



1) ORIGINATING OFFICE:	VIEW AND/OR SIGNATURE COVERSHEET				
Routing Start Date: 3/28/2025	■ Agenda Item □ Non-Agenda Item				
	al Engineering Services for the Tarpon River and Shady Banks Neighborhood				
Improvements – Kimley-Horn and Associates, Inc					
Commission Mtg. Date: 3/18/2025	CAM #: 25-0145				
Routing Origin: Finance Department - Procurer	nent DivisionCAM attached: ■Yes □No				
Router Name: Shamori Aldridge	Ext: 6238 Action Summary attached: ■Yes □No				
CIP FUNDED: ■ YES □ NO	Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. etc. Term "Real Property" include land, real estate, realty, or real.				
2) CITY ATTORNEY'S OFFICE (CAO):					
Documents to be signed/routed? $\ \square$ Yes $\ \square$ No	Is the attached Granicus document Final? □Yes □No				
Number of originals attached:	Approved as to Form: □Yes □No				
Attorney's Name: Kimberly Cunningh	am Mosley Initials: Sw				
Continue Routing To: FIN (if applicable) Date:					
3) CITY CLERK'S OFFICE (CCO): # of originals: / Routed to: WA	Date: 04/01/25				
	#: Document received from: GCITY MGR. □ ANTHONY FAJARD, ASST. CITY MGR. ROGERS, □ CHRIS COOPER □ LAURA REECE APPROVED FOR CITY MANAGER'S SIGNATURE □				
CITY MANAGER TO SIGN PER ACM OR A					
	□ L. REECE □ PENDING APPROVAL (See comments)				
Comments/Questions: 64. W. W.					
Forward originals to CCO for continuous rou	ting to Mayor Date to CCO: 4				
5) MAYOR/CRA CHAIRMAN: Please sign as for a final processing and review of attestation and	indicated and forward the originals to the City Clerk's Office ad/or seal, if applicable. Date to CCO:				
6) INSTRUCTIONS TO CITY CLERK'S OF Dept.: Fin-Procurement *Name: Shamori Aldride	FICE: Please retain a scan record copy and forward originals to ge Ext_6238				
*Please scan the record copy to the City Clerk once review a Scan Date:Attach certified Resolu	nd sign at the last level of government (Federal, State, County) is complete. tion # Yes \Boxed No Original form route to CAO				



3/28/25, 12:19 PM

details

File #: <u>250145</u> Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving the Final Ranking of Firms, Negotiated Fee Schedule, and Agreement for

Design and Professional Engineering Services for the Tarpon River and Shady Banks

Neighborhood Improvements - Kimley-Horn and Associates, Inc.- \$372,164.37 - (Commission

District 4)

Mover: Pam Beasley-Pittman

Seconder: <u>Steven Glassman</u>

Result: Pass

Agenda note: Minutes note:

Action: APPROVED
Action text: APPROVED

consent votes (4:0)

5 records Group Export		
Person Name	Vote	
Steven Glassman	Yea	
Pam Beasley-Pittman	Yea	
John C. Herbst	Absent	
Dean J. Trantalis	Yea	
Ben Sorensen	Yea	



#25-0145

TO:

Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

March 18, 2025

TITLE:

Motion Approving the Final Ranking of Firms, Negotiated Fee Schedule, and Agreement for Design and Professional Engineering Services for the

Tarpon River and Shady Banks Neighborhood Improvements -

Kimley-Horn and Associates, Inc. - \$372,164.37 - (Commission District 4)

Recommendation

Staff recommends the City Commission approve the final ranking of firms, negotiated fee schedule, and agreement, in substantially the form attached, for the Tarpon River and Shady Banks Neighborhood Improvements with Kimley-Horn and Associates, Inc. in the amount of \$372,164.37.

Background

In 2017, the Transportation and Mobility Department began a program to assist neighborhoods with their transportation-related concerns through the Neighborhood Mobility Master Plan Program. Each master plan was developed in collaboration with the City's neighbors.

On August 22, 2017, the City Commission accepted the Neighborhood Mobility Master Plans for the Lake Ridge, Coral Ridge Country Club Estates, Twin Lakes North, Palm Aire Village West, Tarpon River, Shady Banks, and Victoria Park Neighborhoods (Resolution No. 17-164).

Tarpon River and Shady Banks Neighborhood Improvements are included in the Florida Department of Transportation's (FDOT) Local Agency Program (LAP) approved on March 19, 2024, and will be delivered through FDOT/LAP. The project is for the implementation of the priority items identified within both the Tarpon River and Shady Banks Mobility Master Plans.

The Shady Banks design scope includes the installation of pedestrian lighting, raised intersections, a bulb out and sidewalk construction to fill in gaps throughout the neighborhood.

The Tarpon River design scope includes a mini roundabout, a raised table intersection, sidewalks and pedestrian lighting.

This federally funded project will encompass the following services: project management, preliminary design, environmental documentation, permitting assistance, and final design. All services provided by the Consultant will comply with the FDOT/LAP manuals, processes, procedures, and memorandums as per the executed LAP Agreement FPN 443978-1-38-01.

On June 7, 2024, the Procurement Services Division issued Request for Qualifications (RFQ) Event No. 316-5 for consultants to provide Design and Professional Services for the Tarpon River and Shady Banks Neighborhood Improvements. The City received Proposals from the following three (3) firms in response to the solicitation, which were opened on August 1, 2024:

- 1. Kimley-Horn & Associates, Inc.
- 2. Marlin Engineering, Inc.
- 3. R.J. Behar & Company, Inc.

Disadvantaged Business Enterprises was not a preference for this solicitation.

Staff reviewed the three (3) proposals for compliance with the solicitation requirements and were deemed responsive and responsible. The firms were ranked based on the evaluation criteria shown in the table below.

Evaluation Criteria	Weight (%)
Firms Qualifications & Experience	35
Qualifications of the Project Team	25
Approach	30
Reference and Past Performance	10
TOTA	AL 100

On October 3, 2024, the Evaluation Committee heard presentations from the three (3) firms. After discussion and consideration, the Evaluation Committee ranked Kimley-Horn & Associates, Inc. as the highest ranked, responsive and responsible firm. Negotiations have been successfully completed. Staff recommends Kimley-Horn & Associates, Inc. for the award.

Resource Impact

There will be a fiscal impact to the City in the amount of \$372,164.37. Funds for this agreement are available in the account listed below:

ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-544-60-6534- P12900A	Tarpon River and Shady Banks Neighborhood Improvement	Capital Outlay/Consultant Engineering Fees	\$708,364	\$707,598	\$372,164.37
	improvement		TOTAL	_ AMOUNT ▶	\$372,164

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Transportation and Traffic initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

• The Infrastructure and Resilience Focus Area, Goal 4: Facilitate an efficient, multimodal transportation network.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Connected.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan, specifically advancing:

- The Infrastructure Focus Area
- The Transportation & Mobility Element
- Goal 2: Obtain the highest possible value and utility from investments in the City's transportation network.

Attachments

Exhibit 1 - Resolution No. 17-164

Exhibit 2 - Executed Local Agency Program Agreement

Exhibit 3 - Solicitation

Exhibit 4 - Final Ranking

Exhibit 5 – Kimley-Horn Proposal

Exhibit 6 - Fee Schedule

Exhibit 7 – Agreement

Prepared by: Glenn Marcos, Chief Procurement Officer, Finance

Danica Grujicic, Senior Project Manager, Transportation and Mobility

Yesenia Pascual, Senior Procurement Specialist, Finance Shamori Aldridge, Senior Administrative Assistant, Finance

Department Directors: Milos Majstorovic, MSCE, P.E., Transportation and Mobility

Linda Short, Finance

03/18/2025 CAM #25-0145

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

KIMLEY HORN AND ASSOCIATES, INC.

for

DESIGN AND PROFESSIONAL SERVICES FOR TARPON RIVER AND SHADY BANKS NEIGHBORHOOD IMPROVEMENTS

Request For Qualifications (RFQ) Event No. 316

AGREEMENT

THIS AGREEMENT made and entered into this _____day of ______, 2025, by and between:

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

and

Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of Florida, (hereinafter referred to as "CONSULTANT") (each a "Party" or collectively, "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of March 18, 2025, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Design and Professional Services for the Tarpon River and Shady Banks Neighborhood Improvements, Request for Qualifications (RFQ) Event No. 316, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project 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.

- ate
- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated _______, 2025 and any duly authorized and executed Amendments to Agreement.
- 1.2 <u>BASIC SERVICES</u>: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A" Scope of Services.
- 1.3 <u>CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT</u>: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends that CITY pay identified

- amounts to the CONSULTANT for services performed by the CONSULTANT on the Project.
- 1.4 <u>CHANGE ORDER</u>: A written order to the CONSULTANT 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 <u>CITY</u>: The City of Fort Lauderdale, a Florida municipality.
- 1.6 <u>CITY MANAGER</u>: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 <u>COMMISSION</u>: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY.
- 1.8 <u>CONSTRUCTION COST</u>: The total construction cost of all elements of the Project designed or specified by CONSULTANT.
- 1.9 <u>CONSTRUCTION COST LIMIT</u>: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 <u>CONSTRUCTION DOCUMENTS</u>: 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.
- 1.11 <u>CONSULTANT</u>: KIMLEY-HORN AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 <u>CONTRACT ADMINISTRATOR</u>: The Transportation and Mobility Department Director of the City of Fort Lauderdale, or his 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.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation RFQ Event No. 316, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Change Orders, Addenda or Amendments to all related documents to the Change Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale RFQ Event No. 316.
- 1.14 <u>CONTRACTOR</u>: One or more firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.

- 1.15 <u>DEPARTMENT DIRECTOR</u>: The Director of the Transportation and Mobility Department for the City of Fort Lauderdale.
- 1.16 <u>ERROR</u>: 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.
- 1.17 <u>FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS</u>: 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.
- 1.18 <u>NOTICE TO PROCEED</u>: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 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.
- 1.20 <u>ORIGINAL CONTRACT PRICE</u>: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 <u>PLANS AND SPECIFICATIONS</u>: 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.
- 1.22 <u>PRELIMINARY PLANS</u>: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.24 <u>RESIDENT PROJECT REPRESENTATIVE</u>: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 <u>STATEMENT OF PROBABLE PROJECT COSTS</u>: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBCONTRACTOR/<u>SUBCONSULTANT</u>: A person or an entity that provides labor, supplies, or services to or for a subconsultant in exchange for salary, wages, or other renumeration, as defined in Section 448.095, Florida Statutes (2024).
- 1.27 <u>SUBSTANTIAL COMPLETION</u>: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.28 <u>TASK ORDER</u>: 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.
- 1.29 <u>TIME OF COMPLETION</u>: 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 (2024), as may be amended or revised, CITY has formed a Committee to evaluate CONSULTANT'S statement of qualifications and performance data to ensure that CONSULTANT met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2024), as may be amended or revised, and selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Design Engineering Services for Tarpon River and Shady Banks Neighborhood Improvements 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 engineering 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 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 CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. 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 specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.
- 3.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2024), as may be amended or revised, 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 Change Orders, Addenda or Amendments to all related

documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of

CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ) Event No.

316.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for

Qualifications (RFQ) Event No. 316.

5.2 Anything shown on the drawings and not mentioned in the specifications, 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 application 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 particular Project. Each Task Order shall be

separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

ARTICLE 7 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 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 for the Contract Administrator's review.
- 7.3 In the event CONSULTANT is unable to complete the above 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 and shall provide reasonable compensation, if appropriate. 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.
- 7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT'S services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 8 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Scope of Services of each Task Order shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A Not-to-Exceed proposal shall be accompanied by the 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 and profit, or as required by individual Task Order.

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs 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, 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. Sub-consultant 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. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. 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.

8.3 REIMBURSABLES

- 8.3.1 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 unless authorized in writing by the Contract Administrator:
 - 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).
- 8.3.2 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.
- 8.3.3 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.

8.4 METHOD OF PAYMENT

- 8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. 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 To protect against payment fraud, CONSULTANT shall comply with any additional requests made by City staff or authentication required by the CITY to verify consultant's identity, banking information, address, and any other pertinent information, prior to the issuance of each payment
- 8.4.4 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

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 from this contract 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.

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 subcontractor 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 contract.

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 and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 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 accordance with the terms of this Agreement.
- 9.3 In the event a dispute between the Contract Administrator and CONSUL TANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be submitted to the City Manager or his/her designee and CONSULTANT'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 section, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing

proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.

- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the low or lowest responsive, responsible proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY'S direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
 - CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
 - CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
 - The CITY may approve an increase in the Estimated Construction Cost of the Project;
 - The CITY may reject all bids or proposals and may authorize re-bidding;
 - The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
 - The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or

 The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed. Determination of allowable costs in accordance with Federal cost principles.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 10.9.1 It is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
 - 10.9.2 It is further specifically agreed, for purposes of this Agreement, that for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a sufficient amount to recover all such additional cost to the CITY.

- 10.9.3 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.4 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 10.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

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) of the Florida Statutes (2024), as may be amended or revised. 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 C O N S U L T A N T 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 12.27. 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.

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.

Notice of termination shall be provided in accordance with Section 12.27,

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 12.27, NOTICES.

- 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 12.3 of this Agreement are 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 <u>not</u> been performed.
- 12.2.3 <u>Termination by CONSULTANT</u>. CONSULTANT shall have the right to terminate this Agreement 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), 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.

2.4 <u>NON-DISCRIMINATION</u>, <u>EQUAL EMPLOYMENT OPPORTUNITY</u>, <u>AND AMERICANS</u> <u>WITH DISABILITIES ACT</u>

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 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 (2024), as may be amended or revised, 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 an Agreement 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 (2024), as may be amended or revised, 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 subconsultants 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 the Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

- Southeastern Archaeological Research, LLC d/b/a SEARCH, Inc.
- Keith and Associates, Inc.
- Tierra South Florida, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

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 The CONSULTANT agrees to protect, defend, indemnify, and hold harmless the City and its elected and appointed officials, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, including the trial and appellate levels, to the extent caused by the negligence, recklessness or intentional misconduct, in connection with or arising directly or indirectly out of the work agreed to or performed by CONSULTANT and any persons employed or utilized by CONSULTANT under the terms of this Agreement and any associated Task Orders or Work Authorization and of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 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. These indemnifications shall survive the term of this Agreement.

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 (2024), as may be amended or revised, or to extend the CITY's liability beyond the limits established in said Section 768.28 (2024), 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 11.10 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

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 \$2,000,000 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

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by CITY Ordinance(s).

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 Statute.

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. 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. 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, Bid/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 21st Street

Fort Lauderdale, FL 33316

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, coinsurance 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.

CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests, a Florida municipality, 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.

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 CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent CONSULTANTs and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants 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.

<u>NOTE:</u> CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

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 orwritten.

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 sub-consultants, 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 1-11 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that 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 claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that 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, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES 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.

In the event CONSULTANT is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 SOLICITATION AND EXHIBITS

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

12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

12.27 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 a recognized overnight or express delivery service provider 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:

Milos Majstorovic, MSCE, P.E.

Director

Transportation and Mobility Department

City of Fort Lauderdale 290 NE 3rd Avenue

Fort Lauderdale, Florida 33301 Telephone: (954) 828-5216

Email: mmajstorovic@fortlauderdale.gov

With a copy to:

City Manager

City of Fort Lauderdale

101 NE 3rd Avenue, Suite 2100 Fort Lauderdale, Florida 33301 Telephone: (954) 828-5364

City Attorney

City of Fort Lauderdale

1 East Broward Boulevard, Suite 1320

Fort Lauderdale, Florida 33301

CONSULTANT:

Stefano Viola, P.E.

Vice President

Kimley-Horn and Associates, Inc. 8201 Peters Road, Suite 2200 Plantation, Florida 33324 Telephone: (954) 535-5100

Email: Stefano.Viola@kimley-horn.com

12.28 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.

12.29 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.

12.30 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.

12.31 STANDARD OF CARE

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

12.32 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.

12.33 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.

12.34 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.

12.35 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.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), 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 BOULVEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall:

- Keep and maintain public records required by the CITY in order to perform the service.
- 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 (2024), as may be amended or revised, or as otherwise provided
 by law.
- 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.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the CITY's approval, the CITY, its employees, officers, elected officials, appointed officials, agents, and volunteers 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.

12.38 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.

12.39 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.

12.40 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, as may be amended or revised, ("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 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- 1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- 2. The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
- 3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(2), Florida Statutes (2024), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
- 4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
- 5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095, Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section—in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095, Florida Statutes (2024), as may be

amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

12.42 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 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 (2024), as may be amended or revised.

12.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

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

<u>CITY</u>

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Man CRANT

SUSAN GRANT RICKETTE WITTIAMS

Acting City Manager

Date: WYI 7, 2025

ATTEST:

DAVID R. SOLOMAN

City Clerk

Approved as to Legal Form and Correctness: D'Wayne M. Spence, Interim City Attorney

Ву:

KIMBERLY CUNNINGHAM MOSLEY

Assistant City Attorney

COURT 1805

1.14 × 58

CONSULTANT

WITNESSES:	KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation authorized to transact business in the state of Florida.
Signature CASEY CRUZPIN® Print Name	By: Stefano F. Viola Vice President Title
Signature Tiffany Stantor Print Name	ATTEST: By:
STATE OF AUGUST:	Secretary Carlos Florian AND ASSOCIATE BEAL) SEAL S
The foregoing instrument was acknowled online hotarization, this day of the corporation authorized to transact busing	edged before/me by means of physical presence or fig. 2025, by Stefano F. Viola, as ley-Horn and Associates, Inc., a North Carolina
SHANDA SUTTON LAYNE Notary Public - State of Florida Commission # HH 243804 My Comm. Expires Apr 4, 2026 Bonded through National Notary Assn.	(Signature of Notary Public - State of Florida) Shull Stand Layne (Print, Type, or Stamp Commissioned Name of Notary Public)
Personally KnownOR Produced:	d Identification

EXHIBIT A SCOPE OF SERVICES



NEIGHBORHOOD MOBILITY MASTER PLAN

SCOPE OF WORK

The project is the implementation of the priority items identified within both the Tarpon River and Shady Banks Mobility Master Plans that were completed in 2017 with assistance by the City of Fort Lauderdale Transportation & Mobility Department. The plans were adopted by the Neighborhood Associations and endorsed by the City Commission on August 22, 2017. The top priority items identified in green font within the included Priority Lists are being funded by the City through the Neighborhood Mobility Master Plan program within Fiscal Year 2018. The remaining items are proposed to be included in the CSLIP Grant Application.

Tarpon River - The proposed scope for the Tarpon River Neighborhood project includes traffic calming, sidewalks, and lighting as identified through their Master Planning process and prioritized within their Prioritization Memo (see attached). The focus of the work is on SW 9th Avenue and SW 7th Street which serve as the collector streets within the neighborhood and experience significant cut-through traffic due to the congestion on Davie Boulevard and SW 4th Avenue. The scope includes the installation of a mini roundabout at the intersection of SW 9th Avenue and SW 9th Street and a raised table intersection at the intersection of SW 9th Avenue and SW 7th Street. The scope also includes the completion of sidewalks on SW 7th Street between SW 9th Avenue and the FEC railway to connect Lewis Landing Park and Hardy Park along the north side of the roadway where there is existing right of way. Increased mobility to the Riverwalk is also an element of the scope which includes creating a bicycle and pedestrian connection within the road closure at SW 5th Avenue and SW 5th Street as well as adding pedestrian lighting under the 7th Avenue Bridge to improve safety for the residents of Tarpon River wanting to connect to the Riverwalk and the access that it provides to downtown. (see attached Prioritization Summary items 4 – 7)

Tarpon River Priority Projects

- 1. SW 9th Avenue Sidewalk
- Tightening turning radii (River Reach)
- 3. Conversion of 15 lights to LED (SW 7th St & SW 9th Ave)
- 4. Sidewalks
 - SW 7th Street (SW 9th Ave to Hardy Park north side)
- 5. Mini Round-about (SW 9th Ave & SW 9th St)
- Pocket Park Improved access to Riverwalk @ New River Bridge
 - (lighting under bridge and access @ SW 5th St & SW 5th Ave)
- 7. Raised intersection
 - · SW 7th St & SW 9th Ave



PEDESTRIAN LIGHTING



RAISED INTERSECTION

The entire area of an intersection is raised above normal povement surface level to reduce vehicle speed through the intersection and provide a better view of pedestrians and motorists in the intersection. These are recommended in areas where driveway or roadway width prevented the use of mini roundabouts.



Installing pedestrian-scale lightling, especially at locations that are not fronted by homes, will create a safer and more comfortable environment for walking. These lights can be solar powered or LED to save energy and promote sustainability



POCKET PARK WITH IMPROVED PED/BIKE CONNECTIVITY



There are a number of closed streets and small parts throughout Tarpon River that are underutilized. For example, many of the closed streets have been blocked off by narroy planters. With some small changes, they could be turned in 16 enhanced pedestrian and bloycle connections that also serve to improve drainage through landscape design. The Sara Hom Greenway is a narrow park adjacent to a wide street. By narrowing the street, it can be expanded to become a greater asset to the community. These changes will provide valuable aesthelic, environmental, recreational, and traffic calming improvements for Tarpon River.

CONSTRUCT SIDEWALK



Sidewalks provide a minimum level of comfort for pedestrians, obsent of any other features. Sidewalks are desired on SW 9th Ave and SW 7th Street. A network of sidewalks will improve pedestrian comfort and accessibility. A 3" grass buffer will separate the sidewalk from the street.

MINI ROUNDABOUT



A small circular island used in the middle of intersections to force vehicular traffic to slow and negotiate around it. They also increase vehicular safety. It may be landscaped and may have mountable curbs. Raised intersections may be used in place of mini roundabouts, if desired, but may not be as effective at traffic calmina.

> CHM #25-0145 Exhibit 7 Page 30 of 64

Shady Banks - The scope of work for the Shady Banks Neighborhood includes traffic calming and increased mobility options as identified in their priorities from their Neighborhood Mobility Master Plan (see attached). The scope includes filling the gaps in sidewalks along the south side of SW 14th Court between SW 15th Avenue and SW 19th Avenue which connects to the Hortt Park in the center of their neighborhood. The project also includes the completion of sidewalks along SW 12th Court to close the missing gaps in sidewalks on the north and south side just east of SW 17th Avenue. Additionally the scope of work includes the addition of pedestrian lighting along the primary corridors of SW 17th Avenue, SW 15th Avenue and SW 14th Court to increase pedestrian safety where there are more potential conflicts between vehicles and pedestrians.

The traffic calming elements for the Shady Banks Neighborhood include raised intersections at a series of six intersections along their primary corridors of SW 15th Avenue, SW 17th Avenue and SW 18th Avenue. It includes SW 15th Avenue and SW 13th Court and SW 13th Street, SW 17th Avenue and SW 12th Court and SW 14th Court, and SW 18th Avenue and SW 14th Court and SW 16th Court. The scope also includes the installation of a bulb-out at the intersection of SW 13th Street and SW 17th Avenue to improve safety where the road changes to one-way where vehicles often drive the wrong way. And finally the scope includes the reallocation of the roadway at the exit to improve safety and provide for multimodal accommodations through the installation of a sidewalk between Davie Boulevard and SW 12th Court as well as a bike path for that one block where vehicles are queuing at the signal within several lanes. (see attached Priority Projects Summary items 2 – 5)

Shady Banks Priority Projects

1. SW 17th Ave Entryway

- Pinch Points
 - SW 13th St
 - SW 12th C†

2. Raised intersections

- SW 17th Ave @ SW 12th Ct
- SW 17th Ave @ SW 14th C†
- SW 18th Ave @ SW 14th C†
- SW 18th Ave @ SW 15th St
- SW 15th Ave @ SW 13th Ct
- SW 15th Ave @ SW 13th St

3. Intersection Improvement

- Modify Exit @ SW 15th Ave
- 4. Bulb Out @ One Way Transition

5. Sidewalks

- SW 14th Ct (SW 19th Ave to SW 15th Ave south side gaps)
- SW 12th Ct (SW 15th Ave to SW 17th Ave gaps)

5. Pedestrian Lighting

- SW 17th Ave
- SW 15th Ave
- SW 14th C†





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TANGEL

ORANGE

>< PINCH POINT



RAISED INTERSECTION

The entire area of an intersection is raised above normal pavement surface level to reduce vehicle speed through the intersection and provide a better view of pedestrians and motorists.



Pinch points narrow the travel way, requiring drivers to slow down or yield to each other to maneuver through the area. Pinch points can be created using curb extensions, landscaping, or edge Islands in the street. If desired, pinch points can be designed to accommodate bicycles, as shown above.

CONSTRUCT SIDEWALK



Sidewalks provide a minimum level of comfort for pedestrions, absent of any other features. Sidewalks are destred throught the neighborhood but were especially supported on SW 17th Ave, SW 15th Ave, SW 14th Ct, and SW 18th Ave. A network of sidewalks will improve pedestrian conflort and accessibility. A 3' grass buffer may separate the sidewalk from the street.

PEDESTRIAN LIGHTING



Installing pedestrian-scale lightling, especially at locations that are not fronted by homes, will create a safer and more comfortable environment for walking. These lights can be solar powered and/or LED to save energy and promote sustainability.

EXHIBIT B COST SCHEDULE AND HOURLY BILLING RATES

Kimley»Horn

Staff Hour Estimate Tarpon River and Shady Banks Neighborhood Improvement RFQ# 316



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4 Initial Design (30%) Submittal		The state of the s						-												THE REAL PROPERTY.	
NEPA Backup Documents provided by SEARCH, Inc.					-			-	-		-							\$24,603.78			\$24,600.79
Sub-consultant Coordination			,												1				4	\$167.12	1767.12
			,	10	28	12	-	-	-		-	-		-	-			1000	19	\$12,002.04	512,002.04
Initial Phose Design Horizontal Analysi	1			-	35	17		20101	-		-	-					-	-	82	516,642.23	\$26,642.23
Roodway Plan	2			20	-	-							-						20	53,877.92	\$1,877.92
OPC					1		-		-	-		-	-	-		1	-		11	54,175.82	54,113.82
Drainage Analysi				11	12		-		-	-					1				"	20/112-67	24,111.00
5 Constructability Design (90%) Submittel								-							-						
Constructability Phase Design Hor and Ver Analysa	1			20	30	30	36		1000	10000000	1						-		116	\$29,437.54	\$19,437.54
Readway Plan	1			20	43	28	36												132	\$22,399.08	\$22,585.00
Signing and Making Plan	9				15	16	14		1										79	\$11,458.39	\$13,456.3
Landscape Analysi	4	11-15	10000	4000			22	1	40	70									135	\$23,952.20	529,952.3
Lighting Plan		- during	,	20	30					Acres 1			7000	100 100	788 (47.00				51	\$9,546.18	\$9,966.10
OPI			1	4	4	3			4	15									12	\$4,154.79	\$6,154.79
Type 1 CE Checkin			1	No. of all					1		30	.10			2		and the same		++	\$6.896.32	\$4,886.52
Sowated Set Surve	7	- Company			п	2	100000	The state of		Anna III	12	10	1000			The same of	-		42	\$7.529.20	\$7,529.20
Dramage Dasig	n	A STATE OF THE PARTY OF THE PAR		15	30	4	- ANTENNA	200							2	-			\$\$	\$10,423.23	\$10,423.2
6 Production Design (100%) Submittal											10000				100 - 100		Mary and a		1 3 3		Process.
Roodeny Plan	1	1	6	11	12	6										1			29	\$4,306.97	\$6,306.92
Signing and Making Plan	ns.	sole.	4	30	30	4	1	10000	1000	-		a hali	No File	1	North Control			1000	28	55,596.86	23,546.86
Lantiscipe Analysi					- 100			2	26	30	-		1			10000	00000	9	52	\$10,151.64	\$10,151.64
Lighting Plan			2	10	30	3		10000		1									25	\$4,081.82	\$4,991.63
CAN CAN		1	1			3						100							27	\$1,279.95	\$5,279.95
7 Permitting				ALC: N				-	1000	-			760-		Aller III		- 63.640				
FDOT UP Rove		10000				5	and the	10000					1000	(1)	1	1000	900	2.23	19	\$1,468.90	\$1,458 %
BO-CEDECTES	0					3	1	1	1			1	-	- III III III III III III III III III I	1	7000	100000000000000000000000000000000000000	1000	13	\$2,420.54	\$2,420.54
SPINA	-		1			,									1				to	\$1,815.48	\$1,813.41
BCSW	_		1		5	5	_								,		100		14	\$2,449.77	\$2,469.77
MICE	_		2	1	1	1									1	-				\$1.01.10	\$1,111.81
Serre	-	-	1	-	1	1	-	-	-	+	-	-	-	-	1	-		-		SLINES!	\$1,111.8
	-	-	1	-	4	,		-	-				-		1				13	52,420.54	\$2,420.54
City of Fort Louderdale Engineering and TAI	1					,				-					1					34,400.34	84,470.34
8 Public Involvement															1	400					\$7,761.87

CAM #25-0145 Exhibit 7 Page 43 of 64 1 #2

Kimley » Horn

Staff Hour Estimate Tarpon River and Shady Banks Neighborhood Improvement RFQ# 316

February 10, 2025

	-	AND THE REAL PROPERTY.						Kimley-Horr	Staff							STATE OF THE PARTY.	Subconsultants				
TASKS	Dud Ingoper I	Senior Engineer (Project Manager 6	Engree 2	Engineer 1	Engineering Intern	CADO Computer Sectorician	Ched Landacape Anchiesed	Protect Landacase Architect	Camphospie Sintheres	Senger Environmental Specialist	Environmental Specialist	Community Distracts Specialist	Senar Planter	Secretary/Clercui	sors	Familiano Perida, Inc. jathia 158 Geol	SEARCH			
House Billing Kate	\$343.74	\$300.88	\$224.06	\$222.65	\$193.65	\$156.88	799.63	5337.64	\$304.54	\$179.49	\$188.77	\$141.05	\$175.94	\$212.89	\$159.47	COMPANY	0.000		Total Hours	Labor Cost	Tetal Co
9 Project Management and LAP Coordination		1	23			4							10	12					12	\$11,38453	\$13,134
10 Limited Stading Services							Lane.	Alexand.		- Continue								-			
Asset in preparing solicitation peckages	Ten allen		20	C English	5	3	1976		47830						1000				10	36.384.45	34,184.6
Attend two pre-bid meeting		211-12	6		1	2	170				and the send of	1000	1		Charles and	The Name of Street, or other teams of the Street, or other teams o			10	\$2,025.60	\$2,825
Respond to trickler RFIs			12		4	6													24	SATILN	\$4,712
Review bids and provide recommendation to the City	Name of the local division in the local divi	- HWINE					100000		national and	The state of	Annah da	W		- Continue		100	in mount		12	\$2230.48	\$2,258.4
SOTAL HOURS	,	ж	149	183	ж	192	364		n	116	22	40	19	10	н	25270	1000		1347		Salis
Substitute	\$2,406.38	\$12,611.65	\$31,329.41	\$40,764.95	506,864.95	\$30,120.96	\$10,760.04	\$1,009.40	\$14,738.02	\$20,820.94	\$4,152.94	\$5,642.00	\$1,219.80	\$2,129.90	55,421.58	\$45,942.96	\$11,000.26	\$24.6UB.78	200000	\$250,722.05	\$372,364

Project Staff Hour Summary

Name of Consultant:

KHA/KEITH

RFQ 316 Tarpon River & Shady Banks Neighborhood Improvement N/A

								Project S	taff Hours						
Activity No.	Activity	Enter Firm Name	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	0													0
4	Roadway Analysis	0													0
5	Roadway Plans	0													0
6a	Drainage Analysis	0													0
6b	Drainage Plans	0													0
7	Utilies	0													0
8	Env. Permits and Env. Clearances	0													0
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	0													0
- 11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0			1000//00/00/00/00/00/00/00/00/00/00/00/0										0
13	Medium Span Concrete Bridge	0						SHOW WITH THE STATE OF THE STAT							0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	0				7.00-1100-220			The state of the s						0
20	Signing & Pavement Marking Plans	0													0
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0					1								0
25	Landscape Analysis	0													0
26	Landscape Plans	0													0
27	Survey - Field and Office Support	160													160
28	Photogrammetry	0					1					1			0
29	Mapping	0													0
30	Terrestrial Mobile LIDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	(TS Analysis	0													0
34	(TS Plans	0													0
35	Geotechnical	0													0
36	3D Modeling	0													0
	Project Total	160	0	0	0	0	0	0	0	0	0	0	0	0	160
27	Survey Field Crew Days	18													18

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Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

				2011111	11201 110			OIMORE	FROFOGA	CO - FUNM	IOIAL						
Financi	d Project Number:	N/A											Pi	roject Name:	RFQ 316 Tar	pon River & S	hady Banks N
FAP N	rber.	NA								Date:	2/3/2025		Name d	Consultant:	KHAKETH		
	WORK ACTIVITY	Heres been "Summary" school				•	SVP.	OVEE CLASSIPIC	ATION							TAL HOURS	ON CADO
		Firm Tylei	SUR Chief Surveyer	SUR Surveyer	SUR Survey/GIS/ SUE Analysi 2	0	0	a	o	q	a	0	0	0	RA	NGE	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	House	Hours	Hours			PERCENT
25. Lan	dacape Anelysia	0	٥	٥	0	0	0	0	0	0	0	0	٥	0	0	0	
26. Lar	dacape Plans	0	0	O	0	0	0	0	0	0	0	0	a	0	0	٥	
27. Sur	stry (Field & Office Support)	160	18	32	112	D	0	0	0	0	٥	•	a	0	160	176	
28. Ph	Ogrammetry	٥	٥	0	0	0	0	0	0	0	0	0	0	0	0	a	
29. Ma	- Erioli	0	0	٥	0	0	0	0	0	0	0	0	0	0	0	0	
30. Tes	estrial Mobile LiDAR	0	0	0	0	0	0	0	0	Q.	0	٥	a	٥	0	a	
	TOTALS	150	16	32	112	0	0	0	0	0	g	0	a	a	160	176	

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	Field Survey Estimate;	nelli seprent tet			
	18 3-person crew days	FIRM TOTAL	160	176	
bution of a <u>Firm's total</u> staff hours for a project.					
ation by classification are entered below in rows 64 to 98 of this sheet.					
y not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications	are to be adjusted so totals in columns B and O match.				
s Range" (columns O & P) may be adjusted to provide desired range.					

Financial Project Number:	N/A													
FAP Number:	N/A								Date:	2/3/2025		Name o	f Consultant:	KHAKEITH
				Staff Hour Dis	stribution I	Percentage	s - Firm Tota	1						
	Hours from "Summary" sheet from Total	SUR Chief Surveyor	SUR Surveyor	Survey/GIS/ SUE Analyst 2	0	0	0	a	0	0	0	0	0	Total
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	160.341875	10.0%	20.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

RETTH SALES WE FOOT SHE ESSENCE HAS Sufficient Sentrally - NEITH

Page 3 of 1

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		ES	STIMATE O	F WORK EFFOR	T AND COST	- SUBCONSU	LTANT				
Name of Project:	RFQ 316 Ta	arpon River & S	Shady Banks I	Neighborhood Impro	ovement			Consultant Name:	KHA/KEITH		
County:)						Consultant No.:	14297.00		
FPN:	N/A							Date:	2/3/2025		
FAP No.:	N/A							Estimator:	Alex Lazowick		
Staff Classific	ation Total Staff Hours From	SUR Chief Surveyor	SUR Surveyor	SUR Survey/GIS/SUE Analyst 2	0	0	0	0	SH By	Salary Cost By	Average Rate Per
	Firm*	\$254.92	\$183.86	\$146.58	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
27. Survey (Field & Office Support)	160	16	32	112	0	0	0	0	160	\$26,379	\$164.87
28. Photogrammetry	0	0	0	0	0	0	0	0	0	\$0	#D(V/0!
29. Mapping	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	D	0	0	0	0	0	0	\$0	#D(V/0!
Total Staff Hours	160	16	32	112	0	0	0	0	160		
Total Staff Cost		\$4,078.72	\$5,883.52	\$16,416.96	\$0.00	\$0.00	\$0.00	\$0.00		\$26,379.20	\$164.87
						· · · · · · · · · · · · · · · · · · ·			Check =	\$26,379.20	
					SALARY RELAT	ED COSTS:					\$26,379.20
					OVERHEAD:			0%			\$0.00
					OPERATING MA	ARGIN:		0%			\$0.00
	Notes:				FCCM (Facilities	Capital Cost Mo	oney):	0.00%			\$0.00
	1. This she	et to be used b	y Subconsulta	ant to calculate its f	EXPENSES:			0.00%			\$0.00
					SUBTOTAL EST	IMATED FEE:					\$26,379.20
					Survey (Field)	18	144	3-person crew days	\$ 274.04	/ hr	\$39,461.76
					Geotechnical Fie	eld and Lab Test	ing				\$0.00
					SUBTOTAL EST	IMATED FEE:					\$65,840.96
					Optional Service	s					\$0.00
					GRAND TOTAL	ESTIMATED FE	E:				\$65,840.96

Estimator:

RFQ 316 Tarpon River & Shady Banks Neighborhood Improvement

N/A

Representing	Print Name	Signature / Date
FDOT District	Maria Maria	
KEITH		The state of the s

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)						ONC UNIVERSITY			
	2-Lane Roadway	Mila	1.70	1.00	1.70	1.00	1.70	3.00	5.10	Recover existing and establish new control points
	Multi-lane Roadway	Mila			0.00		0.00		0.00	Usersa avidend and assessed ties equire house
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line							***************************************		
	2-Lane Roadway	Mile	2.00	0.50	1.00	1.00	1.00	4.00	4.00	Recover existing and establish new bench marks
	Multi-lane Roadway	Mila			0.00		0.00		0.00	Recover existing and establish new bench marks
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									Establish R/W lines:Shady Banks - SW 14 Ct, SW 17 Ave, SW 15 Ave, SW 15 Intersection.
ON INCOME.		Mile	1.70	0.00	0.00		0.00	20.00	34.00	Tarpon River - SW 7 St, SW 5 Ave, SW 9 Intersection.
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A
	Multi-lane Roadway	EA			0.00		0.00		0.00	rea
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	-A-	-	Units/Day	100				N.	
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	N/A
	Interstate	EA			0.00		0.00		0.00	
H	Reference Points	-B-		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	

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Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.6	Topography/DTM (3D)	1000					- T			Shady Banks - SW 14 Ct (1800 LF), SW 17 Ave (1300 LF) SW 15 Ave (2000 LF) SW
		Mile	1.70	6.00	10.20	0.50	5.10	6.00	61.20	15 Intersection (200 LF) Tarpon River - SW 7 St (2800 LF), SW 5 Ave (600 LF) SW 9 Intersection (200 LF)
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	70.12.7
27.8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									
11.	Designates	Mile/Site			0.00		0.00		0.00	1
	Locates	Point			0.00		0.00		0.00	N/A
	Survey		25%	0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day		L				
		EA			0.00		0.00		0.00	
27.13	Bridge Survey			-				-		
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey					•				
		Mile			0.00		0.00		0.00	1
27.17	Jurisdiction Line Survey			-						
		Mile		1	0.00		0.00		0.00	1
27.18	3 Geotechnical Support			Units/Day				-		
		EA		1.	0.00		0.00		0.00	
27.19	Sectional / Grant Survey							-		
		Corner			0.00		0.00		0.00	1

KEITH 14297.M0 FDOT SHE 01-31-2025.xlsx 27. Survey CAM #25-0145 Exhibit 7 Page 50 of 6^{2/3/2025}

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Mila			0.00		0.00		0.00	
27.20	Subdivision Location									
-77.1.70		Block	27	0.125	3.38	0.50	1.69	4.00	13.50	
27.21	Maintained R/W					was seen an				
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey			•						
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey			×/			V2014 11 000 11 11 11 11 11 11 11 11 11 11 11		A-61 (
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
				-					-	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting	 				1				
		Mie		1	0.00					
27.27	Work Zone Safety	 				1				
			13	0.125	1.63					
27.28	Vegetation Survey									
		LS							0	
27.29	Tree Survey	1								
		LS	-	1					0	
27.30	Miscellaneous Surveys	1								
		-	0.00		0.00	0.00	0.00	0.00	0.00	
	Survey Subtotal			Crew Days	18	Field Support	9	Office Support	118	
27.31	Supplemental Surveys	T	I	-		Hours		Hours	1	THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS
		1		18	0	T T	0	T	0	TITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
27.32	Document Research	Units		1				-	1	
		1	8.00	T					8	
27.33	Field Reviews	Units								
21.00	1.100.101.2110	1 0	L							J

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
			8.00						8	
27.34 Technical M	eetings	LS								
			0.00						0	
27.35 Quality Assu	rance / Quality Control	LS								
								5%	6	
27.36 Supervision		LS								
	17							5%	7	
27.37 Coordination	1	LS								
								3%	4	
		27. 8	iurvey Total	Crew Days	18	Field Support Hours	9	Office Support Hours	151	

SPLS = PLS =

Office Support = Total Hours = 160

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number	Comments
Kickoff Meeting with FDOT	EA	0	0	0		0	
Baseline Approval Review	EA	0	0	0		0	
Network Control Review	EA	0	0	0		0	
Vertical Control Review	EA	0	0	0		0	
Local Governments (cities, counties)	EA	0	0	0		0	
Final Submittal Review	EA	0	0	0		0	
Other Meetings	EA	0	0	0		0	
Subtotal Technical Meetings				0	Subtotal PM Meetings	0	
Progress Meetings (if required by FDOT)	EA	0	0	0	**		
Phase Review Meetings	EA	0	0	0			
Total Meetings		2011/02/03/03		0	Total PM Mtos (carries to Tab 3)	0	

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^{**} Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Staff Hour Summary

Name of Consultant:

Tierra South Florida, Inc.

KS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS
443978-1

								Project S	taff Hours						
Activity No.	Activity	Enter Firm Name	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
	Project Common and General Tasks	0													0
4 5	Roadway Analysis	0										× 1			0
5 6	Roadway Plans	0													0
6a (Orainage Analysis	0													0
6b [Orainage Plans	0													0
7 (Milies	0								1					0
8 8	Env. Permits and Env. Clearances	0													0
9 5	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10 8	BDR	0													0
11 1	Temporary Bridge	0													0
	Short Span Concrete Bridge	0													0
	Medium Span Concrete Bridge	0													0
_	Structural Steel Bridge	0													0
	Segmental Concrete Bridge	0													0
16	Movable Span	0			77.77										0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19 3	Signing & Pavement Marking Analysis	0													0
	Signing & Pavement Marking Plans	0													0
	Signalization Analysis	0													0
	Signalization Plans	0													0
	Lighting Analysis	0													0
	Lighting Plans	0													0
_	Landscape Analysis	0			<u> </u>										0
	Landscape Plans	0			<u> </u>			-							0
27	Survey - Field and Office Support	0									1				0
	Photogrammetry	0				-22-01 U 12-02-04 U II				1					0
	Mapping	0													0
	Terrestrial Mobile LIDAR	0													0
	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0	-			-									0
	ITS Analysis	0				1									0
	ITS Plans	0								1					0
	Geotechnical	38				 	† — —	1		1		1	 		38
	3D Modeling	0					1			i –		1			0
	Project Total		0	0	0	0	0	0	0	0	0	0	0	0	38
27	Survey Field Crew Days	0				-	-			-		-			0

Notes: 1. Staff hours for prine consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

Staffhours 443978-1 2025-01-30 _Bitling Rates.xisx Summary

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ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:	443978-1			Project Name: SHADY BANKS AND TARPON RIVER N
FAP Number:	a	Date:	1/31/2025	Name of Consultant: Tierra South Florida, Inc.

NORX ACTIVITY	Hours from Secretary's Hours						DVES CLASSIFI	MOTA							TAL HOURS	OH CADD
	Firm Total	MAT Chief Engineer	MAT Project Manager	MAT Engineering Intern	Technician	MAT CADD/Comp user Technician	MOT Qualified Worker	Staff Classi- Ression 8	Staff Ctassi- fication 8	Steff Classi- fication 9	Staff Classi- fication 10	Staff Classi- Scation 11	Staff Classi- fication 12	RA	NGE	
3. Project General and Project Common Tasks	Hours	Hours 0	Hours 0	Hours	Hours	Hours_	Hours	Hours	Hours 0	Hours	Hours	Hours	Hours	0	0	PERCENT
4. Rombinay Analysis	,	<u> </u>	i i	-	 		l ÷	•		-	0	0	0	-	0	
5 Roedessy Plans		-	-	-		-	-	•	-	-	•	-	-			├
6a. Draitage Analysis	-	-	0	-	-	-	<u> </u>	-	-	-	·	-	-			
60. Dreittage Plans	0	1	0	-	-	,	-	•	<u> </u>	ì	0	-	1	ō	0	
7. Utilica		1	0	-		 	· ·	-	-				0			
8. Enwiremental Pormes and Env. Clearances	-		0	0	0	-	0	0	-	-	0	0		0	-	\vdash
9. Structures - Misc. Tasks, Dargs, Non-Tech.	 •	0	0	0	,	ō	o	•	-	-	0	0		0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	ò	0	-	-	0	0	0	0	0	0	
11. Senetures - Temperary Bridge	-	0	0	 •	0	0	•	•	•	1	٥	0	6	0	0	
12. Structures - Short Span Concrete Bridge		0	0	0	0	0	0	•	0	0	0	0	0	0	0	
13. Structures - Medium Spon Concrete Bridge		0	0	0	-	0	-	•	-	-	0	0	0	0	0	†
14. Structures - Structural Steel Bridge	-	0	0	0	0	0	0	0	٥	0	0	0	0	0	0	
15. Strictures - Segmental Concrete Bridge	•	٠,	•	•	0	0	•	0	0	•	•	•	•	0	0	—
16. Structures - Moveble Span	0		0	0	0	0	0	0	0	0	-	0	٥	0	0	
17. Structures - Retaining Wats	0	0	0	0	0	0	0	0	0	0	-	-	-	0	-	1
18. Sayetures - Miscellanoous	- 0	0	0	0	•	٥	۰	•	۰	•	•	•	•	٥	•	\vdash
19 Signing & Pavement Marking Analysis		0	0	0	0	0	0	0	8	0	0	0	0	0	0	
20. Signing & Pavoment Marking Plans	- 0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	T
21. Septralization Analysis	0	0	0	0	0	0	0	۰	0	0	0	0	0	0	0	
22. Signatization Plans	0	0		0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysia	0	0	0	0	0	0	0	0	0	0	0	0	٥	0	0	
24. Lighting Plans	0	0	0	0	0	0	ō	0	0	0	0	0	0	0	0	1
25. Landscapo Anaysis	0	Ð	0	0	0	0	0	0	0	0	a	0	0	0	0	
26. Leptiscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Sulvey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	-	0	0	0	0	
29. Phylogrammetry	0	0	0	0	0	0	0	0	٥	٥	0	٥	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestriel Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Archibochire Development	0	0	0	0	0	0	٥	0	٥	0	0	0	0	0	0	
32. No sa Barriera Impact Design Assessment	0	0	0	0	0	0	Ģ	0	a	0	0	0	0	0	٥	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	g	a	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	o.	٥	0	0	0	0	0	
35. Gootschnisat	38	1	9	24	3	1	0	0	٥	٥	٥	٥	0	33	42	
36. 30 Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	38	1		24	3	1	0	a	0	0	0	0	0	38	42	

Disa, (COL), Education - South Color (Color of Color of C

CAM #25-0145 Exhibit 7 127-4 Page 54 of 64 Field Survey Estimate: 0 4-person crew days

botals in columns B and O match.

FIRM TOTAL

38

4

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

	* 82024											ď.	Project Name S	HADY BANKS	Project Name SHADY BANKS AND TARPON RIVER NI
Finencial Project Number.		-													
FAP Number	0		ucu					_	Date: 1	1/31/2025		Name of	Name of Consultant: Terra South Florida, Inc.	erra South Fa	idda, Inc.
			S	aff Hour Dis	tribution Po	Staff Hour Distribution Percentages · Firm Total	Firm Total								
	Hours harn	770.74	MAT MAT Serior	MAT	MAT Senior CADDIComp	CADDIComp	MOT	1000	Could Chart Chart Chart Chart Chart Chart Chart Chart	Chall Chang	Chall Character	Chaff Charal	Chaff Channel.		
	Firm Total	Engineer	Menager	lutern	Technician	Ť,		fication 8	fleation 8	fleation 9	fication 10	fication 11	fication 12	Total	
3. Project General and Project Common Tasks	0	5,00	0.0%	%0.0	%00	5500	500	5,00	5,00	0.0%	2000	0.0%	0.0%	0,00%	
4. Roadway Analysis	0	\$60.0	0.0%	0.0%	\$000	9,00	5,00	950'0	9,00	00%	20.0%	8,00	80.0	0.00%	
5. Roadway Plans	0	5,00	20.0	5,00	5,00	950:0	0.0%	\$,0.0	0.0%	0.0%	%0°G	9,0.0	9,00	0.00%	
6a. Drainage Analysis	0	950.0	0.0%	%0.0	%0.0	5,00	\$,0.0	%0'0	9,00	0.0%	0.0%	9,00	950.0	9,000	
		2000	O AGE	0.00	A 0.57	2000	CANK!	2400	2000	200	2000	200	0.035	2000	

			St	Staff Hour Distribution Percentages • Firm Total	stribution r	encentractes	THE LOTS		-		-		-	
	Hours harn "Surmary abast from Total	MAT Chief Engineer	MAT Project Engineering Manager Intern		MAT Senior Engineering Technician	MAT Senior CADD/Comp Engineering uter Technician Technician	Morker Worker	Staff Classia- fication 8	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classis Staff Classis Staff Classis Staff Classis Acadon 8 Acadon 9 Acadon 9 Acadon 11	Staff Classi- fication 11	S ⇒	Total
3. Project General and Project Common Tasks	0	5.0.0	0.0%	160.0	1500	5,00	500	%0.0	0.0%	80.0	200	0.0%	0.0%	0.00%
4, Roadway Analysis	0	0.0%	1,000	0.0%	\$0.0	9,00	6,00	\$500	9,00	%00	20.0	500	0.0%	0.00%
5. Roadway Plans	0	0.0%	20.0	50.0	0.0%	950.0	%,D:O	20.0°	0.0%	8,0°0	%0°G	0.0%	9,00	0.00%
6a. Drainage Analysis	0	0.0%	0.0%	9600	9,00	9,00	5,00	%00	9,00	2,00	5,00	9,00	0.0%	9,000
6b. Drainage Plans	0	0.0%	50.0	0.0%	%600	5,000	0.0%	800	0.0%	%00	20.0	0.0%	8,00	0.00%
7. Utilies	0	0.0%	0.0%	0.0%	60.0	950.0	%0.0	%00	\$40.0	250.0	0.0%	0.0%	0.0%	%0000
8. Environmental Permits and Env. Clearances	0	90.0	0.0%	60.0	%000	%0.0	%00	5,00	%0.0	2500	950.0	%0.0	200	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	6500	9,00	60.0	950.0	%00	50.0	500	%0.0	0.0%	9.0%	5,00	0.00%
10. Structures - Bridge Development Report	0	500	5,00	%0.0	%00	9,00	600	9500	5,00	200	20.0	200	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	6,00	9,00	*60'0	5,00	6.00	8,00	5,00	%00	0.0%	0.0%	9.00	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	%0.0	60.0	5,00	0.0%	950.0	\$0.0	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	9,00	9,00	0.0%	%0.0	\$0.0	0.0%	5,00	%0.0	%0.0	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	6.0%	%0.0	%00	5,00	%00	%00	0.0%	0.0%	0.0%	0.0%	8.00	0.00%
15. Structures - Segmental Concrete Bridge	0	50.0	0.0%	0.0%	\$600	9,00	%0.0	9,00	5,00	0.0%	%0.0	%0.0	9000	0.00%
16. Structures - Movable Span	0	50.0	9500	%0.0	%000	950'0	%600	540'0	500	250.0	50.0	50.0	20.0	0.00%
17, Structures - Retaining Wats	0	%0.0	50.0	%0.0	%00	500	%0.0	5,00	9,00	0.0%	0.0%	0.0%	9,00	0.00%
18. Structures - Miscellaneous	٥	50.0	%.0°0	%0.0	%60'0	9,00	%0.0	%.D.O	500	2000	200	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	50.0	0.0%	0.0%	%0.0	%00	5,00	500	0.0%	0.0%	0.0%	20%	0.00%
20. Signing & Pavement Marking Plans	0	9,00	5,00	0.0%	0.0%	0.0%	0.0%	950.0	20.0	0.0%	0.0%	200	9,00	0.00%
21. Signalization Analysis	0	50:0	0.0%	%0.0	%0.0	5,00	%0.0	9,00	0.0%	9,00	0.0%	%00	0.0%	0.00%
22. Signalization Plans	0	%0.0	0.0%	%0.0	0.0%	5,00	%00	960.0	250.0	0.0%	0.0%	0.0%	8,00	0.00%
23. Lighting Analysis	0	0.0%	50.0	950.0	0.0%	%0.0	%0.0	9500	%00	%00	950'0	90'0	0.0%	0.00%
24. Lighting Plans	0	50.0	550.0	%0.0	\$50.0	5,00	50.0	5,00	%0'0	%0.0	0.0%	9,00	80.0	0.00%
25. Landscape Analysis	0	500	0.0%	%0.0	%0.0	%0.0	9,00	9500	50.0	0.0%	0.0%	0.0%	9,00	0.00%
26. Landscape Plans	0	60.0	0.0%	%0.0	6,00	9,00	%0.0	9500	0.0%	0.0%	0.0%	0.0%	9:0:0	0.00%
27. Survey (Field & Office Support)	0	\$50.0	5,00	%0.0	0.0%	%00	0.0%	9,00	20.0	800	0.0%	80.0	800	0.00%
28. Photogrammetry	0	%0.0	50.0	%0.0	5,00	9,0.0	%0.0	9,0°0	%,0.0	5,00	%0.0	9,00	9,00	0.00%
29. Mapping	0	%0.0	%0.0	%0.0	0.0%	9,00	9,00	9,00	8,00	%0.0	0.0%	%00	950.0	0.00%
30. Terrestral Mobile LiDAR	0	0.0%	5,00	%00	0.0%	%0:0	%0.0	0.0%	0.0%	%0.0	%0.0	0.0%	9,00	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	9,0:0	%0.0	%0.0	0.0%	0.0%	%0.0	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	60.0	*50.0	20.0	0.0%	90.0	0.0%	9,00	5,00	0.0%	0.0%	0.0%	8,00	0.00%
33. Intelligent Transportation Systems Analysis	0	950.0	0.0%	5,00	2500	9,00	500	550.0	50.0	800	0.0%	0.0%	800	0.00%
34. Intelligent Transportation Systems Plans	0	%0'0	500	%0.0	60.0	9,00	500	950'0	0.0%	%0.0	%0'0	0.0%	9,00	0.00%
35. Goolechnical	38	2.5%	23.7%	63.2%	7.9%	2.6%	%0.0	950'0	0.0%	240.0	0.0%	0.0%	800	100.00%
36.30 Modelno	0	5,00	*50.0	0.0%	9,00	%0.0	%0°0	940°C	0.0%	%0.0	%0.0	9,00	20.0	0.00%

CAM #25-0145 Exhibit 7 121 May Page 55 of 64

IATE OF WORK EFFORT AND COST - SUBCONSUI

Tierra South Florida, Inc.

SHADY BANKS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS

Name of Project: County: FPN: FAP No.:

Broward 443978-1 1/0/1900

Consultant Name: Tierra South Florida, Inc.
Consultant No.: enter consultants proj. number
Date: 1/31/2025
Estimator: H. Bennett, P.E.

Staff Classification	Total Staff Hours From	MAT Chief Engineer	MAT Project Manager	MAT Engineering Intern	MAT Senior Engineering Technician	MAT CADD/Comp uter	MOT Qualified Worker	Staff Classi- fication 8	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By	Salary Cost By	Average Rate Per
	SH Summary Firm	\$327.90	\$254.13	\$143.45	\$132.61	\$176.68	\$75.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	KNAKA
4. Roadway Analysis	0	0	0	0	٥	۰	0			0	0	0		0	50	#DIWIO
5. Roadway Plans	0	0	0	0	0	0	9	0	0	0	0	0	0	0	\$0	MDIA/O
6a, Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIVIOI
Sb. Drainage Plans	0	0	0	0	۰	0	0	0			0	0		0	\$0	EDIANO!
7. Utilities	0	0	0	0	0	0	0	0			0	0	0	n	\$0	#DIVIOR
Environmental Permits and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIWO!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	٥		٥	50	#DWW!
10. Structures - Eridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	o	\$0	#DIVIO!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIS/ICE
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0			0			0	50	#DIV/O
13. Structures - Medium Span Concrete Bridge	0	0		0	0	0	0	0		0	0	0	0	0	\$0	#DW0!
14. Structures - Structural Steel Bridge	o o	a	0	0	0	0	0	0	0	0	0	0	0	0	50	MDM/MM
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	PDW/01
16. Structures - Movable Span	0	0					0			0	0	0	0	0	50	#DIVID!
17. Structures - Retaining Walls	0	a	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#EXMO
18. Structures - Miscellaneous	0	a	0	0	0	0	0	0	0	0	0	0	0	0	50	#DIV/01
19. Signing & Pavement Marking Analysis	0	0				0	0			0	0	0		o o	50	#DIV/OI
20. Signing & Payement Marking Plans	0	0	0	0	0	0	0		0	0	0	0	0	0	\$0	#DIVIDE
21. Signalization Analysis	0	g	0	0	0	0	0	0	0	0	0	0	0	0	50	#DW/01
22. Signalization Plans	a	0	0	0	0	0	0	0		0	0	0	0	n	80	ADM/Gi
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	SO	HONVION
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	#DIV/O
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#CIVIO!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	o o	\$0	#DIVIO!
27. Survey (Field & Office Support)	0	0		0	0	0	0	ò	0		0	0	0	0	50	\$D\$V/01
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	n	\$0	MONAGE.
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	MONAGE
30. Terrestrial Mobile LiDAR	0	0	0		0	0	0	,	0		0	0	0	0	50	#D#V/0!
31. Architecture Development	n	n	0	0	0	0		0		0	0	0	0		\$0	#DIVID!
32. Noise Barriers Impact Design Assessment	0	0		0	0	0	0	0	0	0	0	0	0	o o	\$0	MONVIOR
32. Intelligent Transportation Systems Analysis	0	0	,		o	0	o	0		0		o o	0	0	50	#DIV/01
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	#CIV/0!
35. Geotechnical	38	1 ,	9	24	3	1	0	0	0	0	0	0	0	38	\$6,722	\$176.90
36. 3D Medeling	0	0		0	0	,	o	0	0	0	0	0	ő	0	50	10,000
Total Staff Hours	38	1 1	9	24	3	1	0	1 0	0	0	0	0	0	38	-	
Total Staff Cost		\$327.90	\$2 377 17	\$1,442.80	\$307.83	5176.68	\$0.00	\$0.00	\$0.00	50.00	\$0.00	50.00	\$0.00		\$6,722.38	\$170.20

This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:

OVERHEAD.

OPERATING MARGIN:

FCCM (Facilities Capital Cost Money):
EXPENSES:

SUBTOTAL ESTIMATED FEE: \$4,722.38 \$6,722.38 \$6,722.38 \$0.00 \$0.00 \$0.00 \$0.00 \$6,722.38 0.000% 0.000% 0.000% SUBTOTAL ESTIMATED FEE:
Survey (Field)

Geotochrical Field and Lab Testing
SUBTOTAL ESTIMATED FEE:
Optional Services
GRAND TOTAL ESTIMATED FEE: \$6,722.38 \$0.00 \$24.277.90 \$31,000.28 \$0.00 \$31,000.28 4-person crew /day

Staff Jours 443978-1 2025-01-30 _Billing Rates xisk Fee Sheet - Sub

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35. Geotechnical

Estimator: H. Bennett, P.E. 1/29/25

Tierra South Florida, Inc.

SHADY BANKS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS

443978-1

Representing	Print Name	Signature / Date
FDOT District	D4	1,120,121,121
Consultant Name	TSFGEO	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	4	4	Taipon River Three (3) Standard Penetration Test (SPT) Borings to depths of 6 feet Three (3) SPT Borings to depths of 15 feet Two (2) Pavement Cores One (1) Bore Hole Permeability (BHP) Test Shady Banks Nine (9) SPT Borings to depths of 15 feet Four (4) Pavement Cores One (1) Bore Hole Permeability (BHP) Test 3*3*2*1+9*4*1 borings = 23 aach.
35.2	Develop Detailed Boring Location Plan	LS	1	1	1	MAT Engineer
35.3	Stake Borings/Utility Clearance	Boring	23	0.1	2	MAT Sr. Engineering Technicien - 23 borings
35.4	Muck Probing	Crew Day			0	(3+9)*15+3*6+(2+4)*2+(1+1)*10 = 230 LF
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	1	2	2	MAT Engineer
35.6	Drilling Access Permits	Location	2	2	4	One permit for each roadway section - MAT Engineer
35.7	Property Clearances	EA			0	
35.8	Groundwater Monitoring	EA			0	
35.9	LBR/Resilient Modulus Sampling	EA			0	
35.10	Coordination of Field Work	100 lf of boring	2.3	0.5	1	MAT Sr. Engineering Technician
35.11	Soil and Rock Classification - Roadway	100 If of boring	2.3	1	2	MAT Engineer
35.12	Design LBR	LS	0		0	
35.13	Laboratory Data	100 if of boring	2.3	0.5	1	MAT Engineer
35.14	Seasonal High Water Table	Boring	23	0.1	2	MAT Engineer
35.15	Parameters for Water Retention Areas	EA	6		0	MAT Project Manager
35.16	Delineate Limits of Unsuitable Material	Crass-section				

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.17	Electronic Files for Cross-Sections	100 If of boring	2.3	0.5	1	MAT Engineer
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Monitor Existing Structures	LS	0	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	
35.21	Geotechnical Recommendations	LS	1	4	4	MAT Project Manager
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	0	0	0	
35.23	Preliminary Roadway Report	LS	1	- 6	6	MAT Engineer=3, MAT Project Manger=3
35.24	Final Report	EA	1	4	4	MAT Engineer=3, MAT Project Manger=1
35.25	Auger Boring Drafting	100 If boring	0	0	0	
35.26	SPT Boring Drafting	100 If boring	2.3	0.5	1	MAT CADO
		Roadway	Geotechni	cal Subtotal	35	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	I-HOSE ONE		0	
35.28	Stake Borings/Utility Clearance	Boring			٥	
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA			0	
35.30	Drilling Access Permits	Location			0	
35.31	Property Clearances	EA			0	
35.32	Collection of Corrosion Samples	EA			0	
35.33	Coordination of Field Work	100 If of boring			0	
35.34	Soil and Reck Classification - Structures	100 If of boring			0	
35.35	Tabulation of Laboratory Data	100 If of boring			0	
35.36	Estimate Design Groundwater Level for Structures	EA			0	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring			0	
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge baring			0	
35.39	Bridge Construction and Testing Recommendations	Bridge baring			0	
35.40	Lateral Load Analysis (Optional)	Bridge boring			0	
35.41	Walls	Wall Boring			0	
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring			0	

35. Geotochnical

Tesk No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.43	Design Soil Parameters for Signs, Signats, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring			۰	
35.44	Box Culvert Analysis	EA			0	
35.45	Preferinary Report - BCR	EA			0	
36.46	Final Report • Bridge and Associated Walls	EA			D	
35.47	Final Reports - Signs, Signals, Box Culvert, Walts and High Mast Lights	EA			٥	
35.48	SPT Boring Drafting	100 H of boring			6	
35.49	Other Geolochnical	LS		_	0	
		Structure	Geotechnie	al Subtotal	0	
		Geotechn	ical Technic	el Subtotel	35	
	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	•	1	1	MAT Engineer
35.52	Technical Meetings	LS		٥	0	Mostings listed below; MAT Chief Engineer
35.53	Quality Assurance/Quality Control	LS	%	2%	1	WAT Chief Engineer
35.54	Supervision	LS	%	2%	1	MAT Project Manager
		Geotechnicz	Nontechnic	cal Subtotal	3	
36.56	Coordination	LS	%	1%	٥	MAT Project Manager
			35. Geotec	hnical Total	- 38	

Technical Moetings	Units	No of Units	Hours/ Unit	Total Hours	Comments PM Attendance at Meeting Required?	Number		
Kickell Meeting with FDOT	EA			0		0		
Boring Leyout Approval	EA			٥		0		
Attend in BDR Review Meeting	EA			0		0		
30/60/90% Submittel Review	EA			٥		0		
Other Meetings	EA			0		0		
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	0		
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3			
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3			
Total Meetings				0	Total Project Manager Meetings (carries to Tab \$)			

Carrier to 35.12

Cerem to Tab 1

PROJECT DEVELOPMENT & ENVIRONMENT PROJECT DATA

Name of Consultant:

SEARCH

ady Banks Neighborhood Improvements

		443978 Project Staff Hours													
Activity No.	Activity	SEARCH	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
2	Project Description and Objectives	0													0
3	Public Involvement	0													0
4	Engineering Analysis & Report	0													0
5	Environmental Analysis & Reports	214													214
6	Environmental Document	0													0
В	Design Services	0													0
ALESS.	Project Total	214	0	0	0	0	0	0	0	0	0	0	0	0	214

Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.

- 2. Staff hours for subconsultants are to be entered manually into columns D through O.
- 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

PROJECT DEVELOPMENT & ENVIRONMENT PROJECT DATA

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

FAP Number:	0								Date:	2/3/2025	Name	of Consultant:	SEARCH			
WORK ACTIVITY	Hours from					EWPL	OVEE CLASSIFIC	ATION			TOTAL STAFF HOURS		ON CADD			
		Prejed Maurer)	Clief Archiologist	Se Southt	Scientist	Sr. Andreadeges	Archinologis	GIS Specialist	Secretary Clerical	Staff Charakanan 9	Staff Chee Heaten 10	Staff Chandwater 11	Staf Claudicative	RA	NEXT	
	Hourt	House	Hears	Hara	Hars	Hours	Hain	Hours	Heurs	Hars	Hars	Hars	Phoure			PERCENT
Project Description and Objectives	0	0	a	a	0	D	0	0	0	a	0	0	0	0	a	
Public Involvement	0	0	٥	a	٥	0	0	0	0	0	0	0	0	0	a	
Engineering Analysis & Report	0	0	0	a	0	0	0	0	0	0	0	0	0	0	0	
Environmental Analysis & Reports	214	0	6	6	73	6	73	24	26	0	0	0	0	214	235	
Environmental Document	0	0	0	a	0	0	Û	0	0	0	0	0	0	0	0	
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	a	
TOTALS	214	0	6	6	73	6	73	24	26	0	0	0	0	214	235	
Pladate: 1. This workshoot provides the distribution of a bridge 2. Total Staff Hours (column to) may not march staff in classoftenization are to be adjusted to staffs in observa-	hours from Summary worksh	eet (column B) cue	to-rounding Staff	hours calculated t	or employee				Field Survey	Estimate: 4-man crew	days	лям	TOTAL.	214	235	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:	443978-1											Project Name:	Tarpon River at	nd Shady Ban
FAP Number:	0								Date	2/3/2025	Name	of Consultant:	SEARCH	
				Staff Hour	Distribution	on Percentag	es - Firm T	otal						
	Hears from "Suremary" sheet From Total	Project Manager	Cred Archaedogist	Sr. Schatilit	Spertst	Sr. Archaeologist	Archieologisz	GIS Specialist	Secretary/ Clarkosi	Staff Classification 9	Ssort Classification 10	Staff Classification 11	Siati Classification 12	Total
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	214	0.0%	3.0%	3.0%	34.0%	3.0%	34.0%	11.0%	12.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Docina Carrione	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	380.0	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

County: FPN FAP No.:	Broward Cou 443978-1 0															
Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Arch seologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per
	. Fram	\$0.00	\$181.63	\$149.61	\$110.47	\$153.75	\$114.01	\$112.35	\$98.60	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#CIV/DI
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#CIV/DI
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/DI
Environmental Analysis & Reports	214	0	6	6	73	6	73	24	26	0	0	0	0	214	\$24,601	\$114.96
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	BOLVIOR
Desire Carriers	2040			0.00			920	17070			V2-20	2222		200.0		10000000000

SALARY RELATED COSTS:

OVERHEAD:

OPERATING MARGIN:

FCCM (Facilities Capital Cost Money):

EVENESSES:

SALARY RELATED SUBTOTAL:

Survey (Field: # by Sub):

OUTOTAL:—SUBCONSULTANT

Optional Services

SUBCONSULTANT TOTAL ESTIMATED FEE: \$24,600.78 \$24,600.78 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$24,600.78 \$0.00 \$24,600.78 4-man crew day \$ - / day

Consult. Name: SEARCH

Name of Project:

Note:

1 This sheet to be used by Subconsultant to calculate its fee.

5. ENVIRON. ANALYSIS & REPORTS

Estimator:

Tarpon River and Shady Banks Neighborhood Improvements

443978-1

Representing	Print Name	Signature / Date
SEARCH		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE	subject to QC					
5.1	Sociocultural Effects					
			5.1 Sociocultu	ral Effects Total	0	
5.2	Cultural Resources					
	Research Design and Survey Methodology *	13	1	0	۵	
	5.2.1 Archaeological and Historic Resources					
	Cultural Resource Assessment Survey (CRAS) *	ts	,	196	196	Archeology, Fiskinch to contail of periestrian survey and law probletility shovel histing of existing right-of- way. Survey includes 1.16 mins of contails in an exist time and explaints and no more than 10 alone (first. No archeological finds are enticipated. AR Buildingmont Rescort—1 exist. Fisiatives: 2 people x 1 day = 16 tes AR Field Total: 29 hrs. Architectural History, Previously rescribed resources violatife for ensource groups and one historic bridge within the APE, Fictionals enticipated is include stocurrentation of one unrecorded distance distinct. Project will follow current SHPO guidance for pool Will reinplochoods. AH Background Rescort—1 = 4 hrs. AH Faidhows: 22 people x 1 day = 16 firs. AH Faidhows: 22 people x 1 day = 16 firs. AH Faidhows: 22 people x 1 day = 16 firs. AH Faidhows: 24 people x 1 day = 16 firs. AH Faidhows: 24 people x 1 day = 16 firs. AH Faidhows: 24 people x 1 day = 16 firs. AH Faidhows: 24 people x 1 day = 16 firs. AH Faidhows: 24 people x 1 day = 16 firs. AH Faidhows: 24 people x 1 day = 16 firs. AH Faidhows: 25 firs. each = 5 hrs. Indige S hrs. each
	CRAS Addendum or Technical Memo, for Pond Sites *	LS	,	0	c	
	Determination of Eligibility (DOE) As Required	1.5	0	0	0	
	Case Study Report *	LS	0	0	a	
	Marrorandum of Agreement (MOA) *	13	0	0	0	
	Section 4(f) Evaluation for Historic Resources *	LS	0	0	0	
	Section 106 Consultation Meetings	LS	0	0	0	
	Native American Coordination Meeting	LS	0	0	0	
	Section 106 Public Involvement	LS	0	0	0	

5. ENVIRON. ANALYSIS & REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Florida Master Site File Farm*	LS	1	8	8	Resource Form (including required maps and photos) for each identified siteratructure (7 historic resources) + Survey Log sheet for project = est. 8 forms.
	5.2.2 Recreational, Section 4(I) *					
	Section 4(f) Determination of Applicability *	EA	0	0	0	
	Section 4(f) "de minimis" documentation "	EA	0	0	0	
	Section 4(f) Evaluation *	EA	0	0	0	
			5.2 Cultural F	tesources Total	204	
5.3	Natural Resources			E		
5.4	Physical Effects	. E				
5.5	Cumulative Effects Evaluation *	EA	0	0	0	
5.6	Project Commitments Record *	LS	1	0	0	
		Environmenta	Analysis and	Report Subtotal	204	
			Hour	s Subject to QC	204	
	Quality Assurance / Quality Control	LS	%	5%	10	
	ENVIRONI	MENTAL ANALYSIS	AND REPORT	TOTAL HOURS	214	



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

December 18,2024

Richard M. Cook, Secretary

NC

Kimley-Horn and Associates, Inc. FULL CONTRACT SIGNING AUTHORITY December 17, 2024

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ΔTI	A 1		_
A 1 1	441	u ı	

BALTIMORE CITY Kraft, Jonathan H. Miller, Sean T. Murphy, Erin M. Smith, Jeff B.

BALTIMORE COUNTY Leffner, Nicholas J. Hutton, Heather

BOSTON Jacques, Christopher Keegan, Katherine A.

CHARLOTTESVILLE Oliver, Jonathan H.

HARRISBURG
Bankert, Larry I.
McGinley, Steve M.

LOUDOUN Bollinger, Kyle T. Giffin, Geoffrey D. Stevens, Ross S.

NORTHERN VIRGINIA Carter, Erica V. D'Alessandro, Jonathan Elman, Paul D. Frosch, Colin Howell, Christopher M. Kauppila, John L. Knox, Sarah E. Koopman, Jennifer R. Lefton, Steven E. Millot, Sean M. Musson, David B. Powell, Meredith P. Prunty, Robert W. Samba, David B. Sauro, Thomas J. Schrader, Carly N. Smith, Andrew T. Teague, M. Zach

PHILADELPHIA CENTER CITY Harmon, Amanda R. Hughes, Paul W. Morgan, Taylor M.

Whyte, Richard D.

PITTSBURGH Beaves, Adele M. Beduhn, Tyler J. Moldovan, William

PRINCETON Diggan, Tony W. Gibson, Adam T.

RICHMOND
Chance, Maxwell P.
Crum, Katie E.
Dougherty, Sean P.
Harrell, Matthew T.
Hill, Corey W.
Lickliter, Ashley C.
McCray, Danielle R.
McPeters, Brian A
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH Chambers, Jon S. Dallman, David B. Davidson, Scott O. Falk, Katherine W. Farthing, Andrew P. France, William D. Funk, Gerald S. Holland, Kimberly R. Holland, Stephen R Mackey, William F. Mertig, Karl E. Moser, Emily A. Niss, Robyn M. Schmitt, Gregory H. Votava Charles F. Wharton, Michelle L. Williams, Kyle D. Yee, Leong Wee

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin A.

CALIFORNIA

COACHELLA VALLEY Sutton, Mike S.

LONG BEACH Hewitt, Melissa A. Phillips, Chad E. Starkey, Jonathan H. LOS ANGELES Duong, Danh Fares, Jean B.

Fares, Jean B. Kyle, Gregory S Phaneuf, Alyssa S. Ranta, Shahrzad

MONTEREY Falgout, Mark A.

OAKLAND Akwabi, Kwasi Colety, Mike D. Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Bossu, David M.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse

PLEASANTON Chazbek, Chadi Johnson, Miles R. Mowery, Michael C. Sowers, Brian E.

RIVERSIDE Cowan, Eugene D. Pollock, John A.

SACRAMENTO
Bhatt, Sheetal K.
Melvin, Enda
Pittalwala, Fareed S.
Schmitt, Michael L.
Tait, Zachary T.
Weir, Matthew D.

SANTA CLARITA Chakravarthy, Srikanth

SAN DIEGO
Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Heustess, Aaron M.
Kaltsas, Joseph D.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.

Podegracz, Anthony J. Ulery, Megan R. Valencia, Jason B.

SAN JOSE Hedayat, Leyla Mehta, Parag G. Venter Frederik J.

SAN MATEO Pulliam, John E.

CAROLINAS

CHARLESTON Edmonson, William C. Guy, Jonathan R.

CHARLOTTE
Blakley, Jr., Stephen W.
Denney, Seth A.
Edwards, Matthew A.
Lewis, Ryan T.
Racer, Joseph M.
Taylor, Benjamin S.

COLUMBIA Iser, Christopher M.

DURHAM DOWNTOWN Lewellyn, Earl R. Raney, Nolan D.

FORT MILL Holcomb, John E.

GREENVILLE Hensley, Stephen A.

HOLLY SPRINGS Brewer, William J.

RALEIGH
Adams, Richard C.
Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Flanagan, Tammy L.
Glass, Brianne M.
Howell, Cory J.
Keil, Ashley R.
Kuzenski, John D.

Leverett, Christopher C. Meador, Emily H. Netzer, Lesley E. Thompson, Erin K.

CENTRAL

DALLAS
Fraccaro, Joseph A.
Galloway, Steven D.
Harris, Mark E.
Henrichs, Tyler B.
Hoppers, Kevin P.
Moss, Bradley J.
Rader, Aaron K.
Samarripas, Anthony M.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
Igo, Chris P.
James, Richard J.
Kubista, Kyle P.
Nathan, Aaron W.
Webb, Floyd C.

FRISCO
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.
Ross, Casey J.

IRVING/LAS COLINAS Ante, Louis N.

FLORIDA

BOCA-DELRAY Webber, Jason A. Haggerty, Jordan L.

DAYTONA BEACH Stubbs, Jarod C.

FORT LAUDERDALE Alam, Mudassar M. Capelli, Jill A. Cordasco, John L. Dabkowski, Adrian K. Emmons, Erin N.

Kimley-Horn and Associates, Inc. FULL CONTRACT SIGNING AUTHORITY December 17, 2024

Falce, Christopher T. McWilliams, John J. Robertson, Stewart E. Viola, Stefano F.

FORT MYERS Bryant, M. Lewis Clark, Kellie R.

GAINESVILLE Brighton, Ali H. Towne, Christopher D.

JACKSONVILLE
Brenny, Martin T.
Deitsch, Brian S.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND Lewis, Jason A. Wilson, Mark E. White, Wayne E. Wynn, Jared M.

LAKE NONA Ashby, Brian S. Stickler, Brooks A.

MELBOURNE Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA Busche, Richard V. Gartner, Amber L. Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Roberts, Heather A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

PALM BEACH GARDENS Long, Jamea M. Meyer, Alexis E. SARASOTA
Cianfaglione, Christopher SUBURBS
D.
Klepper, B. Kelley
Leep, Jordan E.
Pankonin, James R.
KHICAGO
CHICAGO
SUBURBS
Fancler-Sp
Garner, Ch
Heinen, Ar
Kaufman, I

ST. PETERSBURG Arriaga, Brooke R. Bishop, Mark C. Dodge, Dawn M. Walker, Jordan W.

Schmid, Seth E.

TALLAHASSEE DeVeau, Zachariah A. Kalbli, Shawn C. Lewis, Kelsey V.

TAMPA
Bulloch, Kelly B.
Collins III, Carroll E.
Gilner, Scott W.
Lee, Nathan Q.
Nadeau, Gary J.

VERO BEACH
Good, Brian A.
Hollen, Christopher J.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens. Peter J.

WEST PALM BEACH Lee, Jason R. Rapp, Bryan T. Regueiro, Eric Schanen, Kevin M. Schwartz, Michael F. Tercilla, Lindsey A. Walthall, David W.

WPB DOWNTOWN Heggen, Christopher W. Spruce, Michael D.

MIDWEST

CHICAGO
DOWNTOWN
Lemmon, Peter C.
Marnell, Colleen L.
Mayer, Joseph P.
Morton, Jr., Arthur J.
Panter, Jake H.
Whitson, Bryan D.

CHICAGO NORTH SUBURBS Cooper, Jason C. Tracy, Eric J. West, Craig L CHICAGO WEST
rSUBURBS
Fancler-Splitt, Rory K.
Garner, Chad S.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.

COLUMBUS Muller, Justin M. Reeves, Michael C. Schall, Andrew J. Schnug, Regan A.

Walker, William A.

INDIANAPOLIS
Butz, Jr., William A.
Timko, Michael J.
Sheward, Bryan A.
Wolfred, Maurice A.

KANSAS CITY Kist, Matthew D. McKerrow, Jeff D. Myers, Zachary

NORTHEAST OHIO Clements, Kevin J.

TWIN CITIES
Bourdon, Brandon J.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Jensen, Matthew D.
Matzek, William D.
Phipps, Ryan A.
Schmitz, William J.
Wall, Lisa M.
Zimmerman, David

 $\frac{\text{TWIN CITIES} - \text{SOUTH}}{\text{Fosmo, Eric J.}}$

TWIN CITIES- WEST Kuhnau, JoNette L. Manning, Jon T. Wurdeman, Brian M.

MOUNTAIN PACIFIC

ASPEN Christensen, Bryce E.

BOISE PHOENIX
McDougald, Brandon D. Christian, Rajesh S. Nicholson, Tim P. Connelly, Alissa J.

BROOMFIELD Pratt, Anthony J.

COLORADO SPRINGS Gunderson, Eric J. Hess, Mitchell O.

Page 2 of 3

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Garinger, Amy M.
Heiberger, John R.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis M.
McGee, Meaghan M.

EVERETT Lincoln, Bradley J.

Valentine, Brian W.

Wilhelm, William R.

FORT COLLINS Felton, Emily P.

PORTLAND
Belsick, Jody W.
Meyerhofer, Peter N.

SALT LAKE CITY Crowther, Brent C. Gresham, Teresa R. Johnson, Zachary A. O'Brien, Molly M.

SEATTLE
Chen, Nicholas R.
Kamerath, Marcy
Reeverts, Canaan H.
Williams, David S.

SOUTHWEST

LAS VEGAS
Ahartz, Shannon R.
Jones, Christopher R.
Moles, Richard A.
Moore, Devin V.
Mosley, Michael S.
Wolf, Treasea

MESA Burm, Jason M. Grandy, Michael L. Margetts, Sterling T. Mutti, Brent H. Walnum, Nathan C.

PHOENIX
Christian, Rajesh S.
Connelly, Alissa J.
Delmarter, Michael L.
Ehrick, Taylor R.
Henderson, Benjamin J.
Thoma, Jayme R.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.

Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.
<u>RENO</u>
Hildebrandt, Timothy H.
Nasset, Brent J.

SCOTTSDALE
Jupp, Andrew M.
Rutkowski, David R.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Dufour, Zachary J.
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.
Zittrauer, Derek M.

PEACHTREE
CORNERS
Ergle, Kevin B.
Fink, Kenneth L.
Smith, Patrick N.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Elsey, Jeffrey B.
Pastore, Cristina C.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM Bailey, Clark B. Johnson, Elizabeth H.

<u>CHATTANOOGA</u> Skidmore, Benjamin W.

FRANKLIN Espelet, Leonardo E.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE Starling, Charles H.

Kimley-Horn and Associates, Inc. **FULL CONTRACT SIGNING AUTHORITY** December 17, 2024

NASHVILLE

Boyd, Mark R. Creasman, Brett R. McMaster, Ryan L. Neal, Philip H. Rhodes, Christopher D.

SAVANNAH Gwaltney, Jamie N. Marsengill, Chris C.

WOODSTOCK

West, Brian B.

TEXAS SOUTH

AUSTIN EAST Ponton, Clinton J.

AUSTIN NORTH

Boecker, Brian C. Hudson, Harrison M. Kiewit, Jordan S. Neal, Trey A. Parker, Brian J. Araque, Santiago A. VanLeeuwen, Andrew W.

AUSTIN SOUTH

Mason, Sean R. Williams, Robert B.

BRYAN/COLLEGE

STATION

Harris, Joseph C. Lucas, Michael D.

HOUSTON

Cargill, Kenneth W. Deshpande, Vivek Frysinger, Ashley M. Frysinger, Chris V. Guillory, Michael B.

PEARLAND

Hall, Andrew T.

SAN ANTONIO

Brignon, Brit A. Farnsworth, Jeffrey A. Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C. Kirland, Mark R. Lewis, Tyler W.

Kimley-Horn and Associates, Inc. STANDARD CONTRACT SIGNING AUTHORITY December 17, 2024

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC

BALTIMORE CITY Gallagher, Emily J. Monaco, Melanie L. Prosser, Thomas M.

BALTIMORE COUNTY
Bishop, Matt A.
Linkous, Blaine W.

BOSTON
Johnson, Britton E.
Leonor, Danielle D.
Scully, William J.

HARRISBURG Greene, Cory H.

LOUDOUN Phillips, Mark R.

NORTHERN VIRGINIA
Aimone, Keith W.
Jesensky, Kenneth R.
Lette, Zachary A.
Mcintyre, Emma J.
Neupane, Sangam
Timothy, Heather R.

PHILADELPHIA
CENTER CITY
Buckley, Steve M.
Katelhon, Thomas
Lohr, Andrew J.
Ojserkis, Max E.
Vernon, Paul A.

PHILADELPHIA SUBURBAN Caponigro, Anthony A.

PITTSBURGH
DePaolis, Jeffrey M.
Dunmire, Dennis S.

RICHMOND
Anderson, Laura P.
Brooks, Jordan K.
Capparuccini, David M.
Ellington, David B.
Nagle, Andrew S.
Robertson, Nicholas L.
Sciarrino, Sarah A.
Tusing, Ellen

VIRGINIA BEACH
Benson, Laurence N.
Berger, Kodi L.
Bourke, Kathryn B.
Callan, Angela F.
Clark, Ryan D.

Gruzd, Jeremy R. Henderson, Grace M. Pryor, David W. Reim, Benjamin D. Romano, Nicholas P. Sweeney, Lauren E.

CALIFORNIA

COACHELLA VALLEY Hoffman, Frank Luevano, Hannah M.

LONG BEACH Beltran, Amelia M.

LOS ANGELES Bouchet, Maya J. Chandrasekhar, Sowmya Dias, Nicole M.

OAKLAND Aguigui, Kevin G. Chang, Elbert K. Dole, Ryan J. Tanner, Monica R.

ORANGE
Bet Govargez, Barsin
Gaines, Terrence A.
Guzman, Arturo
Koivuniemi, Kyle R.
Lepore, Michael J.
Stake, Austin W.
Zuwawa, Ahmed

PLEASANTON
Huie, Ben Q.
Hoac, Anthony G.
Kirby, Jennifer A.
Muthireddy, Prasanna
R.
Patel, Akash S.
Whaley, Tyler J.

RIVERSIDE Alvarez, Leticia Thomas, Kevin G.

SACRAMENTO Gregerson, Chris P. Miller, Timothy D. Paderna, Robert V. Pantoja, Antonio J.

SANTA CLARITA Choi, Michael

SAN DIEGO Allegoran, Ian B. Boukai, Emily Diorio, Michael A. Jumanan, Lauren K. Kragel, Kyle C. Moreno, Tammie C. Oleskowicz, Nick J.

SAN JOSE Nguyen, Samantha Morgan, Matthew J. Puttagunta, Rabindra Silkwood, Blake A.

SAN MATEO Nelson, Kari K. Braun, Tatiana

CAROLINAS

CHARLESTON
Sutherland, Marianne
M.
Warfield, M. Casey

CHARLOTTE
Claudio-Diaz, Jason L.
Spacek, Anthony J.
Watts, Austin L.

COLUMBIA Clamp, Blake A. Pierce, Gene E.

<u>DURHAM</u> <u>DOWNTOWN</u> Purvis, Zachary G. Westwood, Kelsey R.

FORT MILL Hanson, Andrew J. Massey, Amy B.

GREENVILLE Publicover, Katherine M.

HOLLY SPRINGS Vickery, Bryan T.

RALEIGH
Bostic, Christopher O.
Dale, Jeffery W.
Fluitt, Jon T.
Griffin, Josh W.
Hamby, Joshua B.
Hartshorn, Jason R.
Moore, Jeffrey W.
Phillips, Stacie L.
Robinson, Larry D.

CENTRAL

CELINA Dufour, Ryan T. Hensley, Todd A. Malan, Craig M. Murphree, Brent L.

DALLAS
Dolian, Jeffrey W.
Meza, Sarah M.
McGee, Peyton E.
Moody, Bryan R.
Ploetzner, Jamie L.
Rathbun, Robert A.

DALLAS DOWTOWN Drake, Emily L. Scott, Sarah E.

FORT WORTH
Brewer, Cody R.
DeWeirdt, David J.
Kercho, Joshua C.
Landon, Jeff R.
Tidwell, Trenton D.

FRISCO
Campbell, Kelsey L.
Duenwald, Matt R.
Fletcher, Thomas L.
Hodge, Blake B.
Kaiser, Jason M.

<u>IRVING/LAS COLINAS</u> Delmotte, Ryan M.

MCKINNEY
Budke, Andrew J.
Korus, Rachel A.
Riccardi, Joseph C.
Williams, Stuart A.

NORTHWEST ARKANSAS Cox, B. Matthew

OKLAHOMA CITY Cooksey, Steven R. Schmidt, Luke A.

RICHARDSON Halloin, David M. Gallagher, Daniel P. Kerby, Jonathan C. New, Nathan C.

SHERMAN Carlisle, Michael J.

TERRELL Lucas, Matthew A. TULSA Akerman, Rusty J.

WEATHERFORD Tatum, Jenifer R.

FLORIDA

BOCA-DELRAY Horning, Joshua D. Lopez, Armando J. Walker, Brady J.

DAYTONA BEACH McConnell, Nicole E.

FORT LAUDERDALE Balaban, George Brosman, Matthew P. Lafferty, John F. Ghitelman, Jamie

FORT MYERS
Arnold, Kimberly K.
Eckmann, Douglas H.
Mercer, David K.
Rairden, lan M.

GAINESVILLE Manley, Claire E.

JACKSONVILLE
Cockriel, Joshua W.
Krehbiel, Wendy J.
Reuther, Christopher
M.
Schilling, William J.

<u>LAKELAND</u> Tondreault, Jamison R.

MIAMI
Dorman, Cory D.
Fuentes, Juan J.
Gonzalez, Gregory A.
Herrera, Alberto P.
Lizama, Ignacio L.
Pasken, Kenneth A.

NAPLES Basabi, Sina E.

OCALA Ansari, Mohammad A Elliott, Cara A. Garri, Alan J. Hill, Stewart L. London, Joseph C. Mora, Nick J.

ORLANDO Breton, Ramon F.

Kimley-Horn and Associates, Inc. STANDARD CONTRACT SIGNING AUTHORITY December 17, 2024

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

Gallo, Victor H. Garau, Michael Gillespie, Matthew S. Truman, Stephen Woodward, Mike R.

PALM BEACH
GARDENS
Long, Jon C.
Piccolo, Jerry M.
Bacheler, Victoria A.

PANAMA CITY BEACH Brittain, Jeff M. Stewart, Erin A.

SARASOTA Gremaux, Ty E. Miele, Ashley M.

ST. PETERSBURG Hughes, Shelby N. Schneider, Jared R. Semago, Michael A.

TALLAHASSEE Appel, Felicity J. Clayton, Brennon M. Dempsey, Dwight D. Snipes, Cameron R.

TAMPA
Hatton, Christopher C.
Johnson, Sarah P.
Spinner, William T.

VERO BEACH Grimaldi, Jill T. Kleier, Eric J.

WEST PALM BEACH Hetherington, Heather C. Johnson, Brett A. Kagawa, Ron M. Ng, Hooi Gin

WPB DOWNTOWN Haigh, Jonathan D.

MIDWEST

CHICAGO DOWNTOWN Duyar, Melissa

CHICAGO NORTH SUBURBS Stoehr, Peter A. CHICAGO WEST
SUBURBS
Albers, Emma J.
Eschbach, Taylor R.
Kenyon, Jared J.
Summers, Nathan A.
Szafranski, Thomas J.

COLUMBUS
Kershner, Kevin D.
Kufahl, Gregory D.
Schneider, Andrew M.

<u>DETRIOT</u> Wilson, Scott M.

INDIANAPOLIS Schreeg, Brandon M.

KANSAS CITY Gallo, Anthony A.

TWIN CITIES
Catchpool, Alan L.
Fenouil, Ashley A.
Tadt, Eric J.

TWIN CITIES-SOUTH Lokensgard, Arik C. Moren, Luke

TWIN CITIES- WEST Koller, Andrea P. Sieh, Patricia D.

MOUNTAIN PACIFIC

BOISE Bard, Teller R.

BROOMFIELD Kahn, Jeremy Mack, Dana L.

COLORADO SPRINGS Kofford, Kevin R. McCallum, Jessica J.

DENVER
Griffin, Erin L.
Hopkins, Christopher E.
Madrid, Shelby A.
Watson, Kyle E.
Wolterstorff, Darren R.

EVERETT Koltonowski, Edward T. Martin, Deanna FORT COLLINS Sheahan, Caitlin A.

<u>LEHI</u> Bick, Christopher P. Matem, John D.

PORTLAND
Baxter, Donald J.
Lahey, Anna R.

SALT LAKE CITY
Borg, Alexandra L.
Cozzens, Nancy G.
Herrick, Christine N.
Morton, Leslie
Risano, Amanda J.
Williams, Nicole M.

SEATTLE
Daneker, Kathryn F.
Willmot, Elizabeth A.

SOUTHWEST

LAS VEGAS
Ackeret, Thomas E.
Hunnicutt, Marianna A.
Saner, Lindsay S.
Wakenhut, Jonathan R.

MESA Bearat, Lina H. Haase, Deanna C. Wright, Bryan M.

PHOENIX
Artiles, Arnoldo A.
Colombo, Michael A.
Jones, Traver M.
Kay, Tyler W.
Schmidt, Zachary R.
Whitehurst, Eric A.
Woolery, Christopher C.

RENO Giacomin, David J. Hughey, Stephen T.

SCOTTSDALE Frame, Garrett G. Haney, Stephen E.

TUCSON Field, Rebeca V. Harris, Erin E.

SOUTH

ALPHARETTA Clark, Logan D. Landry, Troy M. Reynolds, Josh C. Rubenstein, Marcus A. Shade, Eric H.

PEACHTREE
CORNERS
Duarte, Juan P.
Horbal, Bradley L.

ATLANTA MIDTOWN
Manners, Jason R.
Ruelle, Michael J.
Skinner, Shannon
Zakem, Charles A.
Zhang, Bingling

BIRMINGHAM Mills, Kirk C.

FRANKLIN McGowan, Mary G.

HUNTSVILLE Brown, Jennifer A. Smith, Clay B.

MEMPHIS
Hammond, Michael J.
Lewis, Heather M.
Mays, James D.
Swett, Douglas A.

NASHVILLE
Boles, Brendan J.
Boyd, Jenna S.
Eley, Alisha R.
Gram, Ryan J.
Krebs, Meridith C.

SAVANNAH Clouser, Brian D. Hunt, Rhodes S.

WOODSTOCK McKinnon, Jared K.

TEXAS SOUTH

AUSTIN EAST Garau, Natalia Lissak, Matthew J.

AUSTIN NORTH Ballard, Lance D Fowler, Thomas M. Gutierrez, David H. Lundquist, Samuel J. Smith, Robert J. Steadman, Alexander C. Wilkins, Bradley M.

AUSTIN SOUTH
Green, Benjamin L.
Loftis, Michael A.
Shoppa, Dwayne M.
Pheiffer, Sam T.

BRYAN/COLLEGE STATION Puente, Daniel Eli

GEORGETOWN Helton, Austin S. Miksch, Joshua W. Mitchell, Tyler G.

HOUSTON
Allsop, Benjamin C.
Elkins, Daniel J.
Kelly, Stephen J.

SAN ANTONIO
Aniol, Stephen J.
Avery, Amy E.
Cobler, Nathan R.
Link, Jason, R.
Parenica, Aaron K.
Pierce, Nolan W.
Sowa, Vincent R.
Underwood, Richard J.

SAN MARCOS Schaefer, Jordan P.

THE WOODLANDS
Harland, Sara L.
Lanier, Morgan
Pickering, Bradford W.

Kimley-Horn and Associates, Inc. SIGNING AUTHORITY FOR CONTRACT DOCUMENTS OTHER THAN PROJECT AGREEMENTS December 17, 2024

The following individuals have authority to sign contracts and legal documents within their functional area, including but not limited to office leases, facility rental agreements, software purchase or license agreements, tax returns, purchase agreements for supplies, agreements to procure accounting, legal, recruiting, training, communication or other services not directly related to client service.

Balltzglier, Lindsey M. Barber, Barry L. Becker, Chad M. Burton, Luke Cleland, Anne F. Cook, Richard N. Dalton, Edward T. Flanagan, Tammy L. Keil, Ashley R. Hall, Lori A. Harris, Jessica L. Henderson, Erin P. Hendrickson, Chelsey Krell, Gabriel M. LeFebvre, Julia K. Lefton, Steven E. Manassa, Aaron B. McEntee, David L. Miller-Murphy, Eileen Mutti, Brent H. Nathan, Aaron W. Otto, James N. Plessinger, Kimberly A. Provost, Catherine M. Read, Steven D. Sizemore, Kelly B. Skeehan, Daniel L. Stansifer, Robert M. Venters, Samantha M. Ward, Michelle Weir, Jeffrey S. Williams, Laura J. Wolff, Ryan N.

Regional Business Managers may sign office supply, facility rental agreements, and other miscellaneous services for their regions.

Regional Accounting Managers may sign lien waivers.



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

I hereby certify that the following persons hold the office of Assistant Secretary of the corporation and are duly authorized to execute and attest to documents on behalf of the corporation.

Ravi Wijesundera Carlos Florian Tomas Olivera Tom O'Donnell

Dated:

Richard N. Cook, Secretary





AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS (Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- 3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
- 4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- 5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- 6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
- 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
- 9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Stefano F. Viola	_{Title:} Vice-President	Entity:	Kimley-Horn and Associates, Inc.
Signature:	Date: 3/20/25		
<u>4</u>	NOTARY PUBLIC ACKNOWEDGE	EMENT S	ECTION
STATE OF Florida			
COUTY OF Broward			
The foregoing instrument was notarization, this day of	acknowledged before me by 2007 b	neans of y Stefan	physical presence or online o F. Viola , as
Vice-President	for Kimley-Horn and Associate	es, Inc.	, who is
personally known to me of who had been supported by the Notary Public Signature: Print Name: Shanda Sytton Layne	leve.	(Notery	SHANDA SUTTON LAYNE SHANDA SUTTON LAYNE Notary Public - State of Florida Commission # HH 243804 My Comm. Expires Apr 4, 2026

Bonded through National Notary Assn.

The undersigned, on behalf of Kimley-Horn and Associates, Inc.				
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)				
a North Carolina nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury, (State entity is registered) hereby deposes and says:				
My name is Stefano F. Viola (Print complete name of corporate officer/authorized representative)				
I am an X officer or authorized representative (Select one) of the Nongovernmenta Entity. My title is: Vice-President (Print title of corporate officer/authorized representative)				
 I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised. 				
Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.				
Signature of Officer or Representative:				
Office Address: 8201 Peters Road, Suite 2200, Plantation, FL 33324				
Email Address: stefano.viola@kimley-horn.com				
Main Phone Number: 954-535-5100 FEIN No.: 56-0885615				
STATE OF Florida COUNTY OF Broward				
Sworn to and subscribed before me by means of physical presence or online notarization, this 20th day of March, 2025, by Stefano F. Viola (Print name of corporate officer/representative)				
SHANDA SUTTON LAYNE Notary Public - State of Florida Notary Public - State of Florida Shanda Sutton Layne Print, Type or Stamp Commissioned Name of Notary Public)				
Personally Known OR Produced Identification				
Type of Identification Produced				
Page 1 of 1				



CERTIFICATE OF LIABILITY INSURANCE

3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola		
Edgewood Partners Insurance Agency	PHONE (A/C, No, Ext): 7702207699	(A/C, No):	
3780 Mansell Rd. Suite 370 Alpharetta GA 30022	E-MAIL ADDRESS: greylingcerts@greyling.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: National Union Fire Ins Co of Pittsbu	urg 19445	
INSURED KIMLASS	INSURER B: Allied World Assurance Co (U.S.) Inc. 194		
Kimley-Horn and Associates, Inc.	INSURER C: New Hampshire Insurance Compan	y 23841	
421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER D: Lloyd's of London	85202	
3.4,	INSURER E:	No. of the Constitution	
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1195257012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S			
X COMMERCIAL GENERAL LIABILITY		GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000			
X Contractual Liab					MED EXP (Any one person)	\$ 25,000			
					PERSONAL & ADV INJURY	\$ 2,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000		
POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 4,000,000			
OTHER:						\$			
AUTOMOBILE LIABILITY	CA2970071 (MA) 4/1/2025		4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000				
X ANY AUTO		CA2970071 (MA)	4/1/2025	4/1/2026	BODILY INJURY (Per person)	\$			
					BODILY INJURY (Per accident)	\$			
HIRED V NON-OWNED					PROPERTY DAMAGE (Per accident)	\$			
						\$			
X UMBRELLA LIAB X OCCUR		03127930	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 5,000,000			
X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000		
DED X RETENTION \$ 10,000						s			
WORKERS COMPENSATION		WC067961230 (AOS)		4/1/2026	X PER OTH-				
ANYPROPRIETOR/PARTNER/EXECUTIVE N	Construction of the Constr	N/A	N/A	and the second s	WC013711885 (CA)	/C013/11885 (CA) 4/1/2025	4/1/2026	E.L. EACH ACCIDENT	\$2,000,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000			
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$2,000,000			
Professional Liability		B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	\$2,000,000 \$2,000,000			
	CLAIMS-MADE X OCCUR X CONTractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HON-OWNED AUTOS ONLY X EXCESS LIAB DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HORD AUTOS ONLY X HORD AUTOS ONLY X HORD AUTOS ONLY X HORD AUTOS ONLY X EXCESS LIAB CLAIMS-MADE DED X RETENTION\$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X NON-OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	CLAIMS-MADE X OCCUR X Contractual Liab	CLAIMS-MADE X OCCUR X Contractual Liab	CLAIMS-MADE X OCCUR X Contractual Liab CEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT X LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIEED AUTOS ONLY AND EMPLOYERS' LIABILITY ANY PROPERTOR AUTOS A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: CAM#25-0145; DESIGN & PROFESSIONAL SERVICES - RFQ EVENT #316-TARPON RIVER & SHADY BANKS NEIGHBORHOOD IMPROVEMENTS; Stefano Viola. The City of Fort Lauderdale is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Lauderdale 401 SE 21st Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Lauderdale FL 33316	Gregg B-deful

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

- maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if no	t shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 067-96-1230

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Authorized Representative

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

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(Ed. 04/84)		