

**AGREEMENT**

**between**

**CITY OF FORT LAUDERDALE**

**and**

**R.J. BEHAR & COMPANY, INC.**

**for**

**Bridge Design and Miscellaneous Structural Engineering  
Services, Continuing Services Contract**

**RFQ EVENT NO. 423-2**

**PROJECT NO. P12790/ P12597/ P12791**

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between:

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

and

R.J. BEHAR & COMPANY, INC., a Florida corporation, (hereinafter referred to as "CONSULTANT") (collectively, "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of February 3, 2026, authorized by motion the execution of this Agreement between the CITY and CONSULTANT authorizing the performance of Bridge Design and Miscellaneous Structural Engineering Services; and

WHEREAS, the CITY issued a Request for Qualifications (RFQ) Event No. 423-2 for Bridge Design and Miscellaneous Structural Engineering Services; 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 Bridge Design and Miscellaneous Structural Engineering 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 agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **ADDITIONAL SERVICES:** 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.

1.2 **AGREEMENT**: Means this document between the CITY and CONSULTANT dated \_\_\_\_\_, 2026, and any duly authorized and executed Amendments to the Agreement.

1.3 **CHIEF PROCUREMENT OFFICER**: The individual in charge of and responsible for centralized procurement for the City, or their designee.

1.4 **CITY**: The City of Fort Lauderdale, a Florida municipality.

1.5 **CITY COMMISSION**: The governing body of the CITY.

1.6 **CITY MANAGER**: The administrative head of the CITY appointed by the City Commission.

1.7 **CONSULTANT**: MICHAEL BAKER INTERNATIONAL, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.8 **CONTRACT ADMINISTRATOR**: The Public Works Department Director of the City of Fort Lauderdale, or his/her designee. In administration of this Agreement, as contrasted with matters of policy, all Parties may rely on instructions or determinations made by the Contract Administrator within the defined parameters of this Agreement.

1.9 **CONTRACT DOCUMENTS**: Any or all of the following documents: The Solicitation RFQ Event No. 423-2, 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. 423-2.

1.10 **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.

1.11 **DEPARTMENT DIRECTOR**: The Director of the Public Works Department for the City of Fort Lauderdale.

1.12 **NOTICE TO PROCEED**: A written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.

1.13 **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.

- 1.14 **SERVICES**: Consists of the work and phases set forth in Exhibit A, Scope of Services including all professional engineering, landscape architecture, registered surveying and mapping, and other professional design services, as described in each Work Authorization applicable to a project.
- 1.15 **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 renumeration, 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.
- 1.16 **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.
- 1.17 **TASK ORDER**: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.18 **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 – Hourly Billing Rates

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT shall provide all Services as set forth in the Exhibit A – Scope of Services, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.
- 3.2 This Agreement and the Scope of Services may not delineate every detail and minor work task required to be performed by CONSULTANT to complete a project. If CONSULTANT determines that work should be performed to complete a project and, in CONSULTANT's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items,

CONSULTANT shall notify the Contract Administrator in writing in a timely manner before proceeding with the Work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by CITY to CONSULTANT to perform the Work. Any such work that would entail additional compensation to CONSULTANT by CITY, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 7.1 or a Work Authorization pursuant to Section 7.2. Unless there is a fully executed amendment or Work Authorization or a dispute as set forth in Section 7.3, any work performed by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval shall be at no additional cost to CITY.

- 3.3 Exhibit A identifies the initial services related to this Agreement. Additional negotiations shall be required for other phases or additional services issued under this Agreement. CITY may select the type, amount, and timing of services under a Task Order executed by CONSULTANT and CITY, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 6. CITY and CONSULTANT may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, CITY shall have the right to terminate negotiations at any time at no cost to CITY and procure services for other project phases from any other source.
- 3.4 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to a project, including previous reports and any other data relative to a project. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its Services. CITY shall review any itemized deliverables and documents required to be submitted by CONSULTANT and respond in writing with any comments within the time set forth in the applicable Task Order. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any material defect in the Work of CONSULTANT or Subconsultants, or other material development that affects the scope or timing of CONSULTANT's Services.

#### ARTICLE 4 TASK ORDERS

- 4.1 All work to be performed by CONSULTANT under this Agreement must first be authorized in writing by a Task Order, in accordance with the requirements of this Article. The Task Orders shall be based upon the general description of basic services as described in Exhibit "A."
  - 4.1.1 Before issuance of any Task Order, CONSULTANT shall provide Contract Administrator with a written estimate for all charges expected to be incurred

for the tasks associated with the Task Order. Each Work Authorization (and amendments thereto) may be executed on behalf of County as follows: (a) the Chief Procurement Officer may execute any individual Task Order for which the cost to CITY is within the Chief Procurement Officer's delegated authority; and (b) any individual Task Order above the Chief Procurement Officer's delegated authority must be approved by the City Commission.

- 4.1.2 After complete execution of a Task Order under this Agreement, Contract Administrator will issue a Notice to Proceed for that authorized work. CONSULTANT must not commence such work until receipt of a Notice to Proceed.
- 4.1.3 Any modifications to a Task Order will require an amended Work Authorization approved by Contract Administrator, CITY's Chief Procurement Officer, or City Commission as required by the City Code. CONSULTANT's compensation will not exceed the amount approved in the Task Order unless such additional amount received the prior written approval from the appropriate authority.
- 4.1.4 All Task Orders must contain, at a minimum, the following information and requirements:
  - 4.1.4.1 A description of the Work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement under which the Work to be undertaken is authorized, and a statement of the method of compensation.
  - 4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of CITY is obtained. If CITY does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONSULTANT, the authorization will be terminated, and CONSULTANT will be paid in full for all work completed to that point, but said amount will in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail to identify the various elements of costs.
  - 4.1.4.3 A time established for completion of the Services undertaken by CONSULTANT or for the submission to CITY of documents, reports, and other information under this Agreement.
  - 4.1.4.4 Any other additional instructions or provision relating to the Work authorized under this Agreement.
  - 4.1.4.5 Task Orders must be dated, serially numbered, and signed.

## ARTICLE 5

### TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

- 5.1 The initial term of this Agreement is for a period of **THREE (3) YEARS** starting from the Effective Date (the "Initial Term"). The CITY reserves the right to extend the Agreement for up to **TWO (2) 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 CITY. Any renewal by CITY's Chief Procurement Officer shall not result in a substantive change to the Agreement's terms. CONSULTANT shall perform the Services within the time periods specified in the Task Order commencing from the date of the applicable Notice to Proceed.
- 5.2 CONSULTANT must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services or any phase thereof under this Agreement and any operative Task Order. Prior to granting approval for CONSULTANT to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require CONSULTANT to submit the itemized deliverables and documents identified in the Task Order for the Contract Administrator's review.
- 5.3 If the Contract Administrator determines that CONSULTANT is unable to complete Services under any Task Order because of delays resulting from untimely review by CITY or other governmental agencies having jurisdiction over a project and such delays are not the fault of CONSULTANT, or because of delays caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of CONSULTANT's control, and to inform the Contract Administrator of all facts and details related to the delay. CONSULTANT must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.
- 5.4 For any construction phase services authorized by a Task Order, if (a) CONSULTANT fails to substantially complete a project on or before the substantial completion date specified in its agreement with CITY, or (b) if CONSULTANT is granted an extension of time beyond said substantial completion date and CONSULTANT's Services are extended beyond the substantial completion date through no fault of CONSULTANT, then CONSULTANT shall be compensated in accordance with Article 6 for all Services rendered by CONSULTANT beyond the substantial completion date.
- 5.5 If CONSULTANT fails to substantially complete a project on or before the substantial completion date specified in its agreement with CITY, and the failure to

substantially complete is caused in whole or in part by CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim for damages to CONSULTANT arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the CONSULTANT and CITY are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

5.6 If CONSULTANT is performing Services under a Task Order scheduled to be completed after the expiration of this Agreement, CONSULTANT agrees to continue those Services until completion under the same terms and conditions as stated in the existing Work Authorization.

## ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all Task Orders issued under this Agreement shall not exceed **TWO MILLION FOUR HUNDRED THIRTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$2,438,000.00)**. It is agreed that the method of compensation is that of "Maximum Amount Not-to-Exceed" which means that CONSULTANT shall perform all services set forth in all Task Orders combined for total compensation amount of or less than the total stated. The hourly rate billing schedule to be used in negotiating each Task Order is attached as Exhibit B to this Agreement.

6.1.1 Optional Services. CITY may procure Optional Services up to a maximum not-to-exceed amount specified in the Task Order and in accordance with Article 7. Unused amounts of these Optional Services monies shall be retained by CITY.

6.1.2 Reimbursable Expenses. CITY will reimburse authorized Reimbursable Expenses as defined in Section 6.3 up to the maximum not-to-exceed amount specified in the Work Authorization. Unused amounts of those monies shall be retained by CITY.

6.1.3 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit B and are further described in Section 6.2.

6.1.4 Subconsultant Fees. CONSULTANT shall bill CITY for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 6.2 and Reimbursable Expenses defined in Section 6.3. CONSULTANT shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

6.1.5 Phased Amounts. Payments for Services shall be paid out in accordance with the project's phasing specified in the Task Order and shall not exceed

the amount set forth in the Task Order. The invoiced fee amount for each phase will be subject to retainage as set forth in Section 6.5.

6.2 Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Task Order issued under this Agreement, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be CONSULTANT's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 6.2 inclusive of the subsections below.

6.2.1 CONSULTANT shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for CONSULTANT and Subconsultants as shown in Exhibit C are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for CONSULTANT or any Subconsultant, CONSULTANT shall reimburse CITY based upon the actual costs determined by the audit. CITY may withhold the amount CONSULTANT is required to reimburse CITY from any payment due CONSULTANT.

6.3 Reimbursable Expenses. For reimbursement of any other direct non-salary expenses directly attributable to any Task Order permitted under this Agreement, CONSULTANT agrees to adhere to Section 112.061, Florida Statutes (2025), as may be amended or revised, except to the extent otherwise stated herein. CITY shall not be liable for any such expenses that have not been approved in advance and in writing in a Task Order. Reimbursable Subconsultant expenses must also comply with the requirements of this section. Travel expenses are not allowed.

6.3.1 Direct non-salary expenses, entitled Reimbursable, 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 CONSULTANT and 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 Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for

CONSULTANT, its 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.

#### 6.4 Method of Billing

6.4.1 **For Maximum Amount Not-To-Exceed Compensation.** CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. The statement shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services authorized by the operative Task Order. 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, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

#### 6.5 Method of Payment

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

6.5.2 Unless otherwise provided in this section, retainage in the amount of five percent (5%) of each invoice shall be retained by CITY until satisfactory completion of the applicable phase. When the Services to be performed on all phases under a Task Order are fifty percent (50%) complete, upon written request by CONSULTANT and written approval by the Contract Administrator that the Services are progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage of each invoice for subsequent

payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

- 6.5.3 Upon CONSULTANT's completion of each phase to the satisfaction of the Contract Administrator, CITY shall remit to CONSULTANT any amounts withheld as retainage for that phase. Final payment under each Task Order must be approved by the Chief Procurement Officer.
- 6.6 Fiscal Year. The continuation of this Agreement beyond the end of any CITY fiscal year (October 1 through September 30) is subject to appropriation and the availability of funds.
- 6.7 CONSULTANT shall pay Subconsultants and suppliers providing Services under any Work Authorization issued in accordance with this Agreement within fifteen (15) days following receipt of payment from CITY for such subcontracted work or supplies. If CONSULTANT withholds an amount as retainage from a Subconsultant or supplier, CONSULTANT shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from CITY. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to all Subconsultants and suppliers. CONSULTANT shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.
- 6.8 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 7 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 7.1 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.
- 7.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under an operative Task Order. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the CITY Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.
- 7.3 If a dispute between the Contract Administrator and CONSULTANT arises over whether any work requested by CITY is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to City Manager or the City Manager's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed work.

## ARTICLE 8 REPRESENTATIONS AND WARRANTIES

- 8.1 Representation of Authority. CONSULTANT represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CONSULTANT, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CONSULTANT has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to CONSULTANT. CONSULTANT further represents and warrants that execution of this Agreement is within CONSULTANT's legal powers, and each individual executing this Agreement on behalf of CONSULTANT is duly authorized by all necessary and appropriate action to do so on behalf of CONSULTANT and does so with full legal authority.
- 8.2 Solicitation Representations. CONSULTANT represents and warrants that all statements and representations made in CONSULTANT's proposal, bid, or other supporting documents submitted to CITY in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date CONSULTANT executes this Agreement, unless otherwise expressly

disclosed in writing by CONSULTANT.

- 8.3 Contingency Fee. CONSULTANT represents that it has not paid or agreed to pay any person or entity, 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. If this Agreement is subject to Section 287.055, Florida Statutes (2025), as may be amended or revised, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.
- 8.4 Truth-In-Negotiation Representation. CONSULTANT's compensation under this Agreement is based upon its representations to CITY, and CONSULTANT certifies that the wage rates, factual unit costs, and other information supplied to substantiate CONSULTANT's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date CONSULTANT executes this Agreement. CONSULTANT's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 8.5 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.
- 8.6 Scrutinized Companies List. 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 57 provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (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.

8.7 Anti-Human Trafficking

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

8.8 Warranty of Performance. CONSULTANT represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. CONSULTANT represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.9 Breach of Representations. In entering into this Agreement, CONSULTANT acknowledges that CITY is materially relying on the representations and warranties of CONSULTANT stated in this Article. CITY shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, CITY shall have the right, at its sole discretion, to terminate this Agreement without any further liability to CONSULTANT, to deduct from the compensation due CONSULTANT under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to CONSULTANT under this Agreement. Furthermore, a false representation may result in debarment from CITY's competitive procurement activities.

## ARTICLE 9

## TERMINATION

9.1 Termination for Cause. This Agreement or any Task Order issued under this Agreement may be terminated for cause by the CITY if CONSULTANT has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the City Commission. Termination for convenience by the City Commission shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Task Order was approved by City Commission action, termination for cause by CITY of the Agreement or Task Order, as applicable, must be by action of the City Commission or the City Manager; in all other instances termination for cause may be affected by the City Manager, the CITY representative expressly authorized under this Agreement, on behalf of CITY. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If CITY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement or any Task Order issued under this Agreement may be terminated for cause by CITY for reasons including, but not limited to, any of the following:

9.2.1 CONSULTANT's failure to suitably perform the work, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Task Order, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices.

9.2.2 If CONSULTANT is a "scrutinized company" pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, if CONSULTANT is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes (2025), or if CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 Termination for Convenience. If this Agreement or any Task Order issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any Services properly performed under this Agreement or operative Task Order through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

CONSULTANT acknowledges and agrees that it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

- 9.5 In addition to any right of termination stated in this Agreement, CITY shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.
- 9.6 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 items. CONSULTANT shall have no right to terminate this Agreement for convenience of CONSULTANT.

## ARTICLE 10 INSURANCE

### 10.1 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT 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. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

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

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits

not less than:

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

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

#### Professional Liability

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

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

#### Business Automobile Liability

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

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

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

Coverage must be afforded per Chapter 440, Florida Statutes (2025). 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.

**Insurance Certificate Requirements**

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

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
401 SE 21<sup>st</sup> 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 adding the CITY as an Additional Insured shall be at CONSULTANT's expense.

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

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

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

All required insurance policies must be maintained until the 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. The CITY reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

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

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

**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.**

## ARTICLE 11

### MINORITY AND DISADVANTAGED PARTICIPATION; NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

11.1 Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by minority and women business firms in CITY projects, and in the purchase of goods and services. CONSULTANT shall make a good faith effort to help the CITY maintain and encourage Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) participation levels consistent with such historical levels and market conditions. CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each

CITY fiscal year.

11.2 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 in 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 ADA 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.

## ARTICLE 12 MISCELLANEOUS

12.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with CONSULTANT to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more CITY employees with authority pertaining to day-to-day project management or activities

for each Work Authorization. CONSULTANT shall notify Contract Administrator in writing of CONSULTANT's representative(s) to whom matters involving the Work Authorization shall be addressed.

#### **12.2 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.

#### **12.3 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 (2025), as may be amended or revised. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle 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.

#### **12.4 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 BOULVEARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto: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.

**12.5 Audit Rights 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.

## 12.6 Subconsultants

- 12.6.1 CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any work.
- 12.6.2 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:

- Arehna Engineering Inc.
- Craig A. Smith and Associates, LLC
- Underwater Engineering Services, Inc.

## 12.7 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 12.6.

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

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's

performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

**12.8 Indemnification of City**

- 12.8.1 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.
- 12.8.2 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.
- 12.8.3 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 12.8.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

**12.9 Prior Agreements Superseded**

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

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

## 12.10 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:

Brad Kaine, Director  
Public Works Department  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5806  
Email: [bkaine@fortlauderdale.gov](mailto:bkaine@fortlauderdale.gov)

With a copy to:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> 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:

Robert J. Behar, P.E.  
President  
R.J. Behar & Company, Inc.  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, Florida 33332  
Telephone: (954) 680-7771  
Email: [bbehar@rjbehar.com](mailto:bbehar@rjbehar.com)

## 12.11 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.

#### 12.12 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.

#### 12.13 Third-Party Beneficiaries

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.

#### 12.14 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.

**12.15 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.

**12.16 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.

**12.17 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.

**12.18 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.

**12.19 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.

## 12.20 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.

## 12.21 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.**

## 12.22 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.

## 12.23 One Original Agreement

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

## 12.24 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.

**12.25 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.

**12.26 Environmental, Health and Safety**

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

**12.27 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.

**12.28 Truth-In-Negotiation Certificate**

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

## **12.29 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.

## **12.30 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.

## **12.31 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.

## **12.32 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.

## **12.33 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.

#### 12.34 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 CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2025), as may be

amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.

4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (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 Agreement under Section 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section—in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(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.

#### **12.5 Foreign Countries of Concern**

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

**[THIS SPACE IS LEFT INTENTIONALLY BLANK]**

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:  
Shari L. McCartney, City Attorney

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

**CONSULTANT**

**R.J. BEHAR & COMPANY, INC.**, a Florida corporation

**WITNESSES:**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
ROBERT J. BEHAR, P.E.  
President

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

\_\_\_\_\_  
Signature

**ATTEST:**

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

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

(CORPORATE SEAL)

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by **Robert J. Behar, P.E.**, as **President**, for **R.J. Behar & Company, 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**

### **Purpose**

The City is seeking qualified, experienced, and licensed firm(s) to provide Professional Engineering Consulting Services related to a continuing contract for Bridge Design and Miscellaneous Structural Engineering Services for the City's Public Works Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

The Bridge Design Services covered under this Agreement includes but is not limited to:

1. Replacement of SE 13th Street Bridge - ID:865765
2. Replacement of NE 1st Street Bridge- ID:865727
3. Replacement of the Bayview Longboat Inlet Bridge - ID:865708

The following is a list of Miscellaneous Structural Engineering Services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects.

The Work to be accomplished under this Agreement includes, but is not limited to, site survey, geotechnical investigation, preliminary design sketches, public involvement, detailed structural analysis, development of construction drawings, technical specifications for materials and construction methods, preparing construction cost estimates, permitting, utility coordination and utility relocation design, drainage design, preparing bidding documents post design services, preparing final load rating analysis as per FDOT standards and Construction Engineering Inspection (CEI) services. A consulting firm, or its affiliate, serving as the Engineer of Record (EOR) on a project shall not be considered eligible to compete as the prime consultant for Construction Engineering and Inspection (CEI) services on the same project. The consulting firm selected to conduct feasibility studies for the potential implementation of a subsequent project, participate in the drafting of a solicitation, or develop a program for future implementation, shall not be eligible for the award of any other contracts related to that specific subject matter.

This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experienced, qualified, and able to perform:

### **Scope of Services**

The selected Consultant shall provide Bridge Design and Miscellaneous Structural Engineering Services for City of Fort Lauderdale owned seawalls, bulkheads, bridges,

water/wastewater structures, and other miscellaneous structures. The Projects include, but are not limited to, structural inspection, condition assessment, evaluation of structural integrity, developing master plans, designing new structures with complete replacement phasing stages, and designing the rehabilitation and strengthening existing structures using conventional and advanced materials, such as composites and fiber reinforced polymers, analysis, evaluation, load rating, preparation of construction documents and support for all structures, permitting, bidding, bid evaluation, cost estimation and construction administration (CEI) related to contracts for Structural Engineering Services where the consultant is not the Engineer of Record. Additional services, including grant application and staff augmentation will also be required. Previous experience in developing innovative and sustainable design preferred.

- The Consultant shall provide Bridge Design and Miscellaneous Structural Engineering Services to the City using the assistance of subconsultants if needed.
- The Consultant shall carry out the responsibilities delineated in each project's scope of services and shall provide such services, as needed, to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders.
- The Consultant may propose utilizing sub-consultants for technical assistance necessary to develop work if needed.

The summary of services required from the Consultant are presented below:

1. Nondestructive testing, underwater inspection, nonlinear finite element analysis, and integrity assessment of structural elements.
2. Assessment of structures and preparation of master plans with short-term and long- term repair and replacement recommendations. The master plans shall include planning level design documents including sketches, preliminary descriptions of work to be performed, and cost estimates.
3. Review and utilize the findings of the surveys, geotechnical investigations, inspections, and material sampling and testing programs to perform an overall condition assessment and rating of the various structural components.
4. Analysis, design, evaluation, inspection of concrete, steel, metal, timber, and masonry structures and development of construction documents for all types of structures such as buildings, bridges, seawalls, and water and wastewater plant structures in accordance with relevant Building Codes and applicable standards.
5. Design of repair/strengthening techniques and development of construction documents for all types of structures such as buildings, bridges, seawalls, and water and wastewater plant structures.
6. Perform structural feasibility studies.

7. Recommend routine maintenance, operational practices, and repairs and/or enhancements that would appreciably extend the remaining structure's service life.
8. Design of foundation systems for various structures including concrete spread footings, toe wall footings, mat foundation, auger cast piles, steel piles, and precast concrete piles.
9. Conduct field inspections of all structural elements and prepare designs and specifications for appropriate repairs and replacements.
10. Perform evaluation, analysis and recommendations for soil strengthening and remediation.
11. Provide cost estimates for proposed design and improvements at various stages (30% complete, 60% complete, 90% complete, and 100% complete) of a project.
12. Construction management and assisting City staff with bidding and bid evaluation.
13. Consultant Services for Public Outreach and public meetings services.
14. Utility Coordination and Subsurface utility engineering (SUE) to identify a potential utility conflict.
15. Preparation of a Project Manual containing pertinent documents (i.e., Plans, Permits, Calculations, Reports) as well as backup information (such as correspondence, Meeting minutes, etc.) and supporting design decisions.

All Work will normally be performed by the Consultant at an off-site location. The Consultant will be required to provide their own equipment.

## **Schedule**

The Consultant will submit a preliminary project schedule for each Project. The schedule shall be prepared in Microsoft Project and will utilize an estimated Notice-to-Proceed (NTP). The Project schedule will cover the full duration of the Scope of Services for each Project.

## **Quality Control**

The Consultant is responsible for the quality control (QC) of their work and of its subconsultants. The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services. It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all deliverables required.

**EXHIBIT "B"**

**HOURLY BILLING RATES**

**SEE BELOW**