

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

CES CONSULTANTS, INC.

for

PARKS BOND AND MASTER PLAN DESIGN AND PROGRAM MANAGEMENT
Request for Qualifications (RFQ) Event No. 457-2

AGREEMENT

THIS IS AGREEMENT made and entered into this _____ day of _____, 2025, by and between:

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

and

CES CONSULTANTS, INC., a Florida profit corporation (hereinafter referred to as "CONSULTANT"), or (individually as "Party" or collectively as "Parties");

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of November 18, 2025, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Design and Implementation Services for the Parks Bond and Parks and Recreation System Master Plan; and

WHEREAS, the CITY issued a Request for Qualifications (RFQ) Event No. 457-2 for continuing professional services for the Parks Bond and Master Plan Design and Program Management; and

WHEREAS, Pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2025), as may be amended or revised, and selected CONSULTANT to perform services hereunder; and

WHEREAS, the CONSULTANT is experienced in providing professional services set forth in Exhibit A, Scope of Services, for professional design, public outreach, construction bidding, project management, and construction management services and is willing and able to render 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 _____, 2025, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Means services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit A, Scope of Services.
- 1.3 CHANGE ORDER: A written and fully executed order authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

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 ATTORNEY: The chief legal counsel for CITY appointed by the City Commission.
- 1.6 CITY MANAGER: The administrative head of the CITY appointed by the City Commission.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION 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.
- 1.10 CONSULTANT: CES CONSULTANTS, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONSULTANT'S PERIODIC ESTIMATE 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 pay identified amounts to the Contractor for services performed by the Contractor on the Project.
- 1.12 CONTRACT ADMINISTRATOR: The Parks and Recreation 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 within the defined parameters of this Agreement.

- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation RFQ Event No. 457-2, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Task Orders, Addenda or Amendments and all related documents to the Task Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT's response to City of Fort Lauderdale RFQ Event No. 457-2.
- 1.14 CONTRACTOR: One or more firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The Director of the Parks and Recreation Department for the City of Fort Lauderdale.
- 1.16 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, architect, or both in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 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.
- 1.18 NOTICE TO PROCEED: A written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer, architect, or both in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 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.

- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 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.
- 1.25 SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for CITY through CONSULTANT in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2025) for all or any portion of the Work under this Agreement. The term "Subconsultant" shall include all subcontractors.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in each Task Order to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 EXHIBITS

The following Exhibits are attached hereto and incorporated into this Agreement:

1. Exhibit A – Scope of Services
2. Exhibit B – Maximum Billing Rate

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: General Engineering Services to provide Parks Bond and Master Plan Program Management services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering or architectural firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2025), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First Priority: Approved Change Orders, Addenda or Amendments to all related documents.

Second Priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third Priority: This AGREEMENT.

Fourth Priority: City of Fort Lauderdale Request for Qualifications Event No. 457-2

Fifth Priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications Event No. 457-2

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

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

ARTICLE 6
TASK ORDERS

- 6.1 The Project will be divided into "Tasks."

- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, bring such performance into compliance with the requirements of this Agreement and the Task Order. 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 to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial term of the Agreement shall commence upon final execution of the Agreement by the CITY and shall expire **TWO (2) YEARS** from that date. The City reserves the right to extend the contract for up to **THREE (3) ADDITIONAL ONE (1) YEAR TERMS** providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.

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

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT an amount not to exceed **Three Million Dollars (\$3,000,000) for an initial two (2) year term** as compensation for performing all services under the terms of this Agreement, including any agreed upon Task Order, with three (3) one-year renewal options for an estimated annual renewal amount of One Million Dollars (\$1,000,000) and a potential total aggregate contract amount of Six Million Dollars (\$6,000,000), subject to and contingent upon appropriation of funds and the mutual written consent of the Parties. The hourly rate-billing schedule to be used for services performed under this Agreement and in negotiating each Task Order is attached as Exhibit "B" to this Agreement. This compensation does not include Reimbursables as described in Section 8.3. 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 each Task Order for total compensation in the amount of or less than that stated total. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with

the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same.

The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a

particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

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

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

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

before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

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

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

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

Payment Card Industry (PCI) Compliance:

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

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

ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1 No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the CITY's Code of Ordinances and applicable City resolutions.

- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 9.3 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. In the event of a dispute in an amount over \$100,000, The Parties agree to use their best efforts to settle disputes. 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 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 provided that the City continues to pay undisputed amounts to the Consultant for services performed.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly,

CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 Should the 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. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.

- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 10.9.1 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 CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
- 10.9.2 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 CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 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 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.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a

sufficient amount to recover all such additional cost to the CITY.

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

10.9.6 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, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

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

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement or any Task Order issued under this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY'S request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

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

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement or any Task Order issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 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.

12.2.3 Termination by CONSULTANT.

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

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

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

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

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

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

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately

twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the CITY, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

12.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

Craven, Thompson & Associates, Inc.
Colliers Engineering & Design, Inc.
Garth Solutions, Inc.
GHD Services Inc.
Jacobs Engineering Group Inc.
Terracon Consultants, Inc.

U.S. Cost Incorporated d/b/a RIB U.S. Cost
Santicola & Company

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

12.9.1 The CONSULTANT agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by CONSULTANT under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

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

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

performed by CONSULTANT, or persons employed or utilized by CONSULTANT. This indemnification clause shall survive the term of this Agreement and any extension thereof.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, 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 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

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

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

The following insurance policies and coverages are required:

Professional Liability

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

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

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent Consultants, subject to the policy terms, conditions, and exclusions.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 37 07 04 Additional Insured – Designated Person or Organization Endorsements or similar endorsements providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

Such notification will be in writing by registered mail, return receipt requested and addressed to the certificate holder.

In the event the Agreement term or any surviving obligation of Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Consultant shall provide the City with an updated Certificate of Insurance within seven (7) days after the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

The City shall be included as an Additional Insured on all liability policies, with the exception of Professional Liability and Workers' Compensation and Employer's Liability.

The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation and Employer's Liability insurance policy.

The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

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

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

Consultant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

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

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement.

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

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

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

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

12.14 CONSULTANT’S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working

solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and

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

12.25 SOLICITATION AND EXHIBITS

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

12.26 ONE ORIGINAL AGREEMENT

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

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested or a recognized overnight or express delivery service provider addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

To the CITY:

Carl Williams, Director
Parks & Recreation Department
City of Fort Lauderdale
701 S. Andrews Avenue
Fort Lauderdale, Florida 33316
Telephone: (954) 828-5804
Email: CWilliams@fortlauderdale.gov

With a copy to:

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

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite
1320 Fort Lauderdale, Florida 33301
Telephone: (954) 828-5037

To the CONSULTANT:

Juan Alfonso, AIA, NCARB, RID, CCM, President & Chief Executive Officer
CES Consultants, Inc.
880 SW 145th Avenue, Suite 106
Pembroke Pines, Florida 33027
Telephone: (954) 613-4353
Email: cesinfo@cesconsult.com

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this

Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT'S health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

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

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.33 EVALUATION

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

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as maybe amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall comply with public records laws, and CONSULTANT shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

12.37 INTELLECTUAL PROPERTY

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

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

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

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

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this

Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

12.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any

of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
RICKELLE WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

CONSULTANT

CES CONSULTANTS, INC., a Florida corporation.

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____
RUDY ORTIZ
Chief Executive Officer

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by **Rudy Ortiz**, as **Chief Executive Officer**, for **CES Consultants, Inc.**, a Florida corporation.

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A SCOPE OF SERVICES

1.1 PURPOSE

Anticipated services include, but are not limited to, professional design, public outreach, construction bidding, project management, and construction management services for the City of Fort Lauderdale Parks and Recreation Department. The Consultant will play a key role in advancing the development of a high-quality park system through the management and oversight of these programs. The Consultant shall oversee and ensure the technical, economic, and functional consistency of all project components throughout the inception, design, and construction phases. The Consultant will work to meet the City's specific deadlines and needs while ensuring successful implementation of the program. This includes overseeing the development of parcels acquired by the City's Real Estate Consultant for park development in currently underserved and future growth areas.

Construction projects should consider features which address relevant goals and performance measures outlined in the PRSMP. In addition, design should incorporate sustainability features and consider climate issues. This may include but should not be limited to design elements which address water conservation, energy efficiency, lighting installed using dark sky principles, effective recycling/repurposing of solid waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation/resiliency should be considered such as addressing water shedding off the building with increasing rainfall, elevating structures and equipment to avoid flooding impacts, increased requirements for natural or structural shading and cooling associated with recreational activities, enhanced stormwater drainage, expanded electrical panels/enhanced roof structure for current or future installation of solar, electrical conduit in the parking lot for current or future installation of electric vehicle charging stations and review of site elevation in the context of future sea level rise and coastal flooding associated with high tides. Site design should feature Florida-Friendly landscaping which provides wildlife habitat, shading of the structure, expansion of the urban tree canopy, and reduction of urban heat island effects.

1.2 PROJECT DESCRIPTION

The Consultant shall be responsible for the overall coordination and management of the project, including the development of work plans, schedules, and budgets, as well as overseeing project design coordination. Additional responsibilities shall include assisting with the bidding process, negotiating and managing contracts, conducting regular site visits to monitor construction progress, providing value engineering services when needed, reviewing and approving payment requisitions from subconsultants and sub-consultants, and ensuring compliance with project funding and financial projections. The Consultant will also be expected to prepare and submit regular progress reports to City officials, attend meetings with City stakeholders, neighborhood groups, and the public, and maintain organized records of all project-related documentation, which must be submitted to the City upon project completion.

EXHIBIT A SCOPE OF SERVICES

The Consultant shall deliver sustainable and resilient designs and provide services for the construction and renovation of existing parks as well as the development of any newly acquired park land. The scope of work will also include conceptual designs for the City's park system, along with construction cost estimates and a construction schedule that identifies priority segments. These conceptual designs will ultimately serve as the foundation for the final construction and renovation of Fort Lauderdale's entire park system.

The services required may include, but are not limited to:

- Review of existing data, survey of existing site, prepare site opportunities and constraints to develop a concept for strategic project implementation.
- Preparation of all necessary preliminary plans and elevations, renderings, general features including landscape design and details for DRC approval.
- Preparation of all necessary permits for all state, local and environmental agencies including Florida Department of Environmental Protection (FDEP), Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC).
- Preparation final working drawings including engineering calculations and drawings, plans for lighting, drainage and other roadway or streetscape appurtenances.
- Inspect project site and test for soil bearing capacity.
- Recommend and suggest materials, construction and necessary adjustments in landscape architectural design to complement the existing sites in furtherance of the PRSMP as well as the City's Plans.
- Issue and award construction bids.
- Provide construction engineering and inspection in the field and ensure conformity with plans and material specifications. This process may include efforts before and after the construction phase.
- Provide construction management and administration.

EXHIBIT A SCOPE OF SERVICES

- Process request for information submittals, shop drawings, change orders, pay applications, inspection reports and maintain current logs of each.
- Prepare financial data regarding operational expenses.
- Prepare all design and specifications to meet City requirements.
- Provide public outreach including other public information activities.
- Prepare preliminary plans including site plan sketches and elevations, photo-realistic renderings.
- Submissions to Design Review Committee (DRC) to all permitting agencies for approval.
- Final construction documents and permitting, including engineering calculations, drawings and plans for lighting and drainage.

1.3 TASKS AND DELIVERABLES

1.3.1 Task 1.0 – Project Management

Consultant shall be expected to provide a kick-off meeting, submit progress updates to city staff, and should anticipate meetings with City Management, Parks Advisory Board, and City Commission.

Deliverables:

- Agendas for each meeting
- Summaries with action items for each meeting

1.3.2 Task 2.0 – Data Collection and Existing Conditions Analysis

Consultant shall collect and review existing conditions data including but not limited to: ADA compliance; existing studies; landscaping; lighting; existing utilities; locations and existing park furnishings; parking; pedestrian sidewalks; planned infrastructure improvements; and sea level rise projections.

The Consultant shall:

EXHIBIT A SCOPE OF SERVICES

- Obtain topographical surveys and geotechnical soil surveys as necessary.
- Identify the utility locations within project boundaries (using ground penetrating radar and subsurface utility engineering, or other means, as necessary). Meet with the utility owners to verify locations of utilities.
- Identify lighting, stormwater, water and wastewater improvements.
- Include calculations and modeling to inform stormwater benefits.
- Present the Design Package to project stakeholders and/or City Commission if requested.
- Advise the City as to the necessity of any additional services from other technical professionals.

The City will furnish data including but not limited to: existing plans, information related to zoning and land development regulations, proposed development plans that may impact the parks.

Deliverable:

- Catalog of existing conditions documented through a series of maps, diagrams, site photographs, and narratives.

1.3.3 Task 3.0 – Public Engagement

The Consultant shall ensure that public communication is clear, straightforward, and easy to understand. The use of infographics, renderings, and other visual aids to simplify complex information and make it more compelling is highly encouraged. It is essential to consider the diverse interests and varying levels of technical understanding among stakeholders when planning the public engagement process, ensuring that consensus can be effectively reached.

Alternative methods for gathering public input, beyond traditional meetings, are strongly encouraged to ensure broad community participation. These methods may include social media engagement, participation in special events, intercept surveys, and other creative approaches.

Park presentations should be designed to collect general input, present conceptual alternatives, and showcase the “preferred” alternative. These presentations will take place in the neighborhoods where the parks are located and may focus on individual parks or groups of parks within the same neighborhood or district.

EXHIBIT A SCOPE OF SERVICES

Deliverables:

- Comprehensive Public Engagement Plan.
- Meeting agendas.
- Meeting summaries summarizing the results of all collected surveys, outreach efforts, and other items relevant to the public outreach process.
- Project website.

1.3.4 Task 4.0 – Grants

The Consultant shall continually review available grant funding opportunities in order to identify grants which may potentially be used to leverage Park Bond funds. The Consultant may work with City staff to develop and prepare grant submissions as necessary.

Deliverables:

- Grant opportunities identified and summarized.
- Preparation of grant deadline, project timeline and development reports.

1.3.5 Task 5.0 – Conceptual Design Alternatives

The Consultant shall develop design concepts for the City's parks based on public input and the collected data. Two preliminary design alternatives will be created through the project stakeholders' engagement process, reflecting the community's vision. Designs must include LEED or similar green building practices to ensure compliance with Florida Statutes 255.2575 energy-efficient and sustainable buildings and other items deemed necessary by the City.

The designs should incorporate innovative, cohesive, and consistently branded park elements that enhance the overall park experience for patrons, while ensuring the inclusion of safe and comfortable pedestrian infrastructure.

Deliverables:

- Two (2) design conceptual alternatives per park type (Community, Special Use, Large Urban, Neighborhood, School Parks, Urban Open Space).
- Before/after renderings.

EXHIBIT A

SCOPE OF SERVICES

1.3.5.1 Task 5.1 - Concept Refinement and Preferred Schematic Design

Based on feedback received, the Consultant will prepare a conceptual “preferred” schematic design and detailed architectural renderings for parks. This design should show the general locations of design elements including but not limited to: park furnishings, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements.

Deliverables:

- Detailed architectural renderings of the “preferred” schematic design.
- A memorandum summarizing the process utilized to determine the “preferred” schematic design, including any specific materials, plantings, or other specific elements proposed to be utilized.

1.3.6 Task 6.0 – Construction Cost Estimating

The Consultant shall prepare construction estimates for each design alternate. The cost estimate determined should include the selection of the “preferred” schematic alternative. The cost estimate for the “preferred” schematic design should be broken down by segment so that it may be utilized to inform the segment construction prioritization task. The Consultant should include an economic analysis of the two alternatives and identify any areas that can be value-engineered to produce savings in the project construction cost.

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by Consultant; including an itemization of each of the following:

- Cost of construction including all labor, materials, and equipment required;
- Allowance for construction cost contingencies;
- Regulatory permit fees;
- Allowance for other necessary services, such as testing, to be provided by others;
- Sheet and shoring, by-pass plumbing, videoing inspections, as appropriate;
- Mobilization and demobilizations.

EXHIBIT A SCOPE OF SERVICES

The Estimated Construction Cost shall exclude Consultant's Fee. The Consultant's fees shall be provided to the City as a separate item.

Consultant hereby represents to the City that Consultant is aware that City is relying on the Estimated Construction Costs prepared by the Consultant. Consultant further represents that it has the necessary resources and expertise, including a cost analyst, to provide a greater degree of assurance that the bids received for the project will not exceed the Estimated Construction Costs determined by Consultant in the performance of its Professional Services under this Agreement by a factor of more than ten percent (10%) over and above the Estimated Construction Cost at the time that the construction procurement solicitation is advertised for the project. In the event that the bidding phase has not commenced within four (4) months after Consultant submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by Consultant, as an additional service, to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction bid is ultimately advertised.

In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such circumstances, the City may at its sole discretion, exercise any one or more of the following options:

- Consultant shall be required to amend, at the sole cost and expense of Consultant, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the City;
- Consultant shall be required to provide, at the sole cost and expense of Consultant, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project;
- The City may approve an increase in the Estimated Construction Cost of the project;

EXHIBIT A SCOPE OF SERVICES

- The City may reject all bids or proposals and may authorize re-bidding;
- The City may if permitted, approve a renegotiation of the project within a reasonable time;
- The City may abandon the project and terminate Consultant's Task Order and Services for the project; or
- The City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project.

It is expressly understood and agreed that the redesign services required to keep a project within 10% of the Estimated Construction Cost shall not be considered additional services and Consultant agrees that it shall not seek additional compensation from the City for such redesign services.

Deliverables:

- A memorandum summarizing the cost estimation process.
- "Preferred" schematic design planning level cost estimate.

1.3.7 Task 7.0 – Segment Construction Prioritization

Prepare a document guiding a construction implementation schedule for the construction phases of the project. This document should be guided by the cost estimating task as well public input, and existing conditions. The document should also take into consideration elevation impacts in the context of future sea level rise and coastal flooding associated with high tides and strategies to minimize the impacts. The document should include any parcels recently acquired by the City and its City's Real Estate consultant for park development.

Deliverable:

- Construction implementation schedule as described above

1.3.8 Task 8.0 - Construction Documents

The scope of required Professional Services includes the design and development of construction documents. In collaboration with the City, the Consultant shall prepare final construction drawings and technical specifications for review and feedback. Additionally, the Consultant shall prepare and provide bidding documents

EXHIBIT A SCOPE OF SERVICES

and assist the City in preparing other related materials. The Consultant shall attend and conduct pre-bid meetings, bid openings, and support the City in evaluating bids or proposals. The Consultant shall issue addenda as necessary to clarify, correct, or amend the bidding documents. Furthermore, the Consultant shall participate in pre-construction conferences, as requested by the City.

- The Engineering design plans should include typical section with hardscape, landscape, irrigation, lighting, pavement markings, and signage. Additionally, if applicable, Storm, water and wastewater utility design must include plan and profile, accurate pipe lengths, type of structures, materials, details, grading, sections and with all supporting calculations; and any associated documents.
- Provide utility conflicts resolution matrix with horizontal and vertical location verification.
- Provide a list of all necessary permits and approvals.
- Schedule of bid items.
- Any amendment to the estimated project construction costs.
- Provide a written response to all the City comments.

1.3.9 Task 9.0 – Construction Administration

The Consultant shall consult with and advise the City and act as Owner's representative on the Project.

1.3.9.1 - Construction Engineering Inspection

The scope of services for the Construction Engineering Inspection (CEI) team includes:

1.3.9.1.1 Constructability Review

The CEI will perform constructability reviews as soon as the design has developed to sufficient detail. Additionally, the Consultant shall identify any areas of the Project that may be adequately value-engineered to produce savings in the construction cost. This constructability review will be near the completion of design and before completing the construction documents with a focus on staging and scheduling of the work concerning the specific site and time constraints. The Consultant shall clearly define procedures for scheduling outages and the feasibility of utility interruptions.

1.3.9.1.2 Construction Engineering Inspection Services

EXHIBIT A SCOPE OF SERVICES

The selected Consultant shall provide construction, engineering, inspection, and management services, and administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document. The scope of services must include but not be limited to:

- Review construction project schedules, maintain construction contract administration files, review and recommend approval of the Consultant's monthly payment requests.
- Lead pre-construction, pre-activity and progress meetings, and provide meeting minutes.
- Inform the City's Contract Administrator of all significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Consultant, and the corrective actions or steps that the Consultant has been directed to perform.
- Attend meetings with the City, Sub-Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project.
- Track project costs to available budget and inform the City if the project cost is expected to exceed allocated project budget.
- Provide inspection services to adequately monitor the project to ensure that testing and inspections are done by contractual requirements, engineering principles, and industry standards for the features of work in question.
- Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to City's Contract Administrator.
- Develop a Quality Assurance Plan for the approval based on Contractor's inspection and testing reports for all inspections and tests performed by the Contractor to ensure that results comply with contract documents, permits, and sound engineering practice.
- Coordinate with the City to facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received.

EXHIBIT A SCOPE OF SERVICES

- Assist the City in resolving claims and disputes.
- Verify that as-built documents are updated.
- Monitor the Contractor's on-site construction activities and inspect materials.
- Prepare Daily an Inspector's Daily Report (IDR) or Daily Report of Construction, and a Quantity book.
- Monitor and inspect Contractor's conformance to the approved Maintenance of Traffic (MOT) plan, SWPP plan and other local and state required permit and regulations including Trench Safety Act.
- Prepare a punch list and provide to the City Contract Administrator.
- Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.

1.3.9.2 *Permitting*

The Consultant shall work with awarded construction Contractor to prepare and submit all necessary permits for all state, local and environmental agencies including but not limited to Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward County Surface Water License Permit, Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC). Respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

It is expressly understood and agreed that if the Construction Drawings, Technical Specifications, Supplemental Conditions, etc. are not granted the necessary or appropriate permits or other approvals from the relevant regulatory agencies due to design issues, the revision and/or redesign of the documents to ensure the necessary permits and approvals are granted shall not be considered additional services and Consultant agrees that it shall not seek additional compensation from the City for such redesign services.

The City will pay permit applications fees.

EXHIBIT A SCOPE OF SERVICES

1.3.9.3 Quality Assurance / Quality Control

The Consultant shall be responsible for the quality control (QC) of their work and that of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the Consultant for their independent QC review. The City shall only accept submittals for review and action from the Consultant.

The Consultant is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the Consultant and their sub-consultants. It is the Consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the Consultant shall provide the City with a marked-up set of plans and specifications showing the Consultant's QC review. The mark-ups submittals shall include the names of the Consultant's staff that performed the QC review for each component or functional area.

Deliverables:

- Awarded construction bids.
- Construction permits obtained as necessary

1.3.10 Task 10.0 – Final Report

Prepare a final report that summarizes Tasks 1.0 through 9.0. The report should be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation.

Deliverables:

- Final report
- Summary of park grand openings.

**EXHIBIT “B”
MAXIMUM BILLING RATES**

RFQ No. 457 - Parks Bond and Master Plan Program Management	
Consultant: CES Consultants, Inc.	
Job Title	Maximum Billing Rate
Principal-in-Charge	\$ 200.00
Program Manager	\$ 292.36
Program Manager, Deputy	\$ 284.46
Program Administrator	\$ 263.07
CIP Planning Expert	\$ 322.15
QA/QC Lead	\$ 235.26
Performance Analytics Lead	\$ 281.24
PMIS Specialist	\$ 197.00
Program Controls Specialist	\$ 205.34
Procurement Expert	\$ 136.05
Web Developer / Graphic Designer	\$ 166.00
Reporting Specialist	\$ 137.12
Document Controls Specialist	\$ 148.64
Administrative Specialist	\$ 105.00
Clerical, Document Control Clerk, Project Accountant	\$ 90.33
Project Manager, Senior	\$ 237.83
Project Manager	\$ 201.82
Project Manager, Assistant	\$ 164.30
Project Coordinator	\$ 126.33
Scheduler	\$ 175.00
Cost Estimator, Senior	\$ 185.08
Cost Estimator	\$ 162.52
Civil Engineer, Senior	\$ 255.73
Civil Engineer	\$ 219.89
Mechanical Engineer, Senior	\$ 238.61
Mechanical Engineer	\$ 197.61
Electrical Engineer, Senior	\$ 267.46
Electrical Engineer	\$ 257.46
Plumbing Engineer	\$ 230.00
Fire Protection Engineer	\$ 250.52
Professional Engineer	\$ 233.02
BIM & CAD Specialist	\$ 153.25
Construction & CEI Team Leader	\$ 210.11

**EXHIBIT “B”
MAXIMUM BILLING RATES**

Consultant: CES Consultants, Inc.	
Job Title	Maximum Billing Rate
Construction Manager, Expert	\$ 230.00
Construction Manager, Senior	\$ 227.95
Construction Manager	\$ 217.85
Construction Administrator	\$ 166.14
Construction Inspector, Senior	\$ 145.45
Construction Inspector, Mid	\$ 121.01
Construction Inspector	\$ 104.06
MEP Inspector	\$ 156.71
Lab Technician	\$ 87.17
Safety Officer, Senior	\$ 167.50
Safety Officer	\$ 148.44
Senior Technical Specialist	\$ 262.50

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Jacobs Engineering Group, Inc.	
Job Title	Maximum Billing Rate
Facilities & Landscape Design Management Lead	\$ 230.67
Planning Team Lead	\$ 300.00
Planning Project Manager	\$ 218.32
Planning Designer	\$ 167.87
Planning Draftsperson/Technical Support	\$ 120.00
Facilities Project Manager	\$ 218.32
Facilities Architect	\$ 173.82
Facilities Draftsperson/Technical Support	\$ 120.00
Landscape Project Manager	\$ 218.32
Landscape Architect	\$ 148.04
Landscape Draftsperson/Technical Support	\$ 120.00
Engineering Project Manager	\$ 218.32
Civil Engineer	\$ 230.09
Structural Engineer	\$ 207.54
Mechanical Engineer, Sr.	\$ 238.61
Mechanical Engineer, Jr.	\$ 145.44
Electrical Engineer, Senior	\$ 218.87

**EXHIBIT “B”
MAXIMUM BILLING RATES**

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Jacobs Engineering Group, Inc.	
Job Title	Maximum Billing Rate
Electrical Engineer	\$ 178.81
Engineering Draftsperson/ Technical Support	\$ 120.00
Climate Adaptation/Resiliency Lead	\$ 300.85
Sustainability, Resilience & Climate Response Specialist	\$ 199.98
Environmental Permitting Specialist	\$ 245.15
Solid Waste Recycling Specialist	\$ 215.00
Project Executive	\$ 287.74
Project Controls Manager	\$ 222.36
Project Controls Specialist	\$ 205.34
Design & Construction Estimator	\$ 212.00
Construction Phase Project Manager	\$ 215.63
Construction Sr. Project Manager	\$ 227.95
Construction Manager	\$ 217.85
Field Inspector	\$ 166.59
Health, Safety, Security & Environment Manager	\$ 150.23
Scheduler	\$ 141.72
Clerical/Administrative Support	\$ 90.00

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Craven, Thompson & Associates, Inc.	
Job Title	Maximum Billing Rate
Principal Surveyor	\$ 225.00
Professional Land Surveyor	\$ 195.00
Project Surveyor	\$ 170.00
Survey CADD / GIS Tech	\$ 115.00
Survey Field Crew (1-Man Crew)	\$ 130.00
Survey Field Crew (2-Man Crew)	\$ 185.00
Survey Field Crew (3-Man Crew)	\$ 250.00
Survey Crew with Laser Scan	\$ 300.00
Principal Landscape Architect / Principal Planner	\$ 225.00
Senior Supervising Landscape Architect	\$ 210.00

EXHIBIT "B"
MAXIMUM BILLING RATES

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Craven, Thompson & Associates, Inc.	
Senior Landscape Architect	\$ 190.00
Senior Planner	\$ 175.00
Landscape Architect	\$ 160.00
Project Landscape Designer	\$ 150.00
Land Planner	\$ 150.00
Administrative Assistant, Clerical	\$ 85.00
Principal	\$ 250.00
Civil Engineer, P.E.	\$ 225.00
Senior Design Engineer	\$ 190.00
Project Manager	\$ 175.00
Irrigation Designer	\$ 115.00
Computer Drafting	\$ 100.00

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Colliers Engineering & Design Inc.	
Job Title	Maximum Billing Rate
Program Manager, Deputy	\$ 281.34
Project Manager, Senior, Surveying	\$ 218.32
Project Manager, Surveying	\$ 185.00
Administrative Assistant, Clerical	\$ 90.00
Survey/GIS/SUE Analyst 1	\$ 77.08
Survey/GIS/SUE Analyst 2	\$ 104.63
Survey/GIS/SUE Analyst 3	\$ 131.70
2-Man Survey/SUE Crew	\$ 185.18
3-Man Survey/SUE Crew	\$ 238.00
4-Man Survey/SUE Crew	\$ 270.00

EXHIBIT "B"
MAXIMUM BILLING RATES

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Terracon Consultants, Inc.	
Job Title	Maximum Billing Rate
Engineer, Principal	\$ 241.86
Engineer, Senior	\$ 190.00
Engineer, Project	\$ 136.23
Staff Engineer, Senior	\$ 125.97
Geologist, Principal	\$ 226.29
Project Manager, Senior	\$ 218.32
Project Manager	\$ 170.68
CAD Technician	\$ 94.21
Engineering Technician, Senior	\$ 95.50
Engineering Technician	\$ 68.50
Administrative Assistant	\$ 84.33

Prime Consultant: CES Consultants, Inc.	
Subconsultant: GHD Services, Inc.	
Job Title	Maximum Billing Rate
Permitting Specialist	\$ 155.00
Engineer, Senior, Coastal Marine	\$ 186.76
Scientist, Coastal Marine	\$ 195.00
Engineer, Coastal Marine	\$ 177.00
Engineer, Junior, Coastal Marine	\$ 136.23

Prime Consultant: CES Consultants, Inc.	
Subconsultant: US Cost Inc.	
Job Title	Maximum Billing Rate
Cost Estimator, Senior	\$ 185.08
Cost Estimator	\$ 162.52

Prime Consultant: CES Consultants, Inc.
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**EXHIBIT “B”
MAXIMUM BILLING RATES**

Subconsultant: Garth Solutions, Inc.	
Job Title	Maximum Billing Rate
Public Engagement Lead	\$ 160.49
Public Engagement Expert	\$ 155.00
Public Engagement Specialist	\$ 120.00
Content Developer	\$ 141.00
Project Manager, COM Projects	\$ 168.71
Project Manager, Assistant, COM Projects	\$ 137.89
Administrative Assistant	\$ 90.00

Prime Consultant: CES Consultants, Inc.	
Subconsultant: Santicola & Company	
Job Title	Maximum Billing Rate
Grants Management Lead	\$ 157.49
Grants Management	\$ 140.63

**EXHIBIT “B”
MAXIMUM BILLING RATES**

TESTING RATES

STANDARD PENETRATION TEST BORINGS (ATSM D-1586), TRUCK RIG OR MUD BUG RIG		
0 - 50 Foot Depth Interval (Truck Mounted Drill Rig)	\$ 18.00	Per Foot
Grout Boreholes	\$ 6.75	Per Foot
Track/Mud Bug 0-50 Ft	\$ 23.00	Per Foot
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	\$ 450.00	EACH
SOIL TESTING		
Field Density/Test (five [5] minimum)	\$ 52.50	EACH TEST
Standard Proctors	\$ 165.00	EACH TEST
Modified Proctors	\$ 170.00	EACH TEST
Florida Bearing Value Test	\$ 100.00	EACH TEST
Limerock Bearing Ratio Test	\$ 400.00	EACH TEST
Atterberg Limit Test	\$ 95.00	EACH TEST
SAMPLING & TESTING OF FRESH CONCRETE		
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory	\$ 100.00	SET OF 4
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	\$ 70.00	hour
CONCRETE & MASONARY MATERIALS		
Concrete Compression test (Min. four [4] cylinders per trip)	\$ 140.00	SET OF 4
- Prepare cylinders & slump test on site, and deliver to lab		
Additional Concrete cylinders with slump	\$ 30.00	EACH
Concrete Compression test only [delivered to lab]	\$ 25.00	EACH
Slump test	\$ 20.00	EACH
Stand-by (Beyond 1 hour on site)	\$ 65.00	hour
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$ 400.00	SET OF 6
2” x 2” - Includes preparation of Cubes on site	\$ 400.00	SET OF 6
AGGREGATE TESTING		
Grain size determination:		
A. Full grain size (8 sieves)	\$ 110.00	EACH
B. Wash through (#200)	\$ 60.00	EACH
Sieve Analysis – Course Aggregate	\$ 95.00	EACH

EXHIBIT "B"
MAXIMUM BILLING RATES

ASPHALT TESTING		
Asphalt Cores (obtaining core samples) (Min. 3) (does not include mobilization)	\$ 600.00	SET OF 3
Mobilization (each)	\$ 400.00	SET OF 3
MISCELLANEOUS SERVICES		
Percolation test (open hole)	\$ 450.00	EACH
Exfiltration Test (SFWMD)	\$ 450.00	EACH
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details) (1-inch well - this cost is in additional to drill rig day rate)	\$ 25.00	PER FOOT
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details) (1-inch well - this cost is in additional to drill rig day rate)	\$ 35.00	PER FOOT
DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)		
Truck - Mounted Rig	\$ 520.00	** Per Occurrence
Track - Mounted Rig	\$ 1,000.00	** Per Occurrence
Well Installation Daily Rate	\$ 1,800.00	** Per Occurrence
FOUNDATION TESTING SERVICES		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	\$ 1,000.00	PER week
SITE PREPARATION MONITORING & TESTING		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	\$ 65.00	EACH
MONITOR WELL INSTALLATION & TESTING		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	\$ 40.00	PER FOOT
Environmental (2-inch diameter)* 0 - 25-ft depth	\$ 40.00	PER FOOT
Well sampling *	\$ 125.00	PER HOUR