

DOCUMENT ROUTING FORM

3 ✓ 8/6/14 L

NAME OF DOCUMENT: **AGREEMENT WITH TRANSYSTEMS CORPORATION CONSULTANTS FOR STRUCTURAL BRIDGE ENGINEERING CONSULTING SERVICES MASTER PLAN, RFQ 946-11310 - \$285,033.70 WITH REVISED EXHIBIT "A"**

Agreement Approved Comm. Mtg. on **APRIL 1, 2014** CAM# **14-0399** ITEM: **PUR-4**

Revised Exhibit "A" Approved Comm. Mtg. on **JULY 1, 2014** CAM# **14-0810** ITEM: **PUR-15**

Routing Origin: CAO Also attached: copy of CAR copy of document

On 7/2/14, Linda B. forwarded to: **ELIZABETH COHEN, PURCHASING**

1.) Approved as to Content: [Signature] for Handepp
Department Director

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 7/2/14
Finance Director

Amount Required by Contract/Agreement \$ 285,033.70 Funding Source: PBS040901

Dept./Div. PBS/ENG Index/Sub-object 3437 Project # N/A

3.) City Attorney's Office: Approved as to Form: 3 Originals to City Mgr. By: Paul Bangel
Paul G. Bangel ✓

4.) Approved as to content: Assistant City Manager:
By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

- 5.) Acting City Manager: Please sign as indicated and forward 3 originals to Clerk.
- 6.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

7.) City Clerk: retains one original of documents and forwards 2 original documents to:
~~JAMES HEMPHILL, PROCUREMENT, X5143~~
Ronald Mehey Elizabeth Cohen 6167
 Original Route form to Linda Blanco, CAO Cohen 5141

8/4

AGREEMENT

Between

City of Fort Lauderdale

and

TranSystems Corporation a/k/a TranSystems Corporation Consultants

for

CONSULTANT SERVICES

for Project

Structural Bridge Engineering Consulting Services Master Plan

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 1st day of April, 2014, by and between City of Fort Lauderdale, a Florida municipality, ("CITY"), and TranSystems Corporation, a Missouri corporation authorized to transact business in the State of Florida, also known in Florida as TranSystems Corporation Consultants, ("CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, at its meeting of April 1, 2014 authorized by motion, the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Structural Bridge Engineering Consulting Services Master Plan, RFQ No. 946-11310 (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.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated April 1, 2014, and any duly authorized and executed Amendments to Agreement.
- 1.2 CERTIFICATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY, authorizing a revision of this Agreement between the CITY and the 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. The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.
- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.

- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.8 CONSTRUCTION COST LIMIT: 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.
- 1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.10 CONSULTANT: TranSystems Corporation, a Missouri corporation authorized to transact business in the State of Florida, also known in Florida as TranSystems Corporation Consultants, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works 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.
- 1.12 CONTRACTOR: One or more individuals, 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.
- 1.13 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.14 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.15 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.16 OMISSION: A scope of work missed by the 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.

- 1.17 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 1.18 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.19 PRELIMINARY PLANS: The documents prepared by the 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.
- 1.20 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 the 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.
- 1.21 RESIDENT PROJECT REPRESENTATIVE: 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.
- 1.22 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.
- 1.23 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Structural Bridge Engineering Consulting Services Master Plan, as more specifically described in Exhibit "A," and Exhibit "B" Scope of Services, attached hereto and incorporated herein. CONSULTANT shall provide all services set forth in Exhibit "A" and Exhibit "B" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by 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" and Exhibit "B" 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 professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, 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
TASK ORDERS FOR ADDITIONAL SERVICES

- 5.1 Task Orders for additional services shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements. These Task Orders shall be considered supplemental to the general description of basic services as described in Exhibit "A" and Exhibit "B".
- 5.2 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
 - 5.2.1 Providing additional copies of reports, contract drawings and documents;
and
 - 5.2.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.4 In the event CONSULTANT is unable to complete the services on the date or dates as provided in this Agreement, or subsequent Task Orders, because of delays resulting from the untimely review and approval by CITY and other governmental authorities having jurisdiction over the Project, CITY may grant an appropriate extension of time for completion of the work. It shall be the responsibility of the CONSULTANT to notify the CITY promptly in writing

whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

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

ARTICLE 6

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" and Exhibit "B" within the time periods specified in this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed and a purchase order. 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.
- 6.3 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.

- 6.4 The time for the performance of services described in Exhibit "A," and Exhibit "B" Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
- 6.5 The Term of this Agreement shall be limited to the time required to complete the Basic Services of the Project and any additional Project related Task Orders for additional services.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" and Exhibit "B" required under the terms of this Agreement up to a total Not to Exceed Amount of \$285,033.70. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" and Exhibit "B" for total compensation in the amount of or less than that stated above. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "C."

7.2 REIMBURSABLES

7.2.1 There are no reimbursable expenses associated with this Agreement.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. It shall be deemed unacceptable for the 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.

7.4 METHOD OF PAYMENT

7.4.1 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.

7.4.2 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.

7.4.3 Upon mutual agreement by both CITY and CONSULTANT, payment shall be made by CITY to CONSULTANT using a CITY P-Card. If payment is not made using a CITY P-Card, payment will be made to CONSULTANT at the following address:

TranSystems Corporation a/k/a TranSystems Corporation Consultants
2400 East Commercial Blvd., Suite 1000
Fort Lauderdale, Florida 33308

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 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.

8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.

- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. 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. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 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 obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 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. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not

be responsible for any redesign without compensation.

- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 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.
- 9.7 The CITY shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 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.
 - 9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the 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.
 - 9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.

- 9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the 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.
- 9.8.6 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. 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 10 CITY'S RESPONSIBILITIES

- 10.1 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.
- 10.2 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.
- 10.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 10.4 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 11
MISCELLANEOUS

11.1 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. 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. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the 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.

11.2 TERMINATION

11.2.1 It is expressly understood and agreed that the CITY may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered 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 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. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the CITY of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2 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.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, 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 11.27, NOTICES.

11.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 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 not been performed.

11.3 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 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.

CONSULTANT shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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

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

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition,

CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

11.5 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.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not

been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 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 sub-consultants proceeding with any work.

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

The list of subconsultants submitted is as follows:

Marlin Engineering Inc.
2191 NW 97th Ave.
Doral Florida 33172

11.8 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 11.7.

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

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

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall defend, counsel being subject to CITY's approval, and indemnify and hold harmless CITY and CITY's officers and employees from any and all claims, liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, any award of

attorneys' fees and any award of litigation costs, in connection with or arising directly or indirectly out of any act or omission by the CONSULTANT or by any officer, employee, agent, invitee, subcontractor, or subconsultant of the CONSULTANT. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and CITY's city attorney, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of 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.

11.9.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.9.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.10 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 \$100.00. 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 \$100.00 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 \$100.00, 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, or to extend the CITY'S liability beyond the limits established in said Section 768.28; 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.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants

and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit
Each Occurrence \$1,000,000

Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

- B. Endorsements Required:
 City of Fort Lauderdale included as an Additional Insured
 Broad Form Contractual Liability
 Waiver of Subrogation
 Premises/Operations
 Products/Completed Operations
 Independent Contractors
 Owners and Contractors Protective Liability

11.11.3 BUSINESS AUTOMOBILE LIABILITY

- A. Limits of Liability:
 Bodily Injury and Property Damage - Combined Single Limit
 All Autos used in completing the contract
 Including Hired, Borrowed or Non-Owned Autos
 Any One Accident \$1,000,000
- B. Endorsements Required:
 Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
 Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Consultant must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible- not to exceed	\$100,000

11.11.6 All insurance policies required above shall be issued by companies

authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.
- B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

11.12.1 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.

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters

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

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

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their 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.

11.15 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.

11.16 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.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or

frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

11.18 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.

11.19 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.

11.20 COMPLIANCE WITH LAWS

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

11.21 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.

11.22 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.

11.23 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.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms 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.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 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, 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: City Engineer
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5772

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: G. Alan Klevens, PE
TranSystems Corporation a/k/a TranSystems Corporation
Consultants
2400 East Commercial Blvd., Suite 1000
Fort Lauderdale, Florida 33308
Telephone: (954) 653-4700

11.28 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.

11.29 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.

11.30 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 1 year following the end of the contract.

11.31 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.

11.32 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.

11.33 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), this Section applies to any contract for goods or services of \$1 million or more:

The CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The CITY may terminate this Contract at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been

engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF FORT LAUDERDALE, a
Florida municipality

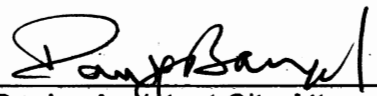
By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

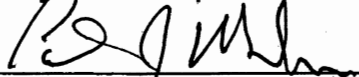

JONDA K. JOSEPH
City Clerk

Approved as to form:

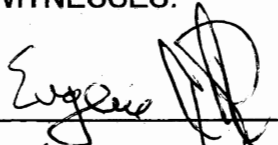

Senior Assistant City Attorney

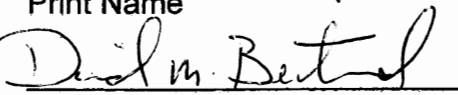
CONSULTANT:

TranSystems Corporation a/k/a
TranSystems Corporation Consultants

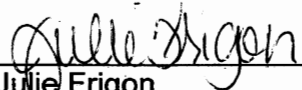
By: 
Paul J. Malir, President

WITNESSES:


Eugene J. Pope
Print Name


David M. Bertrand
Print Name

ATTEST:


Julie Frigon
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 15th day of July, 2014, by Paul J. Malir as president of TranSystems Corporation, a Missouri corporation authorized to transact business in the State of Florida, also known in Florida as TranSystems Corporation Consultants.

(SEAL)



DONNA A. WESTON
MY COMMISSION # EE 025175
EXPIRES: October 18, 2014
Bonded Thru Budget Notary Services



Notary Public, State of Florida
(Signature of Notary Public)

Donna A. Weston

Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"

Scope of Services

The bridge master plan shall consist of individual structural evaluation reports for the City's 52 bridges. These reports shall be consistent with the applicable professional standard of care to identify and quantify the deficiencies of the bridge and recommend whether the bridge structure requires repair, rehabilitation or replacement. Report assessment and recommendations shall be in compliance with the imposed guidelines set in the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The final report shall also include construction cost estimates for:

- a) Repair
- b) Rehabilitation
- c) Replacement as applicable

All reports shall bear the seal and signature of a Professional Engineer, licensed in the state of Florida. This request for qualifications (RFQ) is subject to the requirements of the Consultants' Competitive Negotiations Act (CCNA) as required by Florida Statutes 287.055.

General Information:

This master plan will enable the City of Fort Lauderdale to assess, fund and schedule the proper rehabilitation or replacement proposed plan for City bridges, and also assess the status of the channel under each bridge for possible scouring.

Scope of Services

For all following items, assessment and inspection personnel shall consist of:

- (1) Commercial rated divers with dive tender
- (1) Rescue diver/supervisor/communication.
- (1) Florida Licensed Engineer specialized in bridge.
- (1) CADD Technician

All associated equipment and procedures shall meet or exceed Army corps of

Engineers, OSHA standards and shall comply with the Association of Diving Contractors.

Communication equipment shall enable supervisor and City inspector/engineer to see underwater inspection and communicate with the diver during inspection at any time. On completion of inspection, contractor shall provide detailed reports including and not limited to video and written reports.

CONSULTANT will be required to execute the following work scopes:

Item #1: DIVING INSPECTION WITHOUT BOAT

Furnish all labor, material, and fully equipped diver (no boat) to perform diving inspection at all bridge locations. Mobilization and demobilization from the job site shall be included. Inspection time shall start after diving equipment is operational landside and diver enters the water as agreed by the City inspector. Inspection time shall end as soon as the diver exits the water as agreed by the City inspector. Under this scope of work, CONSULTANT shall inspect condition of existing scouring under bridge bulkheads, substructure concrete piles.

Item #2: DIVING INSPECTION WITH BOAT

Furnish all labor, material, and fully equipped diver including boat or barge (including docking fees, gas fees and operator with a valid license) to perform inspection at all bridge locations. Mobilization and demobilization from the job site are included. Inspection time shall start after diving equipment is operational and diver enters the water as agreed by the City inspector. Inspection time shall end as soon as the diver exits the water as agreed by the City inspector. Under this scope of work, CONSULTANT shall inspect condition of existing scouring under bridge bulkheads, substructure concrete piles.

Item #3: VISUAL INSPECTION AND RECOMMENDATION

CONSULTANT shall inspect all components of the bridges from superstructure to substructure including and not limited to both approach slabs.

CONSULTANT shall indicate all deficiencies encountered during inspection of the bridge components.

Deficiencies include cracks, concrete spall and exposed concrete reinforcement

Cracks

Cracks shall measured in terms of width length and if possible depth.

Location of

Cracks shall be shown on a schematic sketch for both superstructure and substructure.

Concrete spalls

All concrete spalls shall be measured in terms of volume. Location of concrete spalls shall be shown on a schematic sketch for both superstructure and substructure.

Exposed reinforcement

CONSULTANT shall measure the length of exposed reinforcement. Location of all exposed reinforcement shall be shown on a schematic sketch. CONSULTANT shall also provide the amount of section loss due to corrosion for all exposed reinforcement.

Item #4: REPORTS

CONSULTANT shall submit a detailed report of all structural deficiencies as indicated in items #1, #2 or #3 of the scope of work as requested/required. Report for each structure shall include and not be limited to: locations and measurements of all deficiencies, pictures, videos, as well as recommendation for repair, rehabilitation or complete replacement of structure including associated costs. Report shall be signed and sealed by a registered professional engineer in the state of Florida. Three (3) copies of the reports shall be provided to the City of Fort Lauderdale.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

EXHIBIT "B"

PROFESSIONAL SERVICES

The CONSULTANT shall perform the following professional services related to a contract for Structural Bridge Engineering Consulting Services Master Plan consultant services and shall include the following services:

PROFESSIONAL SERVICES

1. TranSystems will perform a field inspection at each of the City's 52 bridges. These inspections will include review of all bridge structural elements, and note structural features of the bridge that do not meet current design criteria, like approach guardrail protection and barriers/railings. As discussed with City personnel, inspections will be scheduled for low tide conditions so that the bridge superstructure (topside and underside) will be accessible to TranSystems staff for visual inspection. Inspection of substructure elements below the waterline, including bridge bulkheads, will be performed by our subconsultant, Marlin Engineering, Inc., who will use a four person team, three individuals to meet OSHA and ADCI commercial diving standards, with an additional individual to attend to requested video of the underwater inspection. Inspection of bulkheads and seawalls outside the limits of the bridge width is not included in the field inspection. All equipment needed to access the bridge and complete the inspection will be provided by TranSystems or Marlin Engineering.
2. Bridge No. 865748, the 11th Avenue swing bridge, will include mechanical and electrical inspection, as well as structural and underwater inspection.
3. All parts of the bridges can be visually inspected without the need for lane closures. Any costs to provide lane closures are not included.
4. A bridge inspection report will be prepared for each bridge. Each report will include all deficiencies noted during the inspection, organized by bridge component. Photographs will be used to supplement and support noted conditions, as well as clarify conditions and locations. Sketches will be provided when written descriptions and photographs are insufficient to show the extent of deterioration.
5. In addition to documentation of deficiencies, each report will include discussion of necessary short term and long term recommendations. Short term recommendations will reflect the need for repairs to be performed now, and will focus on serious conditions that may require action before the long term recommendations could take place. Long term recommendations will be grouped into five year program windows, i.e. 0-5 years, 6-10 years, 11-15 years and 16-20 years from the time of inspection, and will focus on anticipated remaining life and the need for rehabilitation or replacement. Remaining life is not easily quantifiable; we will use our experience to provide sound reasoning for recommendations and the timeframe anticipated.

6. Opinions of probable costs will be provided for both short term and long term recommendations. Costs will include engineering, construction and construction management, as would be anticipated based on the recommendation made. Costs will use Florida DOT cost history information as a basis, as modified by our experience and judgment with actual projects and for the smaller bridges that comprise the City's inventory.

7. Three hard copies of each individual inspection report will be signed and sealed by a Florida-registered professional engineer and submitted to the City for review.

8. Upon receipt of comments from the City for all of the individual inspection reports, we will prepare a Summary Report to discuss the condition of all the City's bridges and make prioritized recommendations for work based on the long term recommendations provided in the individual bridge reports. Recommendations will be broken down within the five year program windows described in item 4.

9. The Summary Report will include each of the individual bridge reports as an addendum, as well as CDROM or DVD that contains a PDF of the summary report and each of the inspection reports, all photos and all videos taken as part of the project. One hard copy of the final summary report, signed and sealed by a Florida-registered professional engineer, and including the electronic files on CD-ROM or DVD, will be submitted to the City.

Task 1 Individual Bridge Inspection and Report

Part A - Topside superstructure inspection:

CONSULTANT shall perform a field inspection at each of the City's 52 bridges. These inspections shall include review of all bridge structural elements, and note structural features of the bridge that do not meet current design criteria, like approach guardrail protection and barriers/railings. As discussed with City staff, inspections shall be scheduled for low tide conditions so that the bridge superstructure (topside and underside) will be accessible to CONSULTANT for visual inspection.

The deck and associated elements, including the joint system, traffic barriers and approach slabs, shall be inspected and signs of distress located and measured, such as cracks, spalls, settlement, and impact damage.

Superstructure elements shall be examined for any deficiencies, particularly impact damage, or deterioration caused by the elements and lack of proper maintenance. Impact damage and section loss shall be documented, including broken reinforcing steel bars, prestressing strands or cracked welds. The ends of cracks on steel elements shall be marked to track any future growth that may occur.

Substructure elements above the water line shall be examined for cracks and

spalls on pile caps, spalls on prestressed or reinforced concrete piles, and any damage which may be occurring to the substructure units or slope protection due to joint leakage, as evidenced by water staining and erosion. Abutments, piers, bents, and wingwalls shall be inspected for evidence of vertical, lateral, or rotational movement. Bearing seats shall be inspected for cracking, spalling and accumulation of debris which accelerates deterioration.

Slope protection shall be examined for signs of slope washout and settlement. Close attention shall be paid to open joints between the slope protection and other elements.

Prestressed and reinforced concrete elements shall be examined for early evidence of corrosion of prestress tendons and/or mild steel reinforcing. Questionable areas shall be hammer sounded to determine if delamination has occurred. Special attention shall be given to impact damaged beams and elements that show any signs of overload. Losses to reinforcing steel and section loss due to spalling shall be recorded. Bearing areas shall be examined for spalling and other distress due to bearing restraint, inadequate support, and thermal movements. Cracking in the flexure areas (midspan for simply supported beams and slabs) shall be documented with particular attention given to the presence of efflorescence or rust staining which indicate moisture penetration and possible future delamination. Hammer sounding shall be used to determine the extent of deterioration.

Inspections shall include looking for signs of displacement such as misalignment of curbs and railings, separation at construction joints, and unusual cracking (not in expected flexural or shear areas).

Steel elements shall be reviewed over their entire visible lengths, and particular attention shall be given to areas susceptible to corrosion and fatigue. Welded steel beams, built-up from rolled steel or steel plate sections, are susceptible to fatigue cracking at the termination of cover plates and connection plates including diaphragms and stiffeners. These details shall be examined to detect the presence of visible cracks, particularly those members where out of plane bending could be occurring such as at stiffeners, connection plates which are not rigidly connected to the flanges, skewed bridges, etc.

Bridge No. 865748, the 11th Avenue swing bridge, shall include mechanical and electrical inspection. After reviewing previous inspection reports, mechanical and electrical inspection shall begin by interviewing maintenance and operations personnel to obtain information regarding the current operation of the bridge and to determine if any abnormal conditions exist. In addition, inspection personnel shall establish effective communication procedures with the bridge operator to ensure the safety of the bridge inspection team and to keep the span operational throughout the inspection.

Work shall include a hands on inspection of all mechanical and electrical components, including the span drive system, span control system, span support

system, traffic control equipment, auxiliary drive system, navigational aids, and other components that may affect reliable, safe operation and maintenance. Each component shall be observed during operation for evidence of unusual conditions. The mechanical and electrical systems shall be observed for proper sequence of operation and safety interlocks. In addition an assessment as to the current level of maintenance and housekeeping will be made during the inspection, to include observations on component obsolescence. Maintenance is critical to the proper function of the movable bridge. Inspections shall check for proper maintenance including lubrication, cleanliness and paint deterioration of the mechanical components. All lube fittings shall be checked to ensure they are in place and receiving adequate lubrication. Evidence of over-lubrication of components such as couplings that frequently have damaged seals as a result of improper lubrication techniques shall also be checked.

Prior to leaving the bridge at either the end of the work day or at the completion of the inspection the inspection team shall request a bridge functional verification opening from the bridge operator to ensure that the bridge operates satisfactorily.

All parts of the bridges can be visually inspected without the need for lane closures. Any costs to provide lane closures are not included.

Inspection of bulkheads and seawalls outside the limits of the bridge width is not included in the field inspection. All equipment needed to access the bridge and complete the inspection shall be provided by CONSULTANT.

Part B - Bridge inspection substructure/underwater:

Inspection of substructure elements below the waterline, including bridge bulkheads, shall be performed by CONSULTANT using a four person team, three individuals to meet OSHA and ADCI commercial diving standards, with an additional individual to attend to requested video of the underwater inspection.

Inspectors shall note all deficiencies found with locations and measurements, including but not limited to:

- Heavy scaling of older concrete piles,
- Corrosion and section loss to steel piles, especially at the water line,
- Loss of backfill from behind bulkheads due to open joints,
- Piles fractured during pile driving,
- Older repairs to piles (such as pile jackets), and deterioration of pile jackets,
- Slope protection failure due to poor maintenance or ineffective control of drainage
- Vertical cracks and spalls in piles in the splash zone due to expansion of corroded reinforcement or prestressing

Inspection of bulkheads and seawalls outside the limits of the bridge width is not included in the field inspection. All equipment needed to access the bridge and complete the inspection shall be provided by CONSULTANT.

Part C - Individual bridge inspection reports

A bridge inspection report shall be prepared for each bridge. Each report shall include all deficiencies noted during the inspection, organized by bridge component. Photographs shall be used to supplement and support noted conditions, as well as clarify conditions and locations. Sketches shall be provided when written descriptions and photographs are insufficient to show the extent of deterioration.

In addition to documentation of deficiencies, each report shall include discussion of necessary short term and long term recommendations. Short term recommendations shall reflect the need for repairs to be performed now, and should focus on serious conditions that may require action before the long term recommendations could take place. Long term recommendations shall be grouped into five year program windows, i.e. 0-5 years, 6-10 years, 11-15 years and 16-20 years from the time of inspection, and will focus on anticipated remaining life and the need for rehabilitation or replacement. Remaining life is not easily quantifiable; CONSULTANT shall use their experience to provide sound reasoning for recommendations and the timeframe anticipated.

Opinions of probable costs shall be provided for both short term and long term recommendations. Costs shall include engineering, construction and construction management, as would be anticipated based on the recommendation made. Costs shall use Florida DOT cost history information as a basis, as modified by CONSULTANT experience and judgment with actual projects and for the smaller bridges that comprise the City's inventory.

Deliverables:

Three hard copies of each inspection report shall be signed and sealed by a Florida-registered professional engineer and submitted to the City for review. CONSULTANT shall provide electronic copies of all photographs and videos taken during the inspection with the inspection report.

Task 2 Summary Report

Upon receipt of comments from the City for all of the individual inspection reports, CONSULTANT shall prepare a Summary Report to discuss the condition of all the City's bridges and make prioritized recommendations for work based on the long term recommendations provided in the individual bridge reports. Recommendations shall be broken down within the five year program windows described in Task 1, Part C.

The report shall include discussion of the need for work at certain bridges within a certain program window, so that the need for and timing of projected short and long

term work are clearly understood. Within each program window, the bridges shall be ranked for future budgeting purposes with rationale for the rankings provided.

The Summary Report shall include each of the individual bridge reports as an addendum, as well as CD-ROM or DVD that contains a PDF of the summary report and each of the inspection reports, all photos and all videos taken as part of the project.

Deliverables:

One hard copy of the final summary report, signed and sealed by a Florida-registered professional engineer, and including the electronic files on CD-ROM or DVD, shall be submitted to the City.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Parts A – C inclusive by July 31, 2014 upon written Notice to Proceed provided by the City on or before April 1, 2014.

PROJECT FUNDING

Performance of this project is at the City's discretion. Work shall not begin until funding sources for this project are in place.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not-to-Exceed limit. The total hourly rates payable by the CITY for each of the CONSULTANT's employee categories, reimbursable expenses and sub-consultant fees are shown on Exhibit "C" attached hereto and made a part hereof.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

<u>Description</u>	<u>Labor</u>	<u>Sub-consultants</u>	<u>Totals</u>
Task 1	\$ 176,126.90	\$ 102,821.68	\$ 278,948.58
Task 2	\$ 6,085.12	\$ 0	\$ 6,085.12
Total Labor (Not to Exceed)	\$ 181,890.94		
Reimbursable Expenditures (Not to Exceed)		\$ 0.00	
<u>Subconsultants</u>			
Marlin Engineering, Inc.		\$ 102,821.68	
Total Sub Consultants		\$ 102,821.68	
Total Project Cost			\$ 285,033.70

ESTIMATE OF STAFF HOURS AND COST PROPOSAL

Topside Inspection - Tran Systems										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	Engineering Intern	Control Bridge Inspector	Boatls. Technician	Critical	Senior Engineers/PM	Total Man.		TOTAL					
Description	Man. \$ 22.23	Man. \$ 107.95	Man. \$ 75.49	Man. \$ 94.21	Man. \$ 154.85	Man.	Man.	Man.	Man.				
Inspection Preparation	\$22.23	\$22.23	\$0.00	\$0.00	\$0.00	0.8	0.8	\$163.87					
Topside Inspection	\$176.56	\$176.56	\$0.00	\$0.00	\$0.00	4.0	4.0	\$292.48					
Project Management	\$0.00	\$0.00	\$0.00	\$18.84	\$0.00	0.7	0.7	\$107.24					
	2.3	2.3	0.0	0.7	0.5	5.5	5.5	\$563.57					
Cost Per Bldge: \$ 563.57										51	\$ 28,188.17	177,266	\$ 0.158
For square foot calculation purposes, cost for Movable Bldge from following sheets: \$ 4,729.51											4,729.51		

Substructure Inspection - Martin Engineering										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	CHIEF ENGINEER	PROJECT MANAGER	ORA Commercial Diver	CBM (Assistant Diver)	DIVE TENDER	VIDEO SYSTEM TENDER	CLERICAL	Total Man.		TOTAL			
Description	Man. \$ 165.00	Man. \$ 128.24	Man. \$ 99.00	Man. \$ 51.48	Man. \$ 59.42	Man. \$ 21.22	Man. \$ 24.22	Man.	Man.	Man.			
Inspection Preparation	\$24.76	\$19.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.3	0.3	\$48.99			
Substructure Inspection	\$0.00	\$0.00	\$406.24	\$255.84	\$213.00	\$124.80	\$0.00	16.0	16.0	\$1,046.76			
Report Processing	\$0.00	\$64.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5.8	5.8	\$475.97			
Quality Assurance/QC	\$82.50	\$64.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1.0	1.0	\$146.62			
	0.0	1.0	2.0	2.0	2.0	2.0	0.0	15.1	15.1	\$1,727.34			
Cost Per Bldge: \$ 1,377.21										51	\$ 102,821.58	177,266	\$ 0.600

Report and Recommendation Cost (Short Term) - Tran Systems										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	Engineering Intern	Control Bridge Inspector	Boatls. Technician	Critical	Senior Engineers/PM	Total Man.		TOTAL					
Description	Man. \$ 22.23	Man. \$ 107.95	Man. \$ 75.49	Man. \$ 94.21	Man. \$ 154.85	Man.	Man.	Man.	Man.				
Report Preparation - Documentation of Findings	\$0.00	\$215.90	\$0.00	\$0.00	\$0.00	2.0	2.0	\$682.84					
Report Preparation - Short Term Recommendations & Cost Estimates	\$176.56	\$215.90	\$0.00	\$0.00	\$0.00	2.2	2.2	\$198.15					
QC Review	\$0.00	\$0.00	\$0.00	\$0.00	\$495.00	3.0	3.0	\$495.00					
Project Management	\$0.00	\$0.00	\$0.00	\$18.84	\$0.00	0.7	0.7	\$107.24					
	2.0	2.2	0.0	0.7	0.5	5.7	5.7	\$1,488.23					
Cost Per Bldge: \$ 1,482.33										51	\$ 74,629.82		

Report and Recommendation Cost (Long Term) - Tran Systems										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	Engineering Intern	Control Bridge Inspector	Boatls. Technician	Critical	Senior Engineers/PM	Total Man.		TOTAL					
Description	Man. \$ 22.23	Man. \$ 107.95	Man. \$ 75.49	Man. \$ 94.21	Man. \$ 154.85	Man.	Man.	Man.	Man.				
Report Preparation - Long Term Recommendations & Cost Estimates	\$254.12	\$0.00	\$0.00	\$0.00	\$165.00	5.0	5.0	\$181.12					
QC Review	\$0.00	\$0.00	\$0.00	\$0.00	\$495.00	3.0	3.0	\$495.00					
Project Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.5	0.5	\$77.25					
	0.0	0.0	0.0	0.0	0.5	8.5	8.5	\$1,753.37					
Cost Per Bldge: \$ 1,661.12										51	\$ 55,878.62		

Topside Inspection - Movable Bridge - Tran Systems										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	Engineering Intern	Control Bridge Inspector	Boatls. Technician	Critical	Mechanical Engineer	Electrical Engineer	Senior Engineers/PM	Total Man.		TOTAL			
Description	Man. \$ 22.23	Man. \$ 107.95	Man. \$ 75.49	Man. \$ 94.21	Man. \$ 154.85	Man. \$ 129.91	Man. \$ 165.00	Man.	Man.	Man.			
Inspection Preparation	\$22.23	\$22.23	\$0.00	\$0.00	\$154.85	\$129.91	\$0.00	2.0	2.0	\$243.53			
Topside Inspection	\$243.12	\$243.12	\$0.00	\$0.00	\$1,594.92	\$1,299.91	\$0.00	22.0	22.0	\$4,292.04			
Project Management	\$0.00	\$0.00	\$0.00	\$18.84	\$0.00	\$0.00	\$0.00	1.2	1.2	\$138.84			
	4.3	4.3	0.0	0.7	12.9	12.9	1.2	23.1	23.1	\$4,770.21			
Cost Per Bldge: \$ 479.51										51	\$ 4,729.51		

Report and Recommendation Cost (Short Term) - Movable Bridge - Tran Systems										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	Engineering Intern	Control Bridge Inspector	Boatls. Technician	Critical	Mechanical Engineer	Electrical Engineer	Senior Engineers/PM	Total Man.		TOTAL			
Description	Man. \$ 22.23	Man. \$ 107.95	Man. \$ 75.49	Man. \$ 94.21	Man. \$ 154.85	Man. \$ 129.91	Man. \$ 165.00	Man.	Man.	Man.			
Report Preparation - Documentation of Findings	\$1,412.48	\$647.70	\$1,267.84	\$0.00	\$1,228.80	\$1,029.28	\$0.00	54.0	54.0	\$5,546.10			
Report Preparation - Short Term Recommendations & Cost Estimates	\$44.14	\$167.95	\$0.00	\$0.00	\$619.48	\$619.64	\$0.00	12.0	12.0	\$1,703.68			
QC Review	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.0	6.0	\$900.00			
Project Management	\$0.00	\$0.00	\$0.00	\$18.84	\$0.00	\$0.00	\$0.00	2.9	2.9	\$248.84			
	16.0	7.3	0.0	0.7	12.9	12.9	0.0	75.8	75.8	\$3,583.57			
Cost Per Bldge: \$ 839.17										1	\$ 8,389.57		

Report and Recommendation Cost (Long Term) - Movable Bridge - Tran Systems										Total CIP-h Project	Total Cost Project	Total Bldge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS													
	Engineering Intern	Control Bridge Inspector	Boatls. Technician	Critical	Mechanical Engineer	Electrical Engineer	Senior Engineers/PM	Total Man.		TOTAL			
Description	Man. \$ 22.23	Man. \$ 107.95	Man. \$ 75.49	Man. \$ 94.21	Man. \$ 154.85	Man. \$ 129.91	Man. \$ 165.00	Man.	Man.	Man.			
Report Preparation - Long Term Recommendations & Cost Estimates	\$254.12	\$0.00	\$0.00	\$0.00	\$1,228.80	\$1,029.28	\$0.00	21.0	21.0	\$1,756.20			
QC Review	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.0	6.0	\$900.00			
Project Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.0	2.0	\$230.00			
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	29.0	29.0	\$4,116.20			
Cost Per Bldge: \$ 4,116.20										1	\$ 4,116.20		

EXHIBIT "B"

ESTIMATE OF STAFF HOURS AND COST PROPOSAL

Topside Inspection - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Engineering Intern	Chief Bridge Inspector	Boatw. Technician	Clerical	Senior Engineer/PM	Total Hrs.	TOTAL								
Inspection Preparation	40.00	107.95	75.49	84.21	185.00	492.65	\$ 246,325.00	6.0	\$ 40,387.50						
Topside Inspection	171.98	214.90	30.00	30.00	30.00	576.88	\$ 288,440.00	4.0	\$ 72,110.00						
Project Management	30.00	30.00	30.00	118.84	382.50	611.34	\$ 305,670.00	0.7	\$ 43,667.14						
TOTAL	2.3	2.3	0.0	0.2	0.5	1665.00	\$ 822,435.00	5.2	\$ 162,870.00						
Cost Per Bridge: \$ 162.87													\$ 28,186.17		
For square foot calculation purposes, cost for movable bridge (plus railing, etc.): \$ 4,728.51													\$ 4,728.51		\$ 0.18

Substructure Inspection - Marlin Engineering												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Chief Engineer	PROJECT MANAGER	CBM (Commercial Divert)	CBM (Assistant Divert)	DRIVE TENDER	VIDEO SYSTEM TENDER	Clerical	Total Hrs.	TOTAL						
Inspection Preparation	124.75	118.74	90.00	90.00	90.00	90.00	90.00	615.49	\$ 307,745.00	0.3	\$ 44,677.86				
Substructure Inspection	30.00	30.00	30.00	30.00	30.00	30.00	30.00	180.00	\$ 90,000.00	1.0	\$ 90,000.00				
Report Preparation	30.00	30.00	30.00	30.00	30.00	30.00	30.00	180.00	\$ 90,000.00	1.0	\$ 90,000.00				
Quality Assurance/QC	30.00	30.00	30.00	30.00	30.00	30.00	30.00	180.00	\$ 90,000.00	1.0	\$ 90,000.00				
TOTAL	0.25	1.15	0.00	0.00	0.00	0.00	0.00	1,035.49	\$ 517,745.00	2.3	\$ 225,000.00				
Cost Per Bridge: \$ 1,977.24													\$ 102,821.68		\$ 177,208.00

Report and Recommendation Cost (Short Term) - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Engineering Intern	Chief Bridge Inspector	Boatw. Technician	Clerical	Senior Engineer/PM	Total Hrs.	TOTAL								
Report Preparation - Documentation of Findings	30.00	187.95	75.49	84.21	185.00	562.65	\$ 281,327.50	0.0	\$ 0.00						
Report Preparation - Short Term Recommendations & Cost Estimates	171.98	214.90	30.00	30.00	30.00	576.88	\$ 288,440.00	2.2	\$ 138,115.00						
QC Review	30.00	30.00	30.00	118.84	382.50	611.34	\$ 305,670.00	0.0	\$ 0.00						
Project Management	30.00	30.00	30.00	118.84	382.50	611.34	\$ 305,670.00	0.7	\$ 181,240.00						
TOTAL	2.0	2.3	0.0	0.2	0.5	1,382.77	\$ 691,377.50	2.9	\$ 1,462.33						
Cost Per Bridge: \$ 1,462.33													\$ 74,829.83		

Report and Recommendation Cost (Long Term) - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Engineering Intern	Chief Bridge Inspector	Boatw. Technician	Clerical	Senior Engineer/PM	Total Hrs.	TOTAL								
Report Preparation - Long Term Recommendations & Cost Estimates	30.00	187.95	75.49	84.21	185.00	562.65	\$ 281,327.50	0.0	\$ 0.00						
QC Review	30.00	30.00	30.00	118.84	382.50	611.34	\$ 305,670.00	2.0	\$ 458.00						
Project Management	30.00	30.00	30.00	118.84	382.50	611.34	\$ 305,670.00	0.5	\$ 22.50						
TOTAL	0.0	1.0	0.0	0.0	0.0	1,174.00	\$ 587,067.50	2.5	\$ 1,705.82						
Cost Per Bridge: \$ 1,382.51													\$ 56,076.62		

Topside Inspection - Movable Bridge - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Engineering Intern	Chief Bridge Inspector	Boatw. Technician	Clerical	Mechanical Engineer	Electrical Engineer	Senior Engineer/PM	Total Hrs.	TOTAL						
Inspection Preparation	40.00	107.95	75.49	84.21	185.00	129.91	185.00	807.55	\$ 403,775.00	2.0	\$ 80,755.00				
Topside Inspection	171.98	214.90	30.00	30.00	30.00	30.00	30.00	576.88	\$ 288,440.00	2.0	\$ 144,220.00				
Project Management	30.00	30.00	30.00	118.84	382.50	30.00	30.00	611.34	\$ 305,670.00	1.2	\$ 122,844.00				
TOTAL	4.2	4.2	0.0	0.2	0.5	1.2	1.2	1,995.77	\$ 997,885.00	5.2	\$ 191,819.00				
Cost Per Bridge: \$ 473.51													\$ 4,728.51		

Report and Recommendation Cost (Short Term) - Movable Bridge - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Engineering Intern	Chief Bridge Inspector	Boatw. Technician	Clerical	Mechanical Engineer	Electrical Engineer	Senior Engineer/PM	Total Hrs.	TOTAL						
Report Preparation - Documentation of Findings	30.00	187.95	75.49	84.21	185.00	129.91	185.00	807.55	\$ 403,775.00	0.0	\$ 0.00				
Report Preparation - Short Term Recommendations & Cost Estimates	171.98	214.90	30.00	30.00	30.00	30.00	30.00	576.88	\$ 288,440.00	12.0	\$ 1,701.60				
QC Review	30.00	30.00	30.00	118.84	382.50	30.00	30.00	611.34	\$ 305,670.00	6.0	\$ 90,000.00				
Project Management	30.00	30.00	30.00	118.84	382.50	30.00	30.00	611.34	\$ 305,670.00	2.2	\$ 242.84				
TOTAL	16.5	17,968.81	7.0	0.00	0.00	0.00	0.00	17,425.77	\$ 8,712,570.00	18.2	\$ 4,788.57				
Cost Per Bridge: \$ 4,388.57													\$ 8,584.57		

Report and Recommendation Cost (Long Term) - Movable Bridge - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Engineering Intern	Chief Bridge Inspector	Boatw. Technician	Clerical	Mechanical Engineer	Electrical Engineer	Senior Engineer/PM	Total Hrs.	TOTAL						
Report Preparation - Long Term Recommendations & Cost Estimates	30.00	187.95	75.49	84.21	185.00	129.91	185.00	807.55	\$ 403,775.00	21.0	\$ 21,390.75				
QC Review	30.00	30.00	30.00	118.84	382.50	30.00	30.00	611.34	\$ 305,670.00	6.0	\$ 90,000.00				
Project Management	30.00	30.00	30.00	118.84	382.50	30.00	30.00	611.34	\$ 305,670.00	2.0	\$ 220.00				
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,429.89	\$ 714,945.00	29.0	\$ 24,510.75				
Cost Per Bridge: \$ 4,116.28													\$ 4,116.28		

Summary Report - Tran Systems												Total Qty/h Project	Total Cost Project	Total Bridge Deck Area	Cost per Sq. Foot
ESTIMATE OF STAFFHOURS															
Description	Chief Engineer	Engineer	Engineering Intern	Mechanical Engineer	Electrical Engineer	Senior Engineer/PM	Total Hrs.	TOTAL							
Summary Report - Short Term Reports	30.00	107.95	75.49	84.21	185.00	129.91	512.55	\$ 256,277.50	24.0	\$ 7,447.88					
Summary Report - Long Term Reports	30.00	107.95	75.49	84.21	185.00	129.91	512.55	\$ 256,277.50	25.0	\$ 7,726.44					
QC Review	30.00	30.00	30.00	118.84	382.50	30.00	611.34	\$ 305,670.00	4.0	\$ 740.00					
Report Management	30.00	30.00	30.00	118.84	382.50	30.00	611.34	\$ 305,670.00	1.0	\$ 165.00					
TOTAL	4.0	17,425.77	7.0	0.0	0.0	0.0	17,425.77	\$ 8,712,570.00	55.0	\$ 8,085.12					
Total Summary Report Cost: \$ 8,085.12													\$ 8,085.12		

EXHIBIT "C"

HOURLY BILLING RATES FOR TASK ORDERS FOR ADDITIONAL SERVICES

**TranSystems Corporation d/b/a TranSystems Corporation Consultants
Staff Rates**

Classification	Employee Name	Category Project Rate \$/HR
Chief Engineer	G. Alan Klevens, PE	185.00
Senior Engineer/Project Manager	Jian Huang, PE, PhD Steven Shaup, PE	165.00
Engineer	Natalie Rodriguez, PE, CBI Eric Reid, PE	105.11
Engineering Intern	Jeremy Davis, EI	88.28
Certified Bridge Inspector	Fernando Sojo, CBI Donville Lawes, CBI	107.95
Pontis Technician	Lenworth McFarlane	75.49
Clerical	Donna Weston	94.21
Electrical Engineer	Nicholas Sprankle, PE Jeff Flanders, PE	129.91
Mechanical Engineer	Brad Kopping, PE	154.85

**Marlin Engineering, Inc.
Staff Rates**

Classification	Employee Name	Category Project Rate \$/HR
Project Manager	Eduardo Vazquez, CBI	128.24
Chief Engineer	Miguel Soria, PE	165.00
Certified Bridge Inspector (Commercial Diver)	Omar Porras, CBI	99.06
Certified Bridge Inspector (Assistant Diver)	Stephen Hays, CBI	81.49
Dive Tender	Mariano Alvarez	53.42
Video System Tender	William Tamayo	31.22
Clerical	Lauren Calle	31.22