

AGREEMENT

between

**CITY OF FORT LAUDERDALE**

and

**ARCADIS, U.S., INC.**

for

**Construction Engineering and Inspection (CEI) Services Related to the Rehabilitation or Replacement of 48-Inch and 54-Inch Force Main Along SE 9<sup>th</sup> Avenue and 10<sup>th</sup> Avenue to the George T. Lohmeyer Wastewater Treatment Plant**

Request for Qualifications (RFQ) Event No. 253

## AGREEMENT

THIS IS AN AGREEMENT made and entered into this \_\_\_\_day of \_\_\_\_\_, 2024, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality  
(hereinafter referred to as "CITY" or "Parties")

and

ARCADIS U.S., INC., a Delaware Corporation  
authorized to transact business in the State of Florida  
(hereinafter referred to as "CONSULTANT")  
(collectively "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of September 3, 2024, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Construction Engineering and Inspection (CEI) Services for the Rehabilitation or Replacement of 48-Inch and 54-Inch Force Main along SE 9<sup>th</sup> Avenue and SE 10<sup>th</sup> Avenue to George T. Lohmeyer Wastewater Treatment Plant, RFQ Event No. 253, incorporated herein (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 ADDITIONAL SERVICES: Services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit "A" Scope of Services.
- 1.2 AGREEMENT: Means this document between the CITY and CONSULTANT dated \_\_\_\_\_, 2024 and any duly authorized and executed Amendments to Agreement.
- 1.3 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work described in this Agreement and listed in Exhibit "A" Scope of Services.
- 1.4 CHANGE ORDER: A written order to the CONSULTANT, executed by both Parties, and

approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.10 CONSULTANT: ARCADIS U.S., INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works Department Director for the City of Fort Lauderdale, or his or her designee. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator, made within the scope of his/her authority.
- 1.12 CONTRACT DOCUMENTS: Any or all of the following documents: the Solicitation RFQ Event No. 253, this Agreement, all Exhibits attached to this Agreement, City approved Change Orders, addenda or amendments to all related documents to the Change Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, and CONSULANT's response to City of Fort Lauderdale RFQ Event No. 253.
- 1.13 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY to perform the construction services required to complete the Project.
- 1.14 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.
- 1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered

where additional costs are incurred.

- 1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.21 PROJECT: The CEI Services set forth in a specific task order's scope of work. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for the Project.
- 1.22 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.23 SUBCONTRACTOR/SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for a contractor another subcontractor in exchange for salary, wages, or remuneration.
- 1.24 SUBSTANTIAL COMPLETION: The CITY will consider the Work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.26 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task

Order.

ARTICLE 2  
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective Parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2023), CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2023), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3  
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Construction Engineering and Inspection (CEI) Services related to the Rehabilitation and Replacement 48-Inch and 54-Inch Replacement- SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to George T. Lohmeyer Wastewater Treatment Plant as more specifically described in Exhibit "A" Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar firms. No other warranties, express or implied, are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project, which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the scope of services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the Contract Administrator before proceeding with the work. Notice to the Contract Administrator does not constitute authorization or approval by the CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing prior to its commencement. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract

Administrator does not constitute authorization or approval by the CITY to perform the work. Performance of work by CONSULTANT without prior written CITY approval is at CONSULTANT's sole risk.

- 3.3 Exhibit A identifies the services related to this Agreement. CITY may select the type, amount, and timing of services under a Task Order executed by CONSULTANT and CITY, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 8. CITY and CONSULTANT may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, CITY shall have the right to terminate negotiations at any time at no cost to County and procure services for other project phases from any other source.
- 3.4 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to a project, including previous reports and any other data relative to a project. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its Services. CITY shall review any itemized deliverables and documents required to be submitted by CONSULTANT and respond in writing with any comments within the time set forth in the applicable Task Order. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any material defect in the work of CONSULTANT or Subconsultants, or other material development that affects the scope or timing of CONSULTANT's Services.

#### ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2023), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

#### ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid

conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved and fully executed Change Orders, Addendums or Amendments to all related documents.

Second priority: This Agreement.

Third priority: City of Fort Lauderdale Request for Qualifications Event No. 253.

Fourth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications Event No. 253.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

## ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The

CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after CITY Commission approval, to issue a new Task Order for the uncompleted work to another CONSULTANT using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7  
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.



- 7.6 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

ARTICLE 8  
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not-to-Exceed Amount of **Two Million Five Hundred and One Thousand Four Hundred Eighty-Nine Dollars and Fifty Cents (\$2,501,489.50)** as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A Not-to-Exceed proposal shall be accompanied by CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

- 8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices

are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

### 8.3 METHOD OF BILLING

#### 8.3.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in

the Exhibit "A" Scope of Services or Task Order, contain a project number, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. CONSULTANT will be reimbursed for the subconsultant fees only; no markup fee from CONSULTANT is permitted on any subconsultant fees. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

#### 8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2023), as may be amended or revised, provided, however, complete and error free pay application is submitted. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

8.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

8.4.4 The CITY shall make payment to the CONSULTANT through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases for this Agreement will be made utilizing the City's P-Card. CONSULTANT will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, CONSULTANT must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the CONSULTANT'S participation in this purchasing program shall be borne by the CONSULTANT. The City reserves the right to revise this program as necessary.

#### 8.4.5 Payment Card Industry (PCI) Compliance

CONSULTANT agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

CONSULTANT and/or any SUBCONSULTANT that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the Agreement.

ARTICLE 9  
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.
- 9.3 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 9.3.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 9.3.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 9.3.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all

unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 10  
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT shall fully perform all duties and responsibilities as set forth in Exhibit A, "Scope of Services" for all phases of the Project.
- 10.2 The CONSULTANT shall perform all general services as set forth in Section 1.3.1 of Exhibit A.
- 10.3 The CONSULTANT shall perform all pre-construction phase services as set forth in Section 1.3.2 of Exhibit A.
- 10.4 The CONSULTANT shall perform construction administration services during the construction phase as set forth in Section 1.3.3 of Exhibit A.
- 10.5 The CONSULTANT shall perform all post construction phase services as set forth in Section 1.3.4 of Exhibit A.
- 10.6 The CONSULTANT shall provide all deliverables, including, but not limited to, a variety of agenda, minutes, logs, documented opinions, correspondence, reviewed shop drawings redlined drawings, photos, videos, approved items throughout the construction and warranty period.

ARTICLE 11  
CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 12  
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2023). They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.26. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

12.2.1 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

12.2.2 Notice of termination shall be provided in accordance with Section 12.26, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.26, NOTICES.

12.2.3 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 12.1 of this Agreement is provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed or not accepted.

12.2.4 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement only based upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes (2023)), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or

three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

#### 12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

#### 12.5 MINORITY AND DISADVANTAGED PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods



and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

## 12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

## 12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultant's proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

- WIRX Engineering LLC
- Stoner & Associates, Inc.

## 12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the CITY, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, its elected and appointed officials, and its agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 12.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

## 12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2023), or to extend the CITY's liability beyond the limits established in said Section 768.28, Florida Statutes (2023); and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

## 12.11 INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

#### Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statutes.

The CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

## Insurance Certificate Requirements

- a. The CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The CITY shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

### The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Avenue  
Fort Lauderdale, FL 33316

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is the CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

## 12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

## 12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence,

conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### 12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related

to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this section.

#### 12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election



to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

#### 12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation, and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT's response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

#### 12.26 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested or by recognized

overnight or express delivery service, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Kristen Jaggard  
Project Manager II  
City of Fort Lauderdale  
101 Northeast 3<sup>rd</sup> Avenue, Suite 1420  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5663  
Email: [kjaggard@fortlauderdale.gov](mailto:kjaggard@fortlauderdale.gov)

With a copy to: City Manager  
City of Fort Lauderdale  
101 Northeast 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, FL 33301

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, FL 33301

CONSULTANT: Gus Suarez, Vice President  
Arcadis U.S., Inc.  
4300 West Cypress Street, Suite 450  
Tampa, FL 33607

#### 12.27 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

#### 12.28 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

#### 12.29 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### 12.30 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT possesses current, valid state and/or local licenses to perform the work, and that its services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

#### 12.31 TRUTH-IN-NEGOTIATION CERTIFICATE

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

#### 12.32 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

#### 12.33 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the CITY of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

## 12.34 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

## 12.35 PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

CONSULTANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.

4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### 12.36 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### 12.37 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

#### 12.38 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly

authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

### 12.39 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (“Section 2-187”).
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.

### 12.40 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees within three business days after the first day that the new employee begins working for pay as required by 8 C.F.R. Part 274a.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the

contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Section 448.095(5)(c)1. or Section 448.095(5)(c)2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for all of its subcontractor's compliance with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

#### 12.41 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**CITY**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By: \_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and Correctness:  
Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONSULTANT**

WITNESSES:

ARCADIS U.S., INC., a Delaware corporation authorized to transact business in the State of Florida.

\_\_\_\_\_

By: \_\_\_\_\_  
GUS SUAREZ  
Vice President

\_\_\_\_\_  
Print Name

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Gus Suarez**, as **Vice President**, for Arcadis U.S., Inc., a Delaware corporation authorized to transact business in the State of Florida.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

### **1.1 Purpose**

The City of Fort Lauderdale is seeking the services of a qualified consulting firm to provide Construction Engineering and Inspection (CEI) Services related to the Rehabilitation or Replacement of 48"/54" Force Main along- SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL. Section 3.3 contains a list of services that may be required. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by CEI consultants, and for which the firm(s) are experienced, qualified, and able to perform.

#### **1.1.1 Rehabilitation or Replacement of 48"/54" Force Main along SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL**

The purpose of this project is for the rehabilitation or replacement of approximately 15,150 feet of existing 48-inch and 54-inch force main complete with all tie-ins and subsequent surface restoration to existing or better conditions. This existing force main, when still active, conveyed raw wastewater from the Galleria Mall area towards the George T. Lohmeyer Wastewater Treatment Plant (GTL WWTP). After the force main broke in December of 2019, part of this existing force main, the Tarpon River crossing section, was abandoned. As a result, the Project will also include approximately 8,220 linear feet of new 48-inch force main. Taken together the Project is a total of approximately 23,370 liner feet of new or rehabilitated pipe.

### **1.2 Scope of Services**

The City of Fort Lauderdale is seeking Statements of Qualifications from qualified CEI firms in response to this Request for Qualifications for the purpose of managing the construction of the following Project: Rehabilitation or Replacement of 48"/54" Force Main along SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL (Project No. P12799).

### **1.3 Consultant CEI Firm's Requirements, Responsibilities & Services**

for the Rehabilitation or Replacement of 48"/54" Force Main along SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL Project will be required to perform services as requested in assisting the City with implementing the combined Project.

#### **1.3.1 General:**

The CEI Services (CEI) for Rehabilitation or Replacement of 48"/54" Force Main along SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL Project will consist of those services performed by the CEI firm and subconsultants enumerated in the

Agreement between the City and the CEI Firm. Duties may include, but will not necessarily be limited to:

- A. Acting as the City's representative and agent relative to the entire project.
- B. Providing sufficient organization, personnel and management to carry out the requirements of the Agreement in an expeditious and economical manner consistent with the interests of the City.
- C. Possessing credentials from the State of Florida, certifying that both the firm and the key individuals are currently in good standing as a licensed Architect or Engineer throughout the duration of this Agreement.
- D. Acting as the City's representative and agent relative to the entire Project.
- E. Providing sufficient organization, personnel and management to carry out the requirements of the Agreement in an expeditious and economical manner consistent with the interests of the City.
- F. Possessing credentials from the State of Florida, certifying that both the firm and the key individuals are currently in good standing as a licensed Architect or Engineer throughout the duration of this Agreement.
- G. Employees on site need to have a picture badge by their employer and be able to read, write and speak English. Employees must wear appropriate safety gear (PPE) at all times while on the Project.
- H. CEI team to be trained as well as the consultant's staff in ISO 9001 and ISO 14001 in order to comply with the requirements the City has put in place.

### **1.3.2 Pre-Construction Phase:**

The pre-construction phase will commence upon issuance of the Notice to Proceed from the City to the CEI firm and will end when the Contractor commences the Work shown in the Project documents, excluding mobilization and establishment of site offices. The Construction Engineering and Inspection Services firm duties during this phase may include but will not be limited to:

- A. Evaluation of the Contractor's bid to determine its adequacy regarding completing the Project.
- B. Providing and establishing a temporary construction site office and coordinating with the City and Contractor for location of such office, allocation for private vehicles needs to be made due to the limited parking space on site. The CEI firm shall be responsible for all permits, utility hook ups and coordination necessary to establish the construction site office. If a site office is not feasible, the CEI firm shall rent office space off site and near the Rehabilitation or Replacement of 48"/54" Force Main along SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL Project site; however,

the CEI firm must maintain adequate staffing levels on site any time the Contractor is conducting work or other major activities.

- C. Providing recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- D. Reviewing the project baseline schedule provided by the Contractor and providing comments to the City as to its reasonableness. The CEI firm shall highlight the City's and Contractor's responsibilities that are considered critical and include long-lead-time items. In concert with the Contractor's schedule, the CEI firm shall provide and periodically update their staffing plan to adequately handle the workload created by meeting the project requirements and attending to the contractor's work items.
- E. Consulting with the City regarding the construction documents and making recommendations whenever design details adversely affect constructability, cost or schedules.
- F. Providing recommendations and information to the City regarding the allocation of responsibilities for safety programs with the Contractor.
- G. Selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the project.
- H. Providing an analysis of the types and quantities of labor required for the project and reviewing the availability of appropriate categories of labor required for critical phases. As part of this task, the CEI firm shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- I. Reviewing and advising the City on the acceptability of subcontractors and material suppliers proposed by Contractors.
- J. Assisting the City in obtaining special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The CEI firm shall verify that the City has paid applicable fees and assessments. The CEI firm shall file documents required for the approvals of governmental authorities having jurisdiction over the Project.
- K. Reviewing Design deliverables 60%, 90%, 100% for Contractual compliance. CEI must assure submittals have incorporated all requirements set forth by permitting, code and environmental compliance as set in the Design Criteria Package.
- L. Review Administrative and technical submittals as necessary during the design phase.

### 1.3.3 Construction Phase - Administration of the Construction Contract:

The construction phase will commence with the Contractor beginning the Work shown in the contract documents except for mobilization and establishing site offices and will end 60 days after final payment is received by the Contractor. The CEI firm shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the CEI firm and the City to endeavor to manage the project in accordance with the latest approved estimate of construction cost, the project schedule and the contract documents. Construction Engineering and Inspection Services (CEI) firm responsibilities during this phase may include but will not be limited to the following items:

- A. Scheduling and chairing construction progress meetings including the pre-construction meeting. This includes providing agendas and minutes for meetings. The CEI firm shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The CEI firm shall prepare and promptly distribute minutes to the City and Contractor by the following week.
- B. Creating, maintaining and distributing logs for permits, RFIs, submittals, shop drawings, samples, action items, tests, claims, change orders, errors/omissions and unforeseen conditions issues.
- C. Maintaining and distributing all project related documentation including overall Project files, including digital (PDF) and hard copies of all relative correspondence.
- D. Reviewing and tracking Contractor schedule updates and updating the CEI firm staffing plan. If an update indicates that the previously approved project construction schedule may not be met, the CEI firm shall recommend corrective action to the City.
- E. Advising the City if it appears that the construction cost may exceed the latest approved project budget and making recommendations for corrective action.
- F. Providing advice to obtain satisfactory performance from the Contractor and recommending courses of action to the City when requirements of the contract are not being fulfilled.
- G. Monitoring construction cost and showing actual costs for activities in progress and estimates for uncompleted tasks.
- H. Developing cash flow reports and forecasts for the project and advising the City as to variances between actual and budgeted or estimated costs.
- I. Maintaining accounting records on authorized work performed under unit costs, additional work performed based on actual costs of labor and materials, and other work requiring accounting records.
- J. Developing and implementing procedures for the review and processing

of applications by the Contractor for progress and final payments.

- K. Tracking Contractor's Applications for Payment through City's Finance and Procurement staff as necessary to ensure timely and accurate payment.
- L. Monitoring the development of "As-Built" documents and confirming that updates are made prior to recommending approval for Contractor's Applications for Payment.
- M. The CEI firm shall determine in general that the work of the Contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the City against defects and deficiencies in the work. As appropriate, the CEI firm shall have authority, upon written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. The CEI firm, in consultation with the City, may reject work which does not conform to the requirements of the contract documents.
- N. Establishing and implementing procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. The CEI firm shall review all shop drawings, product data, samples, testing results and other submittals from the Contractor. The CEI firm shall coordinate submittals with information contained in related documents and transmit to the City those which have been approved by the CEI firm. The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- O. Providing recommendations and information to the City regarding the assignment of responsibilities for temporary project facilities and equipment, materials and services for use of the Contractor. The CEI firm shall verify that such requirements and assignment of responsibilities are included in the contract documents.
- P. Providing general construction inspection services documented in pictures and video recordings in addition to written reports.
- Q. Providing special building inspection services for engineering specialties as required.
- R. Providing supplementary design and/or drafting services if so, requested by the City.
- S. Monitoring and documenting the Contractor's compliance with applicable laws and standards.
- T. Reviewing Contractor redlines and maintaining and keeping track of such records.
- U. Keeping the visitor log for the project site.
- V. Creating and maintaining a log of Notice to Owner documents and liens.

- W. Conducting safety training in addition to Contractor provided training required by the construction contract. Any visitor/worker at GTL must attend both the Risk Management Training as well as ISO 14001 training.
- X. Reviewing the contractor's access control plan and contractor's adherence to their plan.
- Y. Reviewing and approving the contractor's risk management plan to ensure it is adequate and addresses all necessary items, including medium voltage (5kV) power and equipment.
- Z. Ensuring compliance with material storage rules and monitoring hazardous material storage practices.
- AA. Scheduling, observing and documenting startup and testing of utilities, operational systems and equipment with the City's maintenance personnel.
- BB. Providing witness services for offsite tests.
- CC. Reviewing and tracking Contractor work progress, value, quality and conformance.
- DD. Recording the progress of the Project. The CEI firm shall submit written progress reports to the City including information on Contractor's work, as well as the entire Project, showing percentages of completion. The CEI firm shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers identification of equipment, materials used, work accomplished, testing performed, problems encountered and/or any events that impact the project, as well as other similar relevant data as the City may require.
- EE. Checking the contractor's pay applications and providing opinions on the accuracy compared to work completed and certifying the amounts due the Contractor. The CEI firm's certification for payment shall constitute a representation to the City, based on the CEI firm's determinations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the CEI firm's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the CEI firm. The issuance of a Certificate of Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- FF. Coordinating Contractor activities with the City's required activities necessary to operate and maintain the active water treatment facility and advising on potential conflicts or impacts.



- GG. Providing responses to Contractor requests for information. The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- HH. Coordinating use of work/staging/storage areas.
- II. Arranging for delivery, storage, protection and security of City-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the project and coordinating installation of all City-purchased materials, systems, and equipment that are part of the project.
- JJ. Relaying and documenting receipt of City policy or requirements to the Contractor and tracking the Contractor's adherence to policies and requirements.
- KK. Reviewing and providing opinions on Contractor claims and negotiating Contractor's proposals, submitting recommendations to the City and if they are accepted, preparing change orders and construction change directives which incorporate the modifications to the contract documents for City approval.
- LL. Providing interpretations of the construction contract documents and assisting in the resolution of questions that may arise. The CEI firm shall assist the City in the review, evaluation and documentation of claims.
- MM. Maintaining project files (permits, licenses, insurance inspection reports, correspondence, meeting agenda and minutes, etc.) at the project site, available for City inspection. The CEI firm shall maintain at the project site for the City one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The CEI firm shall maintain records in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CEI firm shall make all such records available to the City and upon completion of the project shall deliver them to the City.
- NN. Reviewing Contractor designs and make recommendations.
- OO. The CEI firm shall assist the City in the review, evaluation and documentation of Claims.
- PP. Coordinating and scheduling testing services in concert with construction work.
- QQ. Monitoring, ensuring and documenting that the Contractor obtains all required governmental and regulatory inspections and approvals.
- RR. Issuing project correspondence (field directive, cure letter, notice of noncompliance, rejected pay application, etc.). The CEI firm's actions

shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.

- SS. Preparing cost estimates for alternate proposed work or change order work.
- TT. Tracking inspections for City building permits.
- UU. Conducting inspections with the City to determine whether the work or designated portion thereof is substantially complete and preparing certificate(s) of substantial completion for portions or components of facilities as they are completed and placed in useful service. When the CEI firm considers Contractor's work or a designated portion thereof substantially complete, the CEI firm shall, jointly with the Contractor, prepare for the City a list of incomplete or unsatisfactory items and a schedule for their completion.
- VV. Coordinating the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, the CEI firm shall prepare project punch lists as portions of the project are finished and track and document completion of punch list items. The CEI firm shall evaluate the completion of the Contractor's work and make recommendations to the City when work is ready for final inspection. The CEI firm shall assist the City in conducting final inspections and issuing Final Completion notices to the Contractor.
- WW. Securing and transmitting to the City warranties and similar submittals required by the contract documents for delivery to the City and delivering all keys, manuals, record drawings and maintenance stocks to the City. The CEI firm shall forward to the City a final project application for payment upon compliance with the requirements of the contract documents.
- XX. Scheduling, observing and documenting control system testing and startup.
- YY. Providing specialists experienced to oversee technical activities described in the contract documents.
- ZZ. Coordinating preparation/collection/review of operation and maintenance manuals and incorporating such documents into an organized library to be provided to the City's plant manager. Coordinating with the City's plant manager for required format and storage location of such library.
- AAA. Scheduling and documenting Contractor provided training for City staff.
- BBB. Applying for permit closeouts, certifications etc. not applied for by the Contractor and tracking permit closeouts, certifications, etc. that are the Contractor's responsibility.

#### 1.3.4 Post Construction phase:

Construction Engineering and Inspection Services (CEI) for the **Rehab. 48"/54" Replacement – SE 9th and 10th Ave to GTL** Project firm, shall assist the City in closing out the project and performing warranty inspections. The closeout tasks shall include but not be limited to:

- A. Securing and transmitting all project related files to the City. The Organization of all final files shall be established in coordination with City Project Manager and CEI firm and then be disseminated amongst all interested parties.
- B. Preparing project record drawings that are compliant with the City's CADD standards.
- C. Conducting Warranty Inspections, noting' deficiencies and tacking Contractor and subcontractor progress in correcting deficient items.
- D. Assisting the City with the submittal of any warranty claims.
- E. Upon completion of the Project, issue a report identifying any issues which may need to be corrected for future projects.

#### 1.4 **Deliverables**

Deliverables will include a variety of agendas, minutes, logs, documented opinions, correspondence, reviewed shop drawings, redlined drawings, photos, videos, approved items, etc. throughout the construction and one-year warranty period.

#### 1.5 **Schedule**

The selected DBF is expected to complete the Project as expeditiously as possible. The milestones are as followed:

1. The Work shall be Substantially Completed on or before April 3, 2026; the work for Phase D (Bid Alternate) shall be Substantially Completed on or before July 3, 2026, after the date when the Contract Time commences to run as provided in the Notice to Proceed.
2. The Work for all phases shall be finally completed and accepted on or before August 31, 2026, and ready for final payment in accordance with this Agreement when the Contract Time commences to run as provided in the Notice to Proceed.

#### 1.6 **Project Description**

- 1.6.1 This Project will impact multiple locations including, Galleria Mall areas going South through Tarpon River and concluding at the George T. Lohmeyer Wastewater Treatment Plant (GTL WWTP)

- 1.6.2 Paragraph 6(e) of the Amended Consent Order dated October 12, 2020, requires the City to complete the following force main rehabilitation projects no later than September 30<sup>th</sup>, 2026: “SE 10th Avenue.”

The CITY has elected to move forward with the rehabilitation project via a design-build project delivery approach.

- 1.6.3 The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design Build Firm (DBF) responsible for the design, permitting, construction, testing and startup of the Rehab. 48”/54” FM Replacement - SE 9th and 10th Ave to GTL Project.

- 1.6.4 The purpose of this Project is for the rehabilitation or replacement of approximately 15,150 feet of existing 48-inch and 54-inch force main complete with all tie-ins and subsequent surface restoration to existing or better conditions. This existing force main, when still active, conveyed raw wastewater from the Galleria Mall area towards the George T. Lohmeyer Wastewater Treatment Plant (GTL WWTP). After the force main broke in December of 2019, part of this existing force main, the Tarpon River crossing section, was abandoned. As a result, the Project will also include approximately 8,220 linear feet of new 48-inch force main. Taken together the Project is a total of approximately 23,370 liner feet of new or rehabilitated pipe.

- 1.6.5 The Project includes the design, permitting, construction, testing, and startup of all the phases shown below (A, B, C and D). The Design portion of the Project will incorporate all the phases as part of the base bid. The bid alternate included in this Project is solely for the construction portion and related activities of Phase D.

a. Phase A – New 48-inch Force Main:

- i. Approximately 8,100 linear feet of new 48-inch force main along SE 15<sup>th</sup> Street, Miami Road, Davie Boulevard, SE 3<sup>rd</sup> Avenue, and SE 6<sup>th</sup> Street. This alignment is proposed to utilize a combination of open-cut and trenchless construction, or other methods as proposed by the DBF.
- ii. Approximately 120 feet of a new 48-inch force main subaqueous crossing under the Himmarshee Canal utilizing a combination of open-cut and trenchless construction, or other method as proposed by the DBF.
- iii. The installation of 48-inch isolation and air release valves to the new pipeline as necessary and as indicated herein.
- iv. The reinstatement of connections to other force mains as necessary and as indicated herein.

b. Phase B – Rehabilitation of existing Force Main in the Roadway:

- i. Approximately 14,200 linear feet of rehabilitation by means of

compression fit lining or other methods as proposed by the DBF to the existing 48-inch and 54-inch ductile iron force mains along SE 10<sup>th</sup> Avenue, SE 9<sup>th</sup> Avenue, NE 10<sup>th</sup> Avenue, NE 4<sup>th</sup> Street, NE 14<sup>th</sup> Avenue, NE 9<sup>th</sup> Street, NE 18<sup>th</sup> Avenue, and NE 9<sup>th</sup> Place.

- ii. The reinstatement and/or installation of 54-, 48-, 36-inch and smaller isolation valves and air release valves to the rehabilitation pipelines as necessary and as indicated herein.
- iii. The reinstatement of connections to other force mains as necessary and as indicated herein.

c. Phase C – Rehabilitation of existing Force Main under the New River:

- i. Approximately 300 linear feet of rehabilitation by means of cured-in-place lining or other methods as proposed by the DBF to the existing 48-inch ductile iron force main under the New River.
- ii. The reinstatement of connections to other force mains as necessary.

d. Phase D (Bid Alternate) – Rehabilitation of existing Force Mains under the Middle River

- i. Approximately 650 linear feet of rehabilitation by means of cured-in-place lining or other methods as proposed by the DBF to the existing 48-inch ductile iron force main under the Middle River.
- ii. Providing and installing one new 42-inch valve on the existing 42-inch force main in Middle River Drive just north of NE 9<sup>th</sup> Avenue and the existing 20-inch connection.
- iii. The reinstatement of connections to other force mains as necessary.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Event No: 253

Event Title: CEI Services related to the Rehabilitation of 48"/54" Force Main –  
SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL

Consultant Name: ARCADIS U.S., INC. (Prime)

Description	Hourly Rate
Principal in Charge / Senior Technical Expert (PE) / QAQC	\$ 240.00
Technical Expert (PE) / QAQC	\$228.00
Principal Engineer (PE)	\$ 230.00
Senior Engineer (PE)/Project Manager	\$ 215.00
Senior Engineer (No PE)	\$ 178.00
Project Engineer	\$ 130.00
Senior Designer	\$ 125.00
Staff Engineer	\$ 105.00
Jr. Engineer	\$ 95.00
Draftsman	\$ 95.00
CADD Operator	\$ 95.00
Senior Level Scheduler/Estimator	\$ 230.00
Mid-Level Scheduler/Estimator	\$ 170.00
Jr. Level Scheduler/Estimator	\$ 123.00
Senior Construction Manager (NASSCO or CCM)	\$ 188.00
Construction Manager (No PE)	\$ 150.00
Senior Inspector	\$ 135.00
Inspector	\$ 110.00
Clerical	\$ 65.00

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

Event No: 253

Event Title CEI Services related to the Rehabilitation of 48"/54" Force Main – SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL

Subconsultant Name: WIRX ENGINEERING LLC

Description	Hourly Rate	
Principal Engineer (PE)	\$	220.00
Senior Engineer (PE)/Project Manager	\$	170.00
Staff Engineer	\$	105.00
Senior Inspector	\$	135.00
Inspector	\$	95.00
Draftsman	\$	90.00
CADD Operator	\$	75.00
Clerical	\$	65.00
Staff Geophysicist	\$	125.00
Senior Geophysicist	\$	150.00
Principal Geologist	\$	151.00
Senior Geologist	\$	139.00
Staff Geologist	\$	110.00
Geologist Technician	\$	80.00
Principal Hydrogeologist	\$	185.00
Hydrogeologist	\$	150.00
Hydrogeologist Technician	\$	80.00
<b>A. Field Services</b>		
Description	Unit of Measure	Rate
Truck Mounted Test Borings 0-50 ft.	LF	\$ 14.00
Truck Mounted Test Borings 50-100 ft.	LF	\$ 16.00
Truck Mounted Test Borings 100-150 ft.	LF	\$ 24.00
Casing 0-50 ft.	LF	\$ 8.50
Casing 50-100 ft.	LF	\$ 10.00
Casing 100-150 ft.	LF	\$ 11.15
Borehole Grout 0-50 ft.	LF	\$ 6.21
Borehole Grout 50-100 ft.	LF	\$ 7.41
Borehole Grout 100-150 ft.	LF	\$ 9.09
	LF	

Description	Unit of Measure	Rate
Crew and Equipment Mobilization	ECH	\$ 350.00
SFWMD Exfiltration Test (to 15 ft.)	PER TEST	\$ 400.00
Double Ring Infiltration Tests	PER TEST	\$ 624.00
Field Technician for Layout/Utility Clearance	PER HOUR	\$ 75.00
Field Density Tests (Nuclear, minimum of 5 tests)	PER TEST	\$ 32.00
Asphalt Coring and Patching	PER CORE	\$ 75.00

### **B. Laboratory Testing**

Description	Unit of Measure	Rate
Modified Proctor (ASTM D 1557)	PER TEST	\$ 139.00
Standard Proctor (ASTM D 698)	PER TEST	\$ 125.00
Atterberg Limits Determination (LL, PL)	PER TEST	\$ 75.00
Sieve Analysis (Washed over #200 sieve)	PER TEST	\$ 75.00
Organic Content (by heating)	PER TEST	\$ 50.00
Moisture Content Determination	PER TEST	\$ 25.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	ECH	\$ 15.00
Special capping for irregular surface (If required)	ECH	\$ 20.00
Trimming for capping (If required)	ECH	\$ 20.00
Concrete core, measurement and strength	ECH	\$ 45.00
Compressive Strength of 3x6 inch Grout Prism	ECH	\$ 22.00
Compressive Strength of 2-inch Mortar Cube of 3 inch Cylinder	ECH	\$ 17.00



**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

Event No: 253

Event Title: CEI Services related to the Rehabilitation of 48"/54" Force Main – SE 9<sup>th</sup> and 10<sup>th</sup> Avenue to GTL

Subconsultant Name: STONER & ASSOCIATES., INC.

<b>Surveying Services</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Rate</b>
Project Manager/PE/PLS	PER HOUR	\$ 165.00
Sr. Professional Land Surveyor	PER HOUR	\$ 100.14
Project Manager	PER HOUR	\$ 79.64
Field Crew Supervisor	PER HOUR	\$ 79.64
Survey/CAD Technician	PER HOUR	\$ 59.17
Survey Crew (3 Person)	PER HOUR	\$ 157.39
Administrative	PER HOUR	\$ 65.00