project Manager, as outlined above, shall be final and binding upon the ARCHITECT in regard to further administrative review, but shall not be binding upon the ARCHITECT in regard to general appearances before or appeals to ORLANDO or the CRA, or appearances before or appeals to a court of competent jurisdiction.

4.4. Notice and Extension of Term

The CITY shall give prompt written notice to the ARCHITECT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ARCHITECT's Services. If the ARCHITECT has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of this Contract, then, in the Project Manager's sole and reasonable discretion, and upon the submission to the Project Manager of evidence of the causes of the delay, the ARCHITECT shall be granted an extension of its Project schedule equal to the period the ARCHITECT was actually and necessarily delayed.

4.5. Additional Services

Upon mutual written agreement of the parties, the ARCHITECT may provide Additional Services related to the Project. Additional Services shall be set forth in a written authorization signed by

both parties. No Additional Services shall be provided by the ARCHITECT prior to a written authorization signed by both parties for such work.

SECTION 5 PAYMENTS TO ARCHITECT

5.1. General

5.1.1. The CITY will pay the ARCHITECT for the Services as detailed in each of the ARCHITECT's narrative monthly invoices (Invoices), and in accordance with the schedule of Fees (including reimbursable expenses) as further defined below in Exhibit I. The ARCHITECT's Invoices shall be submitted to Orlando's Accounts Payable department, at such address(es) as may be specified from time to time by that department; with a copy submitted contemporaneously to the CRA's Fiscal Manager. The ARCHITECT must submit with each Invoice a detailed description of the Services for which payment is sought, an updated electronic copy of the design files, and an updated Project schedule in detail and format acceptable to CITY.

5.1.2. The ARCHITECT fully acknowledges and agrees that if, at any time, it performs Services on a Project contemplated by the parties, and such Services have not been, a) fully negotiated, reduced to writing, and formally executed by both the CITY and ARCHITECT; b) or reduced to writing by the CITY and signed by the Project Manager; then the ARCHITECT shall perform such Service without liability to the CITY, and at the ARCHITECT's own risk.

5.2. Reimbursable Expenses

"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for existing facility and Subconsultant visitation; toll telephone calls and telegrams; reproduction of reports, drawings and specifications, and similar Project-related items, all in accordance with the CITY's written procurement policies and directives.

5.3. Payments by Owner

5.3.1. All Services payments (Payment) shall be made by the CITY to the ARCHITECT within thirty (30) calendar days of ORLANDO's receipt of a proper Invoice, detailed description of Services performed, updated design files in electronic format, and updated Project schedule (Payment Period) unless, within ten days from the invoice date, the CITY, 1) notifies the ARCHITECT of an objection to the Payment amount, and 2) either provides the ARCHITECT with a determination of the proper Payment, or 3) requests further information from the ARCHITECT so that a proper Payment can be derived and agreed upon by the parties.

5.3.2. The CITY's objection to the Payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the Payment. If the objection is resolved in favor of the ARCHITECT, then the CITY shall pay the ARCHITECT the amount so determined, minus any Payment amount previously paid to the ARCHITECT with respect to the objection, plus interest at one percent (1%) simple interest, per month on the unpaid amount. If it is determined that the

CITY has overpaid the ARCHITECT, then the ARCHITECT shall, within thirty (30) calendar days, refund to the CITY the overpayment amount, and interest, at one percent (1%) simple interest, per month, and the ARCHITECT shall not be held to be in breach of this Contract thereby.

5.3.3. In the event that ARCHITECT disagrees with the CITY'S rejection of any portion of a Payment or a dispute otherwise occurs between ARCHITECT and the CITY concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the ARCHITECT shall meet to consider the disputed issues. The ARCHITECT shall provide to the CITY such material and information as the CITY may reasonably require related to the dispute. Any such procedure may be initiated by either party notifying the other in writing of a dispute, referencing this section of the Contract, and stating with specificity the nature of the dispute. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the disputed invoice was received by ORLANDO. Any decision by the Chief Procurement Officer shall constitute the final decision of the CITY regarding these matters and shall be communicated in writing to the ARCHITECT. If no decision is rendered by the CITY within the time period as set out above, then a decision against the ARCHITECT shall be deemed to have been issued by the CITY.

5.4. Living Wage

The ARCHITECT, as well as its subcontractors (first tier only), shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the ARCHITECT shall allow the CITY to audit (at ARCHITECT'S place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY. This provision shall apply to all contracts which involve CITY expenditures that exceed \$100,000.00 per year. The Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the CITY'S Living Wage Policy.

5.5. Records

The ARCHITECT also agrees to maintain, and to require each Subconsultant to maintain, complete and accurate books and records (Books) in accordance with sound accounting principles and standards. Records of costs incurred and other records related to the performance of work hereunder shall be maintained and made available by ARCHITECT and its subcontractors at all times during the term of the Agreement and, unless a different period is required by law, for five (5) years after final payment is made. Copies shall be furnished to the CITY, upon prior written request by the CITY. Records of costs incurred and other records related to performance include but are not limited to any books, documents, papers, financial, accounting and project records and supporting documents of ARCHITECT and its subcontractors, and all other records that the CITY

considers necessary for an audit. If any litigation, claim or audit is started before the expiration of the five (5) year or other applicable period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Access to all records for the purposes of making audit, examination, inspections, excerpts and transcriptions shall be given by ARCHITECT to the CITY and its agents and representatives. This right also includes timely and reasonable access to the ARCHITECT's personnel for the purpose of interview and discussion related to such documents. CITY and ARCHITECT shall comply with the obligations contained in Section 20.055(5) of the Florida Statutes to cooperate with the State of Florida inspector general in any investigation, audit, inspection, review or hearing. The rights of access contained in this section are not limited to the required retention period but last as long as the records are retained. To the extent applicable, ARCHITECT shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK OR RECORDS AND ARCHIVES MANAGER, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.6. Late Payment

If the CITY fails to make any payment due the ARCHITECT for Services and expenses within forty-five (45) days after the beginning of the Payment Period, the ARCHITECT may, after giving seven (7) calendar days' prior written notice to the CITY, suspend Services under this Contract until the ARCHITECT has been paid, in full, amounts due it for Services and expenses. Any portion of an Invoice that is objected to or questioned by the CITY in accordance with Subsection 5.3 shall not be considered due for the purposes of this Subsection.

5.7. Overtime

Overtime will be paid by the CITY only if authorized in advance by the CITY's Project Manager for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the ARCHITECT.

5.8. Scope, Cost and Fee Adjustment

5.8.1. General. The CITY may at any time notify the ARCHITECT of requested changes to the scope of Services as set forth in this Contract. The notification shall state the scope modification and an adjustment of the Fee specified in Exhibit I to reflect such modification. The Fee adjustment due to modification in the scope of Services may be calculated utilizing the same method of compensation applicable to the Contract prior to the scope modification. The ARCHITECT and the CITY understand that, unless the Fee adjustment is within a previously approved budget, any change to the scope of Services must be approved or authorized by ORLANDO's Chief Procurement Officer or designee. If the Fee adjustment is within a previously

approved budget to the scope of Services for the overall Project, the change may be approved in writing by the CITY's Project Manager.

5.8.2. **Scope Reduction.** The CITY's Project Manager shall have the right to reduce (or eliminate, in whole or in part) the scope of the Project at any time and for any reason, upon written notice to the ARCHITECT specifying the nature and extent of the reduction. In such event the ARCHITECT shall be fully compensated for the Services already performed. The ARCHITECT shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project, and payment to the ARCHITECT for revising the Project documents shall be made pursuant to an amendment to this Contract.

5.8.3. **Scope Suspension.** The CITY's Project Manager may, at any time and for any reason, direct the ARCHITECT to suspend work (in whole or in part) under this Contract. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The ARCHITECT shall resume its Services upon the date specified, or upon such other date as the Project Manager may thereafter specify in writing. The period during which the Services are stopped by the CITY shall be added to the term; provided, however, that any work stoppage not approved or caused by the action or inaction of the CITY shall not give rise to any claim against ORLANDO or the CRA by the ARCHITECT. The CITY agrees to compensate the ARCHITECT for his reasonable and provable costs, including demobilization, remobilization, and Subconsultant expenses incurred attributable to any delay approved or caused by the actions or inaction of the CITY.

5.9. Termination

Upon the termination of this Contract, the ARCHITECT shall prepare a final and complete Payment Statement for all Services and Fees incurred since the posting of the last Payment Statement, and through the date of termination. The final Payment Statement shall be subject to all of the provisions described in this Section 5.

5.10. Final Payment

The acceptance by the ARCHITECT, its successors, or assigns, of any final Payment due upon the termination of this Contract, shall constitute a full and complete release of ORLANDO and the CRA from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final Payment that the ARCHITECT, its successors, or assigns have or may have against ORLANDO or the CRA under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract, or in a court of competent jurisdiction. This Subsection does not affect any other portion of this Contract that extends obligations of the parties beyond final Payment.

5.11 Consultant's Estimate of Probable Construction Cost.

5.11.1 General.

As the CITY has requested that a Project construction cost estimate be given by the ARCHITECT as part of preliminary or final design Services, the ARCHITECT shall develop an ARCHITECT's

estimate of probable construction cost at such points in the design phase as defined herein or in Exhibit I. The construction cost of the Project (Construction Cost Estimate) means the estimated total cost to the CITY by contractors for the construction of those portions of the entire Project designed and specified by the ARCHITECT. The Construction Cost Estimate shall only include construction costs from contractors for construction work and materials and will not include other non construction costs such as the ARCHITECT's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, nor will it include the CITY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other non-construction services to be provided by others to the CITY. Since the ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, the ARCHITECT's opinions of Construction Cost Estimate provided for hereinabove are to be made on the basis of the ARCHITECT's experience and qualifications, and represent the ARCHITECT's best judgment as an experienced and qualified professional which is familiar with the construction industry; but the ARCHITECT cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from opinions of probable cost prepared by the ARCHITECT.

5.11.2 Construction Cost.

5.11.2.1 The acceptance by the CITY at any time during the provision of Services of a revised opinion of Construction Cost Estimate in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost Estimate limit to the extent indicated in such revised opinion.

5.11.2.2 If a Construction Cost Estimate is established, the ARCHITECT will be permitted, with review and approval by the CITY, to determine what types of materials, equipment and component systems are to be included in the drawings and specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost estimate.

5.11.2.3 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 15% or more, the CITY may, (1) give written approval to increase such Construction Cost Estimate, (2) authorize negotiating or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the ARCHITECT shall modify the drawings and specifications as necessary to bring the construction cost within the Construction Cost Estimate. In lieu of other compensation for Services in making such modifications, the CITY shall pay the ARCHITECT's cost of such Services, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to the ARCHITECT on account of such Services; and the ARCHITECT's providing these modification Services shall be the extent of the ARCHITECT's cost-estimating liability as memorialized in this Subsection.

SECTION 6 SETTLEMENT OF CLAIMS

The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, as well as the venue for any litigation between the parties, shall be Orange County, Florida.

SECTION 7 TERMINATION

7.1. General

This Contract may be terminated by the mutual agreement of the parties or as may otherwise be provided in Section 7.2 below. In the event of the termination of this Contract, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

7.2. Failure to Perform or for the Convenience of the CITY

In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract in whole or in part if the ARCHITECT substantially fails to perform any obligation under this Contract and does not remedy the failure within twenty (20) calendar days after receipt by the ARCHITECT of written demand from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the ARCHITECT shall have such time as is reasonably necessary to remedy the failure, provided the ARCHITECT promptly takes and diligently pursues such actions as are necessary therefor. The CITY, or either ORLANDO or the CRA to the extent of the respective interest of each entity herein, may also, at its convenience, terminate this Contract upon twenty (20) calendar days notice to the ARCHITECT. The ARCHITECT may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within twenty (20) calendar days after receipt by the CITY of written demand from the ARCHITECT to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

7.3. Payment Upon Termination

Upon the termination of this Contract, the CITY shall pay ARCHITECT for Services actually rendered and contracted for under this Contract, and those reasonable and provable Fees actually incurred by ARCHITECT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs incurred by the CITY for reprocurring and having the Services provided by a replacement architect and its subconsultants as a result of the termination if the Contract is terminated for cause by the CITY or 2) increased by an amount equal to the reasonable and provable expenses incurred by ARCHITECT (lost profit

and overhead shall not be included) to conclude its Services that are directly attributable to the termination, and for which ARCHITECT is not otherwise compensated if the Contract is terminated for the convenience of the CITY.

7.4. Delivery of Materials Upon Termination

In the event of termination of this Contract by the CITY, prior to the ARCHITECT's satisfactory completion of all the Services described or alluded to herein, the ARCHITECT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, electronic design files, record drawings; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ARCHITECT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the ARCHITECT pursuant to this Contract. The Documents shall be the sole property of ORLANDO and the CRA jointly, and they shall be vested with all rights provided therein of whatever kind and however created. The ARCHITECT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

In the event the CITY terminates this Contract prior to completion of all Services, ARCHITECT shall not be held liable for the accuracy or reliability of any partially completed portions of the work.

SECTION 8 MATERIALS AND REUSE OF DOCUMENTS

8.1 General

One reproducible copy of all data, inspectors' reports, job files, test reports, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, Contractors' submittals, summaries, memoranda, electronic design files, electronic design files as modified by as-built information; and other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ARCHITECT (Written Work) especially for the Services rendered hereunder; shall be supplied to the CITY (at the CITY's request during the term of the Contract, upon termination, and with the ARCHITECT's final payment Invoice) by the ARCHITECT, and at the CITY's cost. The final work product of all such materials (e.g., signed and sealed plans and specifications which record design and/or as-built conditions in written and electronic formats; studies; analyses; and so forth), along with all formal ARCHITECT/CITY correspondence concerning the Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of ORLANDO and the CRA jointly. All materials described above shall be retained by the ARCHITECT for the longer of the period set forth in Section 5.5 above or the statutory period for claims (§95.11, Fla. Stat., as it may be from time-to-time amended). The Written Work shall be a "work made for hire" and ORLANDO and the CRA shall be jointly vested with all rights of ownership of the Written Work whatever kind and however created that may be in existence thereto.

8.2 Reuse of Documents

Any use by the CITY of such materials described in Subsection 8.1 in connection with a project other than that for which such materials were prepared, without the prior written consent of the ARCHITECT, shall be at the CITY's sole risk, and the ARCHITECT shall have no responsibility or liability related thereto, except in those instances which the ARCHITECT is re-employed by the CITY for that other project.

SECTION 9
NOTICES

All notices denominated as such by this Contract, or the City Code, or Florida law, required to be given to the ARCHITECT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

Jed Prest, AIA
Baker Barrios Architects, Inc.
189 South Orange Avenue, Suite 1700
Orlando, Florida 32801

All notices required to be given to the CITY, or either entity individually, shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the Director and ORLANDO's Chief Procurement Officer, separately, at:

Corey Knight, P.E.
Public Works Director
City of Orlando
City Hall, 8th Floor
400 South Orange Avenue
Orlando, Florida, 32801

With a copy to:

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
City of Orlando
City Hall, 4th Floor
400 South Orange Avenue
Orlando, Florida, 32801

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

SECTION 10 CONFLICTS OF INTEREST

The ARCHITECT represents and warrants unto the CITY that no officer, employee, or agent of ORLANDO or the CRA has any interest, either directly or indirectly, in the business of the ARCHITECT to be conducted hereunder. The ARCHITECT further represents and warrants to the CITY that it has not employed (or retained for a commission, percentage, brokerage, contingent fee, or other consideration) any company or person, other than a bona fide employee working solely for the ARCHITECT, to solicit or secure this Contract, and that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization, or firm, other than bona fide Personnel working solely for the ARCHITECT, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract. Further, the ARCHITECT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Contract. It is absolutely understood and agreed by the ARCHITECT that, for the breach or violation of this Subsection, the CITY shall have the right to terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value paid by the ARCHITECT.

SECTION 11 WAIVER OF CLAIM

The ARCHITECT and the CITY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 12 CITY REPRESENTATIVE

ORLANDO's Director of Public Works or any of his authorized designee(s) for the Project, including but not limited to the Project Manager, may act as the CITY's agent with respect to the Services to be rendered by the ARCHITECT hereunder, and, except as expressly set forth below, shall have full authority to take all actions on behalf of the CITY related to this Contract, including but not limited to transmitting all instructions, receiving information, notifying ARCHITECT of any breaches of this Contract or improperly performed work, and communicating the CITY's policies and decisions to the ARCHITECT. ORLANDO's Director of Public Works authority to act shall be in addition to any authority granted to specific CITY employees in other sections of this Contract. Any action that may be taken by ORLANDO's Director of Public Works or his designee related to this Contract, may also be taken by ORLANDO's Chief Procurement Officer or his designee. Notwithstanding the preceding, any final action by the CITY to terminate this Contract in whole, whether for cause or convenience, may only be taken by ORLANDO's Chief Procurement Officer or his designee; provided, however, that nothing herein shall be deemed to

preclude the Director of Public Works or his designee from suspending the Services in whole, or terminating less than all of the Services.

SECTION 13 ARCHITECT'S PROJECT TEAM

The ARCHITECT shall assign members of its staff as the ARCHITECT's Principal-in-Charge, Project Manager and Key Personnel (Project Team), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The ARCHITECT shall indicate to the CITY the authority and powers that the ARCHITECT's Project Team shall possess during the life of the Project. The ARCHITECT agrees that the CITY shall have the right to approve the ARCHITECT's Project Team, and that the ARCHITECT shall not change any member of its Key Personnel without written notice to the CITY. Furthermore, if any member of the ARCHITECT's Project Team is removed from his Project duties, or his employment is otherwise terminated or curtailed by the ARCHITECT, or if the ARCHITECT's Project Team member terminates his employment with the ARCHITECT, then the ARCHITECT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CITY's approval. The CITY covenants that its approval shall not be unreasonably withheld.

SECTION 14 INDEMNIFICATION AND INSURANCE

14.1. Indemnification

14.1.1 ARCHITECT's Indemnification of CITY. To the extent provided by Section 725.08, Florida Statutes, ARCHITECT shall indemnify and hold harmless ORLANDO and the CRA, or either of them individually, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT, or any of its officers, agents, employees, or other persons employed or utilized by the ARCHITECT in the performance of the Contract. This provision shall survive the expiration or termination of the Contract.

14.2. Insurance

14.2.1 General.

ARCHITECT and its Subconsultants of all tiers will be required at their own expense to maintain in effect at all times during the performance of Services insurance coverages with limits set forth below with insurers and under forms of policies specified below. It shall be the responsibility of the ARCHITECT to maintain the required insurance coverages and to assure that Subconsultants maintain required insurance coverages at all times. Failure of ARCHITECT to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and CITY's approval of insurance coverage to be maintained by ARCHITECT and its Subconsultants are not intended to and shall not in any manner limit or

qualify the liabilities and obligations assumed by the ARCHITECT and its Subconsultants under a contract. Any insurance carried by the CITY that may be applicable shall be deemed to be excess insurance to the ARCHITECT's insurance affording additional insured status as such policies affording additional insured status shall be considered primary. Failure of the ARCHITECT or its Subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this Section 14.2 shall be grounds for termination of this Contract as specified in Section 7.

14.2.2 Certificates of Insurance.

Prior to commencing work, and as a condition precedent to the ARCHITECT's and its Subconsultants' initiation of performance, the ARCHITECT and its Subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in force and effect. Except as set forth in sub-section 14.2.5.3 below, the certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days notice in writing to the CITY prior to cancellation of any policy of insurance required herein (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the ARCHITECT shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type (except the Errors and Omissions policy).

14.2.3. Additional Insureds.

All insurance policies required herein except Professional Liability, Workers' Compensation and Employers' Liability shall include the ORLANDO, the CRA, and the respective officers, elected officials, and employees of each as additional insureds with respect to the activities of the ARCHITECT. Neither ORLANDO nor the CRA shall, by reason of their inclusion under these policies, incur liability to the insurance carrier for payment of premium for these policies.

14.2.4 Waiver of Subrogation.

Where not prohibited by law, the ARCHITECT shall require its insurance carriers, with respect to all insurance policies except the Errors and Omissions policy, to waive all rights of subrogation against ORLANDO, the CRA, and the respective officers, elected officials, and employees of each.

14.2.5 Types of Coverage to be Provided.

The ARCHITECT (and its Subconsultants to the same extent and on the same terms as set forth below for ARCHITECT) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract:

14.2.5.1 Workers' Compensation and Employer's Liability.

This insurance shall protect the ARCHITECT against claims under applicable state workers' compensation laws. The ARCHITECT shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" or "other states" coverage. Exemption

certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers’ compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers’ compensation:	Statutory
Employer’s Liability:	\$100,000 each occurrence

14.2.5.2 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the ARCHITECT and the additional insureds against claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired . The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

14.2.5.3 Commercial General Liability.

This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the ARCHITECT and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the CITY or others arising out of any act or omission of the ARCHITECT or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the ARCHITECT under this Contract with the CITY, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the ARCHITECT’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

14.2.5.4 ARCHITECT's Errors and Omissions Policy.

The ARCHITECT shall also purchase, maintain, and keep in force, effect, and good standing, a professional liability/errors and omissions insurance policy having limits of \$1,000,000 per claim and in the aggregate, The errors and omissions policy shall be in effect and shall insure the ARCHITECT's performance on CITY projects.

14.2.6 City’s Rights.

If the ARCHITECT fails to obtain new insurance or have a previous insurance policy reinstated in the event of policy cancellation, or renewed; or, if the ARCHITECT fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Contract; then the CITY may,

at its sole option, terminate this Contract for cause pursuant to the terms and conditions of Section 7.

SECTION 15 MISCELLANEOUS PROVISIONS

15.1. Local, State and Federal Obligations

15.1.1. Discrimination. The ARCHITECT, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, national origin, disability, religion, age, sex, sexual orientation, gender identity, or marital status; and 2) the ARCHITECT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Contract, for cause without liability, as described above.

15.1.2. Compliance with the Law. The ARCHITECT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the Project or the Services that may be rendered hereto, or to the wages paid by the ARCHITECT to its employees. All design plans and specifications prepared by the ARCHITECT as part of its Services shall comply with the federal Americans With Disabilities Act, Florida Americans With Disabilities Accessibility Implementation Act, and regulations and guidelines applicable thereto, all as may be from time to time amended. The ARCHITECT shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection. The CITY shall also reimburse the ARCHITECT for all reasonable costs related to such compliances as outlined in this Subsection.

15.1.3. Licenses. The ARCHITECT shall, during the life of this Contract, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other permits, and other authorizations as are required by local, state, or federal law, in order for the ARCHITECT to render its Services or work as described herein. The ARCHITECT shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

15.1.4. Compliance With New Regulations. The ARCHITECT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the ARCHITECT to qualify for local, state, or federal funding for the Services to be rendered by the ARCHITECT, then the ARCHITECT shall consent to and make such modifications or amendments in a timely manner. If the ARCHITECT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the ARCHITECT, to terminate this Contract without liability, as outlined in Section 7, above. Furthermore, if the ARCHITECT's

compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Contract, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the ARCHITECT, to attempt to negotiate an amendment to the Contract with the ARCHITECT.

15.1.5. License Fee and Royalties. The ARCHITECT agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the CITY, but shall be secured by the ARCHITECT (or, at the ARCHITECT's direction, by the contractor or Subconsultant during the ARCHITECT's construction phase services).

15.2. Architect Not Agent of City

The ARCHITECT is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in ARCHITECT's relations with Subconsultants, or in any other manner whatsoever except as elsewhere provided for in this Contract.

15.3. Subconsultants

15.3.1. General. The ARCHITECT shall have the right, conditioned upon the CITY's prior consent, which shall not be unreasonably withheld, to employ other firms, consultants, contractors, subcontractors, and so forth (Subconsultants); provided, however, that the ARCHITECT shall, 1) inform the CITY as to what particular Services the Subconsultants shall be employed to do; 2) inform the CITY as to what extent (what percentage) of the total Project Services each Subconsultant shall be employed to do; 3) be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of Services, or both of these things, and the resolution of all differences between them; 4) promptly terminate the use and services of any Subconsultants upon written request from the CITY (which may be made for the CITY's convenience); 5) promptly replace each such terminated Subconsultant with a Subconsultant of comparable experience and expertise; 6) cause a Subconsultant to remove any employee(s) from a Project as the CITY shall request (again for the CITY's convenience); and 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise and who are otherwise acceptable to the CITY. After the Subconsultant has received notice of the termination, or two (2) business days after the CITY has notified the ARCHITECT in writing of the required termination of the Subconsultant or the Subconsultant's employee, whichever shall occur first, the CITY shall have no obligation to reimburse the ARCHITECT for the Services subsequent to the notice of termination of any Subconsultant or employee who may be terminated pursuant to the provision of this Subsection; provided, however, that the CITY shall reimburse the ARCHITECT for the ARCHITECT's reasonable and provable Subconsultant demobilization or remobilization costs, as defined in Subsection 7.3 if the Subconsultant is terminated for convenience; and provided, further, that the ARCHITECT shall receive no reimbursement for demobilization costs if a Subconsultant is terminated for cause. It is also understood that the CITY does not, by accepting a Subconsultant, warrant or guarantee the reliability or effectiveness of that entity's performance or become a party

to any agreement between ARCHITECT and a Subconsultant or become bound by the terms thereof.

15.3.2. **Work Outside Scope and Time of Payment.** The CITY shall have no obligation to reimburse the ARCHITECT for the services of any Subconsultant that may be in addition to the Services, or for those Subconsultant Services not previously made known to the CITY, or that are otherwise outside of the scope of the Project unless and until the CITY has given written approval of such reimbursement. The CITY shall have no liability or obligation to the ARCHITECT for Services rendered by a Subconsultant pursuant to any ARCHITECT-Subconsultant agreement, and the ARCHITECT also agrees to pay all such Subconsultants for their Project-related Services within thirty (30) calendar days after the ARCHITECT's receipt of payment, from the CITY, for work performed by the Subconsultants, unless such payment is disputed by the ARCHITECT, and the CITY receives written notice thereof.

15.3.3. **Subconsultant Contracts.** The ARCHITECT shall provide a copy of all relevant provisions of this Contract to all Subconsultants hired by it, or for which it may have management responsibilities and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Contract terms and provisions. The ARCHITECT shall also furnish the CITY, upon demand, with a copy of all ARCHITECT Subconsultant contracts.

15.4. Assignment and Delegation

The CITY and the ARCHITECT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Contract in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Contract; except that the ARCHITECT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Contract without the prior consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the ARCHITECT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Contract as a breach of contract by the ARCHITECT and a failure by the ARCHITECT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. ORLANDO and the CRA shall each, jointly or severally, have the right to assign its respective rights (or any part of them) or to delegate its respective duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Contract.

15.5. Audits

15.5.1. **Periodic Auditing of ARCHITECT'S Books.** The Books may (but need not) be kept separate and apart from the ARCHITECT's other books; but the CITY shall have the right, upon prior written notice, at a reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any Payment Statement or Completion Report. In lieu of the above and upon request of the CITY, the ARCHITECT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the ARCHITECT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the CITY to the ARCHITECT. The Fiscal Report shall be

certified as true and correct by, and shall bear the signature of, the ARCHITECT's chief financial officer or its certified public accountant.

15.5.2. **Overcharge.** If it is established by the audit, or by any other means, that the ARCHITECT has over-billed or overstated its Fees (Overcharge) to the CITY, then the amount of any Overcharge shall be refunded by the ARCHITECT, together with the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

15.5.3. **Retention of Books.** Unless a longer time is required by any federal, state, or other governmental law, regulation, or policy, the ARCHITECT shall retain the Books, and make them available to the CITY as specified above, for the longer of (i) five (5) years following Final Payment or termination of this Contract, whichever is later, or (ii) the conclusion of all audits and litigation (including all appeals) related to this Contract.

15.6. Prohibition Against Contingent Fees

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

15.7. Reimbursable Expenses

Reimbursable expenses are defined as actual out-of-pocket expenses incurred by ARCHITECT or a Subconsultant necessary to perform or complete Services under this Contract. Unless otherwise expressly agreed herein or in a Services Authorization or amendment to this Contract, the CITY will not provide for reimbursement of traditional business operating expenses, including but not limited to, computer time, stamps for routine correspondence, phone calls, local tolls, local mileage, in-house copying (routine b/w 8.5 x 11 and 11 x17 copies), word processing time, and bookkeeping. Invoices shall be required for reimbursement of expenses.

15.8. Local Travel

Unless otherwise expressly agreed herein or in a Services Authorization or amendment to this Contract, travel between locations within Orange, Osceola, Seminole, Volusia and Lake Counties will not be reimbursed.

15.9. Entire Agreement

This Contract, including the Exhibits hereto, constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

15.10. Truth-in-Negotiations

The ARCHITECT shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as Exhibit II. It is agreed by the ARCHITECT that the Project Fee, and any additions thereto, shall be adjusted to exclude any significant sums [plus interest at one percent (1%) per month simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that the Fee was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

15.11. Amendment

This Contract may be amended or modified only by a written instrument duly authorized and executed by the parties.

15.12. Validity

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

15.13. Headings

The headings of the Sections or Subsections of this Contract are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

15.14. Timeliness

The CITY and the ARCHITECT acknowledge and understand that time is of the essence in this Contract.

15.15. Force Majeure

The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Contract, such modifications to include, but not limited to the Project's Services, term, and Fee. If such conditions and circumstances do in fact occur, then the CITY and ARCHITECT shall mutually agree, in writing, to the modifications to be made to this Contract.

15.16. Rights Cumulative; No Waiver

No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing

upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Contract to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

15.17. Public Entity Crime

Any person or affiliate, as defined in 287.133 of the *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this Section shall be subject to termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the CITY.

15.18. MBE/WBE Participation

15.18.1. Chapter 57, Articles II and III, of the Orlando City Code, establishes goals of 18% and 6%, respectively, of ORLANDO's annual monetary value of contracts for supplies, services and construction to be awarded to Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE).

15.18.2. The ARCHITECT agrees to make a good faith effort to provide that 18% of the dollar amount of the Contract is performed by MBEs and 6% of the dollar amount of the Contract is performed by WBEs. MBE and WBE participation is set forth in the exhibits hereto.

15.18.3. The ARCHITECT may, under limited circumstances, substitute a MBE or WBE firm. However, substitution shall only be allowed upon good cause shown as determined by ORLANDO's MBE Coordinator. The ARCHITECT must receive written approval of the MBE Coordinator before substitution will be allowed. Failure to comply shall result in ORLANDO imposing penalties on the ARCHITECT; such penalties may include suspension or debarment from obtaining future CITY contracts.

15.18.4. The ARCHITECT shall submit monthly audits to the CITY through the ORLANDO MBE Office's B2G Contract Compliance System (or in such other format as directed by ORLANDO's MBE Office, documenting compliance with this Contract. The initial report shall be submitted within ten (10) days after the execution of the Contract and shall include the names of participating MBE/WBEs, the MBE/WBE Subconsultant or joint venture dollar amounts, and such other information as may be requested by ORLANDO's MBE Office. The initial report shall

also include copies of all MBE/WBE Subconsultant or joint venture contracts. Subsequent reports shall include documentation on the number of hours worked and the tasks performed by the Subconsultants as well as such other information as may be requested by the ORLANDO's MBE Office.

15.18.5. Should the scope of Services herein be increased, the ARCHITECT agrees to make a good faith effort to include MBE/WBE participation in the increased Services. Such participation should be in accordance with the MBE/WBE percentages stated above.

15.18.6. There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. ORLANDO shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Contract is intended or implied. ORLANDO is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Contract.

15.19. Employment Eligibility; E-Verify System. This Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference. Pursuant to Section 448.095 of the Florida Statutes, ARCHITECT represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the Contract. If ARCHITECT enters into a contract with a subcontractor, the ARCHITECT must require any subcontractor performing work or providing services related to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In addition, any such subcontractor must provide the ARCHITECT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

15.20 Non-Exclusive Contract.

This Contract is a non-exclusive agreement between the parties. It is understood and acknowledged that the rights granted herein to the ARCHITECT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, and so forth, to have them perform such professional services as the CITY may desire.

15.21 Prohibition Against Contracting with Scrutinized Companies.

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company is:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, or
 2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” ARCHITECT certifies that it and those related entities of ARCHITECT as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, ARCHITECT certifies that it and those related entities of ARCHITECT as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. ARCHITECT shall be required to recertify the aforementioned certifications at each renewal of the Contract. The CITY may terminate this Contract if ARCHITECT or any of those related entities of ARCHITECT as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the ARCHITECT or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the CITY reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the CITY determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

15.22 Material Interest Certification

ARCHITECT certifies that no officer or employee of the City, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in ARCHITECT.

15.23 Human Trafficking Affidavit

ARCHITECT shall, within a reasonable time after execution of this Agreement, provide the CITY with the affidavit attached as Exhibit III signed by an officer or other authorized representative of ARCHITECT under penalty of perjury attesting that ARCHITECT does not use

coercion for labor or services, as those terms are defined in Section 787.06(2)(a), (e), and (h) of the Florida Statutes. Additionally, ARCHITECT shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

IN WITNESS WHEREOF, this Contract has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

City of Orlando, Florida

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 20____.

Assistant City Attorney
Orlando, Florida

Community Redevelopment Agency

By: _____

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

_____, 20_____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the CRA, only.

_____, 20_____

Stacey Adams
Chief Assistant City Attorney

Baker Barrios Architects, Inc.

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____



ORLANDO
189 S. ORANGE AVE.
SUITE 1700
ORLANDO, FLORIDA
32801
407.926.3000
AA0002981 | LC26000427

COMMERCIAL
CORPORATE
EDUCATION
ENTERTAINMENT
HEALTHCARE
HOSPITALITY
INDUSTRIAL
MIXED-USE
RESIDENTIAL
RETAIL
SENIOR LIVING
SPORTS & RECREATION

March 11, 2025

City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

Re: Bob Carr Adaptive Reuse
Full Architectural, Interior Design, Landscape Architecture, and
Engineering Services Proposal
BBA Project Number: 240011.00

Dear City of Orlando:

Baker Barrios Architects, Inc. (BBA) is pleased to submit this proposal to provide Design and Engineering services on this proposed adaptive reuse of the Bob Carr, located in Orlando, Florida. The scope of services is for the building full services for programming, concept design, entitlements, and schematic design. The estimated construction cost for this project is outlined below.

Estimated Construction Costs: \$30,000,000

The City of Orlando ("City") envisions transforming the existing Bob Carr Theater into a facility that will include:

- Innovation and Collaboration Space: Space designed to encourage collaboration and creativity for corporate partners to locate, scale, or showcase their respective technologies, fostering collaboration between industry leaders and emerging innovators.
- Community Space: Space that can be leased to non-profit community organizations that support and nurture the local technology community, promoting inclusivity and collaboration.
- Education Space: Dedicated spaces for collaboration with education partners and the training of employees and students from the local community to facilitate the growth and development of future tech leaders.
- Event Space: Space equipped to host technology and innovation-focused conferences, summits, product launches, networking events, workshops, and more, the event space is envisioned to be the centerpiece of the facility's mission.
- Related Support and other Space: Space to support the envisioned uses, such as catering/kitchen and pre-event space, as well as other types of spaces as identified and determined during the design

ARCHITECTURE + INTERIOR DESIGN + PLANNING + LANDSCAPE ARCHITECTURE

BAKERBARRIOS.COM

City of Orlando
Re: Bob Carr Adaptive Reuse - MetaCenter
Architectural, Interior Design, Landscape Architecture, and Engineering
Services Proposal
BBA Project Number: 240011.00
March 11, 2025
Page 2 of 7

development process that would further the goals of the City and CRA for this Project.

We are proposing to provide the design for this transformation in two phases. Phase I of the project will assist the City in defining the concept design and owner's project program refinement, as-built documentation, architectural history services, obtain required entitlements and planning approvals, and provide schematic design package for pricing.

Phase II will be to provide the required design and engineering services to take the project through design to construction phase services. Phase II will not commence until the City provides written approval of Phase I Design and Budget.

PHASE I

Phase I of the project will include As-built documentation of the existing facility using 3D laser scanning. A preliminary model will be developed from the scans and will be the basis for the project background.

The following design services provided as part of the Phase I services:

- Project Administration
- As-Built Scanning and Documentation
- Architectural History Services
- Geotechnical and Survey
- Civil Engineering
- Landscape Architecture
- Interior Design
- MEP Engineering

Services which **may** be needed, but which are not part of this proposal, include the following: (1) signage/branding services, and (2) community engagement consultant. Consultants and services shown in Exhibit A.2 are provided and anticipated not to exceed fees for the completion of the project.

Note: These services are not included in this proposal but will be coordinated by BBA as well as all other Owner provided consultants.

As-built Documentation

BBA will coordinate with the Owner to provide a 3D laser scan of the existing facility. This scan will be used to develop a BIM model of the existing facility to be used as backgrounds for the design of the transformation of the Bob Carr Theater.

Architectural History Services

BBA will with GAI will research and gather available data on the history of the Bob Carr theater. This research will be used to prepare a historic context of the structure, a history of the building, and identify key architectural elements that should be preserved and incorporated into the new design.

Planning Applications

BBA will coordinate with the Owner the applications for approval to the City of Orlando planning and architectural review board. All fees associated with submitting the applications to the local municipal planning and architectural review board will be paid for by the Owner.

Concept Design

BBA will prepare conceptual drawings which will incorporate the Owner's development program into a comprehensive package describing the overall profiles, functionality, scale, and character of the development.

Schematic Design

BBA will prepare schematic drawings based on the Owner's approval of the preliminary design; the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may 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.

This process will be collaborative, and BBA will implement a teamwork process which includes a workshop design process with several of the various stakeholder groups.

Architectural Specific Deliverables Include

1. As-Built Revit Model
2. Architectural Site Plan
3. Ground Floor Plan
4. Typical Level Floor Plan(s)
5. Landscape Plan
6. 2 Exterior Renderings
7. 4 Interior Renderings
8. 4 Elevations
9. Program Matrix
10. Material & Finish Board
11. (4) Team Stakeholder Workshops
12. Structural & MEP Narratives

Schematic Interior Design Deliverables

1. Key finishes, Furniture and Design Elements
2. Furniture and Finish Plans
3. Draft Finish Schedule or Narrative
4. Perspectives of key spaces or elevations as required

Schematic Design Pricing

BBA will prepare with Bluecord to provide a schematic design construction cost estimate for review and approval by the City.

PHASE II

BBA has included an estimate for future services to complete the project through construction phase services in Exhibit A.2. These services and fees will be confirmed once the program and estimate construction cost from the schematic package is approved by the City. BBA will submit a future revised proposal for the not to exceed services listed in Exhibit A.2.

Basic Services

BBA proposes to perform architectural design services and coordinate typical engineering services as described in **Exhibit B**.

Basic Services Deliverables Include:

- Advanced Schematic Design
- Design Development
- Construction Documents
- Bidding + Permitting

Advanced Schematic Design

BBA will prepare advanced schematic design will be the same scope as schematic design as outlined in Exhibit A.2. The intent for this package is capture any scope changes from Phase I and incorporate consultants not included in the Phase I schematic design package.

Construction Phase Services

Construction Phase Services will begin at the issuance of the Building Permit or upon receipt of shop drawing submittals from the General Contractor. Services during the Construction Phase shall include checking of shop drawings, answering questions generated in the field during construction, review testing reports, review pay applications submitted by the General Contractor, observing the construction work, preparation of a "punch list" at the time of substantial completion, and one final punch completion review. BBA will provide a maximum of two (2) reviews per submittal. Any further requests for review will be billed as an hourly additional service per the rate schedule defined in this proposal and should be billed to the contractor as a deductive change order. BBA's flat rate fee

City of Orlando
Re: Bob Carr Adaptive Reuse - MetaCenter
Architectural, Interior Design, Landscape Architecture, and Engineering
Services Proposal
BBA Project Number: 240011.00
March 11, 2025
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includes services for 22 months. One (1) OAC site visit per month has been assumed in this proposal. Should the project require additional site visits per month, an addendum to the contract or an additional service to perform those tasks will be provided. Bi-weekly OAC calls/video conferences have been assumed in this proposal. If required, at the conclusion of the 22-month period additional construction phase services are needed, Construction Phase Services will continue at \$5,500 per month as outlined herein, for the remainder of the construction period.

See Exhibit "C" for Construction Phase Services included in this proposal.

CONSULTANT SERVICES ATTACHED AS EXHIBIT A.1 & A.2

- Civil Engineering – GAI
- As-built Documentation - Zelus
- Landscape Architecture – BBA
- Structural Engineering – McNamara Salvia
- MEP/FP Engineering – SGM & TAGS
- Interior Design – BRPH
- Envelope Consultant – Terracon
- Historic Preservation – GAI
- AV / Lighting Consultant – Osborne
- Acoustical Consultant – TBD
- Food Service Consultant – LGM
- Cost Estimating – Blue Cord
- Code Consultant – SLS

COMPENSATION: BASIC SERVICES

We propose to provide the Basic Services outlined above for a lump sum fee per Exhibit A.1. BBA has included an estimate for future services to complete the project through construction phase services in Exhibit A.2. These services and fees will be confirmed once the program and estimated construction cost from the schematic package is approved by the City. BBA will submit a future proposal for the services listed in Exhibit A.2.

The fees proposed in Exhibit A.1 and A.2 are not to exceed fees. At the end of Phase 1, the City may at its discretion decide not to proceed further with the project and may fully cancel the project. Should the scope of the project substantially change at the end of Phase 1, the design team may be entitled to negotiate additional fees commiserate with the change in scope.

REIMBURSABLE EXPENSES

Reimbursable expenses including, but not limited to, 3D-colored renderings, 3D project scale models, printing and reproduction costs, postage and shipping, travel expenses, and consultant additional services, if they are required, will be billed in addition to the above listed professional fees at 1.00 times the actual

City of Orlando
 Re: Bob Carr Adaptive Reuse - MetaCenter
 Architectural, Interior Design, Landscape Architecture, and Engineering
 Services Proposal
 BBA Project Number: 240011.00
 March 11, 2025
 Page 6 of 7

expenses. The following services are also offered at the following fees: \$3,000 per rendering and executable file; \$7,500 per minute of animation.

ADDITIONAL SERVICES

All Additional Services shall be based on time spent and billed on an hourly basis at the following rates or maybe a negotiated fixed lump sum. All Additional Services shall be approved in advance and in writing by the Owner prior to commencement of services. It is assumed this is a full-service proposal and we do not anticipate additional services.

Stop Work Greater Than (90) Days with Restart Fee:

- The effort and cost indicated in this proposal reflects the design team’s effort based upon a continuous project timeline. If work on the project is halted for more than (90) days due to unforeseen circumstances, a **restart fee** will be applicable. The fee will cover the necessary steps to re-engage and re-establish project momentum. The fee amount will be determined based on the specific project and will be mutually agreed upon by both parties.

Architectural Design Services

Executive / President / Vice President	(AR7)	\$350
Managing Partner/ Managing Principal	(AR6)	\$300
Practice Leader / Principal	(AR5)	\$250
Sr. Architect / Sr. Designer / Sr. Project Manager	(AR4)	\$200
Architect / Sr. Drafter / Project Manager	(AR3)	\$165
Project Architect	(AR2)	\$145
Drafter / Graduate Architect	(AR1)	\$100
Intern Architect (Internship)	(AR0)	\$90

Landscape Architectural Design Services

Practice Leader / Principal	(LA5)	\$250
Sr. Architect / Sr. Designer / Sr. Project Manager	(LA4)	\$190
Project Architect / Sr. Drafter / Project Manager	(LA3)	\$160
Architect	(LA2)	\$130
Drafter	(LA1)	\$100
Intern Architect (Internship)	(LA0)	\$85

Interior Design Services

Practice Leader / Principal	(ID5)	\$250
Sr. Interior Designer	(ID4)	\$200
Interior Designer	(ID3)	\$165
Project Designer	(ID2)	\$130
Drafter / Graduate Interior Designer	(ID1)	\$100
Intern Interior Designer (Internship)	(ID0)	\$90

Quality Assurance

Sr. Quality Assurance Specialist	(QA2)	\$175
Quality Assurance Specialist	(QA1)	\$140

City of Orlando
Re: Bob Carr Adaptive Reuse - MetaCenter
Architectural, Interior Design, Landscape Architecture, and Engineering
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BBA Project Number: 240011.00
March 11, 2025
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Other

Director of Special Projects	(DSP)	\$250
Computer Support	(IT1)	\$130
Graphics	(GD1)	\$90
Administrative Support	(AM1)	\$100
Business Development	(BD4)	\$250
Marketing	(MA4)	\$250

Thank you for your interest in our firm. We look forward to working with you on this exciting project. If you have any questions or comments, please do not hesitate to call us.

Sincerely,

Baker Barrios Architects, Inc.



Jed Prest, AIA
Managing Partner - Orlando

CC: Samina Haider - BBA
Tyler Kirby - BBA
Natalie Chung-Cauldero – BBA

JP:rc

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EXHIBIT A.1 - PHASE 1 (PROGRAMING, ENTITLEMENTS, CONCEPT & SCHEMATIC DESIGN)

City of Orlando - Bob Carr Adaptive Reuse
 BBA Project Number: 240011.00
 Basic Services - Full Architectural & Engineering Services
 Construction Budget Estimate: \$30,000,000

Program:
 43,000 GSF

Participation Goals

MBE	Rhodes + Brito	20.73%	
MBE	SGM	5.40%	
		26.13%	18% Min
WBE	Tag Engineering	5.40%	6% Min

October 31, 2024

Baker Barrios Architects, Inc. - Basic Services

Consultant	Architectural Basic Services	Structural	MEP/FP		Interiors	Specifications	Demolition				As Built Scanning	Reimbursable Expenses	Subtotal
	BBA / RB*	McNamara-Salvia	SGM	TAGS	BRPH	BBA / RB*	BBA / RB*	McNamara-Salvia	SGM	TAG	Zelus (Allowance)	Estimated	
Concept Design / Programing / Entitlements	\$168,000	\$0	\$0	\$0	\$86,587	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$404,587
Schematic Design	\$252,000	\$35,000	\$54,750	\$54,750	\$80,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$476,538
Design Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Documents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permitting & Bidding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RMB Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0
SUBTOTAL DESIGN	\$420,000	\$35,000	\$54,750	\$54,750	\$166,625	\$0	\$0	\$0	\$0	\$0	\$150,000	\$50,000	\$881,125
Construction Phase Services (O/A/C weekly meetings)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Record Drawings**	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL for Basic Services	\$420,000	\$35,000	\$54,750	\$54,750	\$166,625	\$0	\$0	\$0	\$0	\$0	\$150,000	\$50,000	\$881,125

Additional Consultants

Consultant	Civil	Historic Preservation	Landscape / Hardscape	Low Voltage	Lighting Design	Code Consultant	Food Service	Cost Estimating	Envelope Consultant	GEOTEchnical	Survey	Acoustical	Community Engagement	FF&E	Signage & Branding	Subtotal
	GAI	GAI	BBA/Hines	Osborn	Osborn	SLS	LGM	Bluecord	Terracon	Terracon (Allowance)	TBD (Allowance)	TBD (Allowance)	NIC	NIC	NIC	
Concept Design	\$9,000	\$8,000	\$4,400	\$0	\$0	\$0	\$0	\$1,527	\$0	\$50,000	\$15,000	\$0	\$0	\$0	\$0	\$87,927
Schematic Design	\$13,000	\$20,000	\$6,600	\$0	\$0	\$0	\$0	\$4,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,181
Design Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Documents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL DESIGN	\$22,000	\$28,000	\$11,000	\$0	\$0	\$0	\$0	\$6,108	\$0	\$50,000	\$15,000	\$0	\$0	\$0	\$0	\$132,108
Construction Phase Services (O/A/C weekly meetings)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BDA/DAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL for Additional Consultants	\$22,000	\$28,000	\$11,000	\$0	\$0	\$0	\$0	\$6,108	\$0	\$50,000	\$15,000	\$0	\$0	\$0	\$0	\$132,108
GRAND TOTAL																\$1,013,233

* BBA / RB is 50/50 split fees
 ** BBA / BRPH / SGM / Osborn

EXHIBIT A.2 - FULL SERVICES (AFTER PHASE A.1 PROGRAMING PROJECT ESTIMATED ESTIMATED FEES)***

City of Orlando - Bob Carr Adaptive Reuse
 BBA Project Number: 240011.00
 Basic Services - Full Architectural & Engineering Services
 Construction Budget Estimate: \$30,000,000

Program:
 43,000 GSF

Participation Goals

		Phase II		Total (Phase I & Phase II)	
MBE	Rhodes + Brito	21.25%		22.28%	
MBE	SGM	9.99%		9.44%	
		31.23%	18% Min	31.71%	18% Min
WBE	Tag Engineering	6.72%	6% Min	6.45%	6% Min

October 31, 2024

Baker Barrios Architects, Inc. - Basic Services

Consultant	Architectural Basic Services	Structural	MEP/FP		Interiors	Specifications	Demolition				Record Drawings				Subtotal
	BBA / RB*	McNamara-Salvia	SGM	TAGS	BRPH	BBA / RB*	BBA / RB*	McNamara-Salvia	SGM	TAG	BBA / RB	McNamara-Salvia	SGM	TAGS	
Advanced Schematic Design	\$252,000	\$35,000	\$54,750	\$25,000	\$80,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$446,788
Design Development	\$420,000	\$57,000	\$109,500	\$50,000	\$78,335	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$764,835
Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$35,000	\$5,000	\$40,000	\$0	\$0	\$0	\$0	\$130,000
Construction Documents	\$420,000	\$128,000	\$109,500	\$55,000	\$89,580	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$857,080
Permitting & Bidding	\$84,000	\$6,000	\$18,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,250
SUBTOTAL DESIGN	\$1,176,000	\$226,000	\$292,000	\$130,000	\$247,953	\$105,000	\$50,000	\$35,000	\$5,000	\$40,000	\$0	\$0	\$0	\$0	\$2,306,953
Construction Phase Services (O/A/C weekly meetings)	\$336,000	\$74,000	\$73,000	\$25,830	\$45,460	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$554,290
Record Drawings**	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$30,000	\$10,000	\$60,000	\$160,000
TOTAL for Basic Services	\$1,512,000	\$300,000	\$365,000	\$155,830	\$293,413	\$105,000	\$50,000	\$35,000	\$5,000	\$40,000	\$60,000	\$30,000	\$10,000	\$60,000	\$3,021,243

Additional Consultants

Consultant	Civil	Historic Preservation	Landscape / Hardscape	Low Voltage	Lighting Design	Code Consultant	Food Service	Cost Estimating	Envelope Consultant	Acoustical	Community Engagement	FF&E	Signage & Branding	Reimbursable Expenses	Subtotal
	GAI	GAI	BBA/Hines	Osborn	Osborn	SLS	LGM	Bluecord	Terracon	TBD (Allowance)	NIC	TBD	NIC	Estimated	
RMB Allowance														\$50,000	\$50,000
Advanced Schematic Design	\$12,500	\$35,500	\$6,600	\$12,300	\$7,100	\$0	\$9,250		\$0	\$0	\$0	\$0	\$0	\$0	\$83,250
Design Development	\$21,500	\$10,500	\$11,000	\$24,700	\$18,800	\$30,000	\$7,500	\$6,108	\$0	\$20,000	\$0	\$0	\$0	\$0	\$150,108
Construction Documents	\$25,000	\$0	\$11,000	\$28,800	\$13,300	\$0	\$4,500	\$18,322	\$19,100	\$20,000	\$0	\$150,000	\$0	\$0	\$290,022
Irrigation	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
Permitting	\$31,000	\$10,500	\$2,200	\$3,800	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,700
Non City Permitting Costs	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
SUBTOTAL DESIGN	\$95,000	\$56,500	\$36,800	\$69,600	\$42,400	\$30,000	\$21,250	\$24,430	\$19,100	\$40,000	\$0	\$150,000	\$0	\$50,000	\$635,080
Construction Phase Services (O/A/C weekly meetings)	\$31,000	\$7,500	\$8,800	\$12,900	\$8,100	\$0	\$3,750	\$0	\$60,600	\$10,000	\$0	\$0	\$0	\$0	\$142,650
BDA/DAS				\$6,500											\$6,500
TOTAL for Additional Consultants	\$126,000	\$64,000	\$45,600	\$89,000	\$50,500	\$30,000	\$25,000	\$24,430	\$79,700	\$50,000	\$0	\$150,000	\$0	\$50,000	\$784,230
GRAND TOTAL															\$3,805,473

* BBA / RB is 50/50 split fees

** BBA / BRPH / SGM / Osborn

*** These are estimated full professional fees for the remainder of the project pending of the program development and finalization in Phase A.1. This will be adjusted pending approved Phase A.1 Program and Scope.



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ENTERTAINMENT

HEALTHCARE

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INDUSTRIAL

MIXED-USE

RESIDENTIAL

RETAIL

SENIOR LIVING

SPORTS & RECREATION

SCOPE OF ARCHITECT'S BASIC SERVICES – EXHIBIT B

The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval and the Owner shall indemnify and hold harmless the Architect from all liabilities, claims, damages, loss and expense, including, without limitation, reasonable attorneys' fees and defense costs incurred, as a result of any such decision by the Owner. The foregoing indemnity shall survive the termination of this Agreement.

The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Schematic Design Phase Services

The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may 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.

The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program and schedule. The Owner may obtain more advanced sustainable design services as an additional service.

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 Owner's program and schedule.

The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

Design Development Phase Services

Based on the Owner's approval of the Schematic Design Documents, and on the Owner'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 Owner'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 Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

Construction Documents Phase Services

Based on the Owner's approval of the Design Development Documents, and on the Owner'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 Owner'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 Owner and Architect acknowledge that, to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples, and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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 Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

Procurement Phase Services

General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

Competitive Bidding

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Negotiated Proposals

Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

Construction Phase Services

General

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General

Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

Evaluations of the Work

The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Based on the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether the Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the

Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Unless the Owner has designated another individual or entity, on written request of either the Owner or the Contractor, the Architect shall interpret and render decisions on matters concerning performance of the Owner and the Contractor under the requirements of the Contract Documents. The Owner will pay the Architect for these services in accordance with the Additional Services provisions of this Agreement. Decisions of the Architect shall be consistent with the design concepts and information contained in the Contract Documents and reasonably inferable there from and shall be made with reasonable promptness. The Architect shall attempt to ensure that both the Owner and the Contractor faithfully perform their contractual obligations, and the Architect shall not be partial to either. In making such decisions and interpretations, the Architect shall act objectively and shall not be the agent of the Owner. The Architect shall not be liable to either the Owner or the Contractor for the results of interpretations or decisions rendered by the Architect in good faith. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any liabilities, claims, damages, loss and expense, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the Architect's service as the Initial Decision Maker, which indemnity shall survive the termination of this Agreement. In addition, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect arising out of or in any way connected with the Architect's service as the Initial Decision Maker.

Certificates for Payment to Contractor

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The Architect shall maintain a record of the Applications and Certificates for Payment.

Submittals

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. However, the schedule shall provide for a **minimum** of 15 business days for the Architect to review each submittal.

The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. However, the Architect shall be allowed a **minimum** of 5 business days to respond to any requests for information.

The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

The Architect shall maintain records relative to changes in the Work.

Project Completion

The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.



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**Construction Phase Services - Exhibit C – 06/14/2024
Revised 10/31/24**

**Bob Carr – Adaptive Reuse
BBA Project Number: 240011.00**

Scope of Services

- As set forth in the BBA Standard AIA Contract B101, Baker Barrios Architects, Inc. (BBA) will provide Construction Phase services including Site Observations, Shop Drawing Review, Response to Requests for Information, and Review of Contractor Pay Applications, all as detailed below.
- We anticipate the construction duration for this project to be 22 months. If required, at the conclusion of the 22-month period additional services are needed, Construction Phase Services will continue at the same rate of \$5,500 per month, for the remainder of the construction period.

Site Observations & On-Site Attendance

- BBA shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed upon in writing with the Client in order to observe the progress of the work completed by the Contractor. Such visits are not intended to be exhaustive or detailed reviews of the Contractor's work, but rather to become familiar with the work in progress and determine if the work is in general conformance with the Contract Documents.
- Basic Services include one (1) monthly visit to the site, including meetings, based upon the agreed construction schedule. Any additional site visits requested by either the Owner or Contractor, or if the construction schedule is extended by no fault of the architect, time spent on site will be deemed an additional service to be billed hourly. Should weekly calls/video conferences be required, an additional service fee will be required for this effort.

Shop Drawing and Product Submittal Review

- BBA will review, or take appropriate action on, the Contractor submittals, shop drawings, and other data, which are requested by Baker Barrios, but only for the limited purpose of checking for



conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details such as quantities, dimensions, weights or gauges, and means or methods, all of which are the sole responsibility of the Contractor. BBA will provide a maximum of two (2) reviews per submittal.

Any further requests for review beyond the two will be billed as an hourly additional service per the rate schedule defined in the attached proposal.

- BBA will not be responsible for any deviations from the Construction Documents not brought to our attention in writing by the Contractor.

Product and Material Substitutions

- If, after the commencement of construction, the Owner or Contractor requests Baker Barrios to review and analyze a product or material substitution, the time spent for review will serve as an additional service to be billed hourly.
- Regarding substitutions, BBA relies on stated and implied representations made by the Contractor, manufacturers, suppliers, and installers of such products as being suitably fit for their intended purposes. BBA is not responsible if the product does not perform consistently with those representations or with the information presented.

Authorities Having Jurisdiction

- Extensive on-site meetings and post-permit reviews with the AHJ are not considered as part of the Base Fee. If on-site representation in excess of those listed under Site Observations and beyond the control of the architect is required, additional services will be billed based upon the hours spent.

Review of Pay Applications

- BBA will review the Contractor's requests for payment. Based upon Baker Barrios' knowledge, information, and belief that the work has progressed to the point indicated and the work is in general conformance to the Contract Documents, BBA will process the application for payment.



Evaluations of Work

- In addition to the agreed upon site visits, one review is included to determine whether such portions of work are deemed substantially complete in accordance with the requirements of the Contract Documents. Baker Barrios will generate a punch list based upon this evaluation and submit to the Contractor. The basis for this evaluation is as follows:

Base Fee includes one review of each space

- Included in the Base Fee is a Final Completion site visit with the Owner to review the general project completeness. A second evaluation/punch list will not be generated based upon this site visit. Baker Barrios is not responsible for any acts or omissions of the Contractor, Subcontractor, or entity performing any portions of work on the project.

Close Out – Record Drawings

- BBA will provide electronic documents (PDF) based upon the as-built drawings provided by the Contractor. Baker Barrios will not inspect or verify the documentation provided by the Contractor.



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Landscape Architectural Services - Exhibit D - 06/14/2024
Revised 10/31/24
Bob Carr Adaptive Reuse
BBA Project Number: 240011.00

Scope of Services

Baker Barrios Architects, Inc. (Landscape Architecture Department) is pleased to submit this proposal for landscape architectural design services for the Bob Carr Adaptive Reuse project. The program outlined in this proposal is for a META/Innovation Center in Orlando, Florida. For this project Baker Barrios Architects, Inc. (Landscape Architecture Department) will include the following services.

- Landscape planting plans for the required streetscapes.
- Landscape planting plans for the site's surface parking areas.
- Landscape planting plans associated with the building perimeter.
- Hardscape design for exterior pedestrian spaces.

Entitlement/MPB Plans

Baker Barrios Architects, Inc. (Landscape Architecture Dept.) will develop plans that will illustrate required landscape and hardscape for the site's ground floor as required by the City of Orlando for Metro Planning Board (MPB) and Creative Village ARB submittal. These plans are to satisfy early municipal permit requirements only and will not go beyond the minimum requirements to do so.

Deliverables:

- Illustrative landscape plans indicating plant type and spacing only
- Illustrative hardscape plan indicating material type and required widths
- Coordination with civil plans.
- Revisions per AHJ Comments specifically related to the landscape plans.
- Irrigation plans are not included

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Schematic Design

Baker Barrios Architects, Inc. (Landscape Architecture Dept.) will develop schematic plans that will illustrate the overall area development. BBA will develop the site plan showing the location of all landscaped areas, hardscape, water features, and site furnishings.

Landscape architectural schematic design generally commences at the start of the architectural design development phase of work.

After schematic design review BBA will incorporate client comments into the next phase of work. **Any further revisions to the design will constitute an additional service.**

Deliverables:

- Development of site amenity areas (up to two options)
- Image boards to reflect overall design theme
- Preliminary plant palette with plant images
- Conceptual hardscape material selections
- One (1) rendered site plan

Meetings: BBA will attend weekly meetings, one (1) per week, associated with this phase.

Design Development

Upon approval of the project’s previous phase, BBA will provide design services for the project’s site hardscape and landscape planting to meet local jurisdictional requirements. Services include preparing preliminary hardscape and landscape plans, plant lists, planting details, and technical specifications.

Deliverables:

- Hardscape Plan
- Hardscape and Finish Material Schedule
- Preliminary Hardscape Details
- Preliminary Planting Plans
- Plant List & Schedule
- Planting Details
- Site Furnishing Layout

Meetings: BBA will attend weekly meetings, one (1) per week, associated with this phase.

Submittals: *One (1) submittal, 100% DD*, is included with this phase of work. Progress sets beyond the scheduled phase submittal can be offered as an additional service.

Construction Documents

Prepare plans and details to include:

- Site Hardscape and Hardscape Details for the project’s hardscape elements related to exterior amenity areas. Vehicular pavement, such as roadways, drives, and service areas will be provided by others.
- Site Grading: BBA will assist the project civil engineer in the development of site grading for at grade pedestrian areas such as courtyards and plazas but assumes all preliminary and final topographic controls will be documented on the civil engineer’s plans. BBA will coordinate all raised courtyard areas with the structural engineer including plant selections and soil weights. BBA will not provide grading for elevated decks but will assist the architects and engineers with preferred drain locations.
- Site Layout: Construction level layout plans for the site hardscape elements related to the landscape scope.
- Planting Plans: BBA will provide Construction Documents design services for the project’s exterior site landscape plantings. Planting plans will show intended plant material location, plant schedule showing size and drought tolerance, and details.
- Irrigation Plans: Baker Barrios, in conjunction with its sub-consultant, will provide irrigation construction documents for the exterior site irrigation
- Site Furnishings: BBA will provide design for the project’s exterior site furnishings defined as benches, trash receptacles, and landscape pots. Services include preparing plans and product selections for site furnishings. All pool deck furniture such as chaise lounges, tables, and chairs will be the responsibility of the project’s interior designer.
- Landscape Lighting: BBA will provide design services for the project’s site lighting defined as pedestrian pathway pole lights, landscape up lights, bollards, and courtyard area lighting. Services for the site lighting include the preparation of schematic plans with product cut sheets. The project’s lighting designer/engineer shall be responsible for preparing construction documents and construction phase services for all site lighting.

Meetings: BBA will attend weekly meetings, one (1) meeting per week, associated with this phase.

Landscape Architecture Services – Exhibit “C”
Bob Carr Adaptive Reuse
BBA Project Number: 240011.00
June 14, 2024
Revised October 31, 2024
Page 4 of 5

Submittals: *One (1) Bid Set and one (1) Permit Set* is included with this phase of work. Progress sets beyond the scheduled phase submittal can be offered as an additional service.

Bidding & Permitting

Baker Barrios Architects, Inc. (Landscape Architecture Dept.) will assist with the review of bidders’ questions applicable to the landscape scope of work and provide appropriate responses in a timely manner.

The base scope of services includes two (2) rounds of comment responses. Should additional review cycles be required, additional services may be incurred.

Meetings: BBA will attend *one (1)* meeting with this phase.

Construction Phase Services

Construction phase services are provided as an hourly service. Services during the Construction Phase shall include reviewing shop drawings, submittals, and responding to RFI’s associated with the landscape scope of work. One (1) site visit is included and is to be conducted at substantial completion. Additional site visits are not included but can be offered as an additional service.

Monument Sign (Optional Service)

- Design one (1) monument sign for project entrance.
- Provide design documents for construction with material callouts
- Brand logo design and graphics by others; Owner to coordinate

Assumptions and Exclusions

Services not included in this proposal and will be provided by others on the project design team include:

- Site surveying
- No MPB or entitlement plans are provided with this proposal
- No concept level plan is provided with this proposal
- Structural Engineering
- Retaining wall design
- Agronomy and soil testing
- Offsite improvements
- Lighting design/Photometrics
- Audio Visual design
- Pool design or engineering
- Water feature engineering
- Fountains and water features associated with stormwater ponds
- Private patios, porches, and balconies are excluded.

- **Phased plans are excluded**
- Only ground floor amenities are included
- Site Signage and Graphic Design
- Monument Sign Design (offered as an additional service)
- **Tree Survey/Assessment/Mitigation**
- Environmental assessments and/or mitigation is not included
- Cost Estimates are not included
- Elevations and renderings are not included
- Interior landscaping
- Value Engineering (VE) exercises are considered an additional service

Design direction, Programming, and Development: Project design direction, approval, programming, and development will be accomplished through continual direct interaction between the Owner’s designated Representative, and the Design Team, and done in a timely manner to allow Baker Barrios to complete its work and meet the project schedule’s milestones and completion deadlines.

Plan Changes: Significant changes to the site plan or program elements that affect the exterior area development scope will result in an additional service.

Permit Processing: Documents will be provided by BBA for permitting, but meetings with permitting officials and submission of permitting plans is not part of this scope of work. Attendance at any city, county, or other agency meetings will be billed hourly in accordance with the rate schedule set below.

Compensation – Bob Carr Adaptive Reuse

We propose to provide the services outlined above per the attached Exhibit “A,” Fee Matrix.

Optional Additional Services

Entitlement/MPB Plans*:	TBD
Entry Monument Design*:	\$6,500
Site Visits:	\$500/pp/each
Additional Rendered Site Plan:	\$2,000/each
Perspective Images:	\$3,000/each
Progress Sets:	\$2,500/each

* If these services are performed by the owner’s consultants, BBA will coordinate for inclusion in the permit documents.

EXHIBIT II -- TRUTH-IN-NEGOTIATION CERTIFICATE

ARCHITECT hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the ARCHITECT pursuant to this Contract for the Work and Services as set forth herein, are accurate, complete, and current at the date of the Contract's execution.

Baker Barrios Architects, Inc.

By: _____

(Type or Print Name)

(Title)

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____

EXHIBIT III -- Human Trafficking Affidavit

The undersigned, on behalf of Architect, hereby attests as follows:

- A. Architect understands and affirms that Section 787.06(13), Florida Statutes, prohibits Orlando and the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
 - **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **“Labor”** means work of economic or financial value.
 - **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Architect hereby attests, under penalty of perjury, that Architect does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Architect. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Authorized Signature: _____ **Date:** _____
 Architect: _____
 Printed Name: _____
 Title: _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

 Name of Notary
 Typed, Printed or Stamped

My Commission Expires: _____

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: Contract between the City, CRA, and Baker Barrios Architects, Inc. for Architectural, Interior Design, Landscape Architecture, and Engineering services for the Bob Carr adaptive reuse project.

Expenses

Will the action be funded from the Department's current year budget? Yes No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s).

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$	\$
Operating/Capital	\$4,818,706	\$0
Total Amount	\$4,818,706	\$0

Comments (optional):

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? Yes No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	CRA	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	CRA0021 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$4,818,706	\$0	\$0