

AGREEMENT

between

City of Fort Lauderdale

and

Craven, Thompson & Associates, Inc.

for

Water Consent Order Mapping Services

RFQ No. 12665-1026

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 17th day of November 2022, by and between:

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

and

CRAVEN, THOMPSON & ASSOCIATES, INC., a Florida Corporation authorized to conduct business in the State of Florida, (hereinafter referred to as "CONSULTANT"), collectively known as "Parties"

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of November 1, 2022, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Water Consent Order Mapping Services, RFQ No. 12665-1026, incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated November 1, 2022, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CHANGE ORDER: A written order approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT T that is directly related to the original scope of work or an adjustment in the original contract

price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSULTANT: Craven, Thompson & Associates, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.8 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.9 DEPARTMENT DIRECTOR: The director of the Public Works Department for the City of Fort Lauderdale.
- 1.10 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.11 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.12 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised.
- 1.13 PROJECT: An agreed scope of work for accomplishing a specific plan or development. 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 may occur in separate phases and Task Orders at the CITY's discretion.

- 1.14 **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.
- 1.15 **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 **PREAMBLE**

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

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

ARTICLE 3 **SCOPE OF SERVICES**

- 3.1 The CONSULTANT shall perform the following professional services: Water Consent Order Mapping 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 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, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ #12665-1026).

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications (RFQ #12665-1026).

- 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.. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

ARTICLE 7 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in the project schedule indicated in Exhibit C. The Project Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

- 7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 In the event CONSULTANT fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or 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, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **Eight Million Two Hundred Ninety-Nine Thousand Nine Hundred Eighty Dollars and Zero Cents (\$8,299,980.00)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, CITY shall not be liable for interest for any reason,

whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

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

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the

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

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

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

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

8.4 METHOD OF PAYMENT

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

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

8.4.3 Payments are scheduled to be made by CITY to CONSULTANT by check.

8.4.4 Payment will be made to CONSULTANT at:

Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

ARTICLE 9 **AMENDMENTS AND CHANGES IN SCOPE OF SERVICES**

9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 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 such dispute. To this effect, they shall consult and negotiate with each other, in good faith and,

recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10 CITY'S RESPONSIBILITIES

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

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), 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 subconsultants. 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.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. 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.

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

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

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

11.2.5 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. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONSULTANT shall preserve and make available, at reasonable times 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.

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

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

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

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

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

11.5 MINORITY PARTICIPATION

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

11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), 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, subconsultant, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), 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.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant.

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

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

The list of subconsultants submitted is as follows:

- Craig A. Smith & Associates, Inc.
- Hazen and Sawyer, P.C.
- InfraMap Corp.
- Keith and Associates, Inc.
- McLaughlin Engineering Company
- Manuel G. Vera & Associates, Inc.
- MOTPlans.com LLC
- Ritzel-Mason, Inc.
- SAM Surveying and Mapping, LLC.
- Stoner & Associates, Inc.
- Woolpert, Inc.
- Zeman Consulting Group LLC

11.8 ASSIGNMENT AND PERFORMANCE

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

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

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

11.9 INDEMNIFICATION OF CITY

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

11.9.2 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.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$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, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

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, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the 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 the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the 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 municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Professional Liability

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

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

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property

Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Business Automobile Liability

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

If the CONSULTANT does not own vehicles, the 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.

The CONSULTANT waives, and the CONSULTANT shall ensure that the 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.

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

Insurance Certificate Requirements

- a. The CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the 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 the CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation 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 the CONSULTANT's expense.

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

The CONSULTANT's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the CONSULTANT's responsibility to ensure that any and all of the CONSULTANT's independent consultant and subconsultants comply with these insurance requirements. All coverages for independent contractors and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the CONSULTANT.

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

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

agreements whether oral or written.

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

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in 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.

11.15 INDEPENDENT CONSULTANT

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

11.16 THIRD PARTY BENEFICIARIES

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

11.17 CONFLICTS

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

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

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

11.18 CONTINGENCY FEE

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

11.19 WAIVER OF BREACH AND MATERIALITY

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

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

11.20 COMPLIANCE WITH LAWS

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

11.21 SEVERANCE

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

11.22 JOINT PREPARATION

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

11.23 PRIORITY OF PROVISIONS

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

11.24 APPLICABLE LAW AND VENUE 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.**

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 ONE ORIGINAL AGREEMENT

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

11.27 NOTICES

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

CITY: Alan Dodd, P.E., Director, Public Works
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5806

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

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

CONSULTANT: Patrick J. Gibney, P.E.
Craven, Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309
Telephone: 954-739-6400
Email: pgibney@craventhompson.com

11.28 ATTORNEY FEES

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

11.29 PERMITS, LICENSES AND TAXES

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

11.30 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.

11.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/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.

11.32 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.

11.33 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.

11.34 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.

11.35 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 CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), 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 CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes

(2022), 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 (2022), as may be amended or revised.

11.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301.

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 (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

11.37 INTELLECTUAL PROPERTY

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

11.38 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.

11.39 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.

11.40 NON-DISCRIMINATION

The CONSULTANT shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that the CONSULTANT offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the CONSULTANT will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of this 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.

11.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), 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 (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the CONSULTANT otherwise complied with Section

448.095(2), Florida Statutes (2022), 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(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), 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 Article 12 Section 12.41, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Article 12 Section 12.41. in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT 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: _____

GREG CHAVARRIA
City Manager

Date: _____

11-17-22

ATTEST:

By: _____

DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____

RHONDA MONTOYA HASAN
Assistant City Attorney

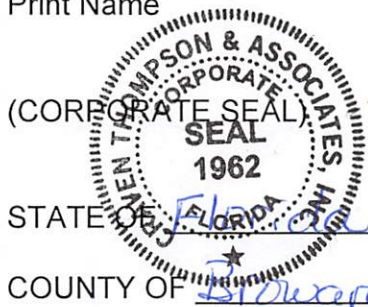
WITNESSES:

Tammy Taylor

Tammy Taylor
Print Name

Jennifer MacDonald

Jennifer MacDonald
Print Name



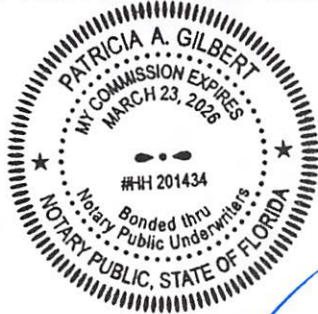
Craven, Thompson & Associates, Inc., a Florida corporation authorized to conduct business in the State of Florida

By: [Signature]
Patrick J. Gibney, Vice President

ATTEST:

By: [Signature]
Secretary

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022, by Patrick J. Gibney as Vice President for Craven, Thompson & Associates, Inc, a Florida corporation.



[Signature]
(Signature of Notary Public - State of Florida)

PATRICIA A. GILBERT
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

EXHIBIT A SCOPE OF SERVICES

PROJECT BACKGROUND

The CITY is currently under Consent Order OGC File No. 19-1637 from the Florida Department of Environmental Protection (FDEP) and are required to submit a complete map of the existing water supply network within the CITY's geographic boundaries, including all source and distribution mains, control valves, and directional flow routes. Mapping of the service lines may be accomplished through mapping of the meters/meter boxes. Directional flows, including flows to any facility not belonging to the CITY, will be shown on the map. Inactive mains and related appurtenances with shut-off valves should be illustrated and highlighted to define their unique operational status.

GENERAL REQUIREMENTS

Design Standards

The Survey will conform to the Standards of Practice for Land Surveying in the State of Florida, as outlined in Rule 5J-17 (Florida Administrative Code) as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers in September, 1981, as amended, pursuant to Chapter 472.027, Florida Statutes.

Quality Control

The CONSULTANT is responsible for the Quality Control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the CITY the list of subconsultants which shall be used for this Project. This list shall not be changed without prior approval of the CITY. All subconsultant 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 shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this scope of services. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review, if requested. The QC review shall include the names of the CONSULTANT's staff that performed the QC review for each component (Mobile Lidar, Aerial Lidar and Photogrammetry, Subsurface Utility Engineering S.U.E. services, Surveying & Mapping, Geographic Information System G.I.S.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this scope of services. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include milestones such as survey, reporting, management, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 - Project Management

Prepare a Project Management plan and schedule for the Project. The schedule will include monthly meetings, progress reports, timelines, and deliverables. Project management will also include coordination between the CTA Team (Craven Thompson & Associates, Inc., Woolpert, Inc. and Hazen and Sawyer, P.C.) and the CITY staff, the different subconsultants, Maintenance of Traffic (MOT), and any other issues that affect the project time schedule.

The overall Project will commence after a Notice to Proceed is provided by the City of Fort Lauderdale Public Works Department.

A Kick-off meeting will be scheduled within one-week of the Notice to Proceed date and will include CITY Staff, Project & Mapping Management from the (CTA Team) including, Craven Thompson & Associates, Inc. (CTA), Woolpert, and Hazen and Sawyer. A separate Kick-off meeting will be held with members of the twelve (12) subconsultants for this Project. The Subconsultants were chosen specifically for the services and expertise that they can provide for this project and based on their previous work experience with the CTA Team on other projects.

The subconsultants and the Services they provide include:

1. Woolpert, Inc. (Project management, G.I.S., Survey, and S.U.E.)
2. Hazen and Sawyer, P.C. (Project Management, and G.I.S. review)
3. SAM Surveying and Mapping, LLC. (Survey, S.U.E., Mobile Lidar, and Aerial Lidar & Photogrammetry)
4. Keith & Associates, Inc. (Survey, S.U.E., and Mobile Lidar)
5. Manuel G. Vera & Associates, Inc. (Survey, S.U.E., and Mobile Lidar)
6. Craig A. Smith & Associates, Inc. (Survey, and S.U.E.)
7. Zeman Consulting Group LLC (Survey, and S.U.E.)
8. InfraMap Corp. (Survey, and S.U.E.)
9. Ritzel Mason, Inc. (Survey, and S.U.E.)
10. McLaughlin Engineering Company (Survey)
11. Stoner & Associates, Inc. (Survey)
12. MOTPlans.com LLC (Maintenance of Traffic- MOT)

Each subconsultant has a specific scope to provide for this project and a defined area of the CITY they will be responsible for so they can work efficiently and not overlap the areas of other subconsultants. They have all been briefed prior to and during the negotiation process and have all agreed to their part in this project.

Task 2 - Mapping

The mapping portion of this project constitutes most of the work to be done to meet the FDEP Consent Order requirements of a complete map of the CITY's water supply network. The final deliverable will be an updated version of the CITY's ArcGIS geodatabase with the corrected horizontal positions of the aboveground water features (valves, fire hydrants, air release valves, and water meters) to an accuracy of +/- 0.3 – 0.5 feet. It will also include the updated horizontal locations of all water mains, 4 inches in diameter and larger.

All survey and mapping work performed on this project will meet the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code, and be certified by a Florida Licensed Professional Surveyor and Mapper.

All Subsurface Utility Engineering (S.U.E.) Work will be performed where possible to Quality Level B, per the current A.S.C.E. 38-02 standards, by Florida licensed S.U.E. Companies.

The horizontal datum for this project will be in the projection: State Plane, Florida East Zone, North American Datum 1983 (2011), U.S. Survey Feet (x, y) coordinates, and be based on one the GPS/GNSS State-wide networks available in Florida (FDOT FPRN, Trimble Navigation VRS, or Lengemann L-Net).

The vertical datum for this project will be in: North American Vertical Datum of 1988 (NAVD88) in U.S. Survey Feet and will be based on the Citywide benchmark network created by Craven Thompson & Associates during the Sanitary Sewer project in 2018-19.

It will be a critical first step for the CTA Team to work with the CITY Staff to acquire all of the CITY's Asbuilt records on the watermains and aboveground water features in digital format (AutoCAD, MicroStation, PDF, Tiff, etc.). These records will be reviewed by the CTA Team and utilized as reference material throughout the project timeframe. They will be organized and distributed to the different subconsultants working for the CTA Team within their respected S.U.E. areas.

The Mapping process will proceed based on a defined scope and timeline with each of the subconsultants providing a number of Surveying & Mapping services that will include:

1. High density Aerial Lidar with a ground point density of 120 to 150 points per square meter, to and accuracy of +/- 0.2 – 0.5 feet horizontally and vertically across the CITY.
2. High resolution Aerial Photogrammetry with two (2) inch pixel resolution imagery on the ground of the entire water service area of the CITY. The aerials will be flown in such a manner as minimize lean in all tall buildings within the CITY and provide a view of 98% of the ground around all buildings within the downtown area.

3. Mobile Lidar will be collected of every roadway within the Water Service areas that have water mains on them based on the CITY's current GIS to an accuracy level of +/- 0.3 – 0.5 feet based on GPS/GNSS corrections.
4. Subsurface Utility Engineering (S.U.E.) Services will be performed to Quality Level B, per A.S.C.E. 38-02 Standards on all water mains 8" in diameter and larger.
5. Horizontal and vertical (x, y, & z) locations of every aboveground water feature (water valve, hydrant, air release valve, water meter) to an accuracy of +/- 0.3 - 0.5 feet using survey grade Global Positioning System (GPS) / Global Network Satellite System (GNSS) rover units tied into a state-wide GPS/GNSS network, or by extracting the features from the mobile or aerial Lidar and photogrammetry. Where GPS/GNSS satellite coverage is obscured, feature locations will be collected by traditional Survey methods and tied in by field traverse to GPS/GNSS points.
6. Water valves, Air Release Valves (ARV) and Water meters will be field located with (x, y, z) coordinates of the center of water valve box, center of the ARV Manhole, and the center of the water meter box only, no assets will be opened or accessed and no internal measurements will be determined for this mapping project.
7. Fire Hydrants will be field located with the (x, y) coordinates of the center of the hydrant, no vertical information will be determined for hydrants under this mapping project.

All main locations will be accomplished by the methods defined below:

The horizontal locations of **water mains 8 inches in diameter and larger** will be field located using subsurface utility engineering (S.U.E.) methods to Quality Level B, per current A.S.C.E. 38-02 standards. These water mains will be connected to any field located aboveground water feature along each main and then supplied to the CTA Team in digital format (ArcGIS or AutoCAD). These mains are the most critical to the CITY and have the fewest aboveground features to identify their field location so they will be determined by eight (8) S.U.E. firms to Quality Level B Standards. If needed, the S.U.E. subconsultants can perform periodic test holes for the purpose of determining pipe location or verification of pipe size along their routes. At all times, the S.U.E. subconsultants shall be verifying aboveground water features (valves, hydrants, and ARVs) to connect to. If the S.U.E. firm cannot find a specific valve where one is indicated in the CITY's ArcGIS geodatabase, valve will be noted as "not verified" and an extra effort to determine the valves' location will be performed. This effort will include up to a half-hour search of the general area where the asset appears to be using ground penetrating radar. If not located within that timeframe, it will be noted as "not found" by the S.U.E. firm and sent to the CTA Team for further Asbuilt records research. If the asset location is determined then the S.U.E. crew should obtain a GPS/GNSS (x, y) position, mark it on the ground and immediately notify the CTA Team so they can have the CITY uncover it for location purposes.

The horizontal locations of all **water mains between 4 inches and 6 inches in diameter** will be based on the CITY's records and Asbuilt Plans. The Team will utilize and rely upon the existing CITY records and the field surveyed aboveground features (valves, hydrants, and air release valves) to edit the horizontal locations of these mains. The Team will utilize the surveyed features from the subconsultant Survey/S.U.E. firms and then relocate and align the horizontal locations of the 4–6-inch water mains with the surveyed features. The CITY's record Asbuilts will also be used to relocate the mains, as necessary.

Water features (Valves, Fire Hydrants, Air Release Valves, Water meters)

All Water valves, Air Release Valves (ARV) and Water meters will be field located with (x, y, z) coordinates of the center of water valve box, center of the ARV Manhole, and the center of the water meter box only, no internal measurements will be determined for this mapping project.

Fire Hydrants will be field located with the (x, y) coordinates of the horizontal center of the hydrant, no vertical information will be determined for this mapping project.

All aboveground features (valves, hydrants, ARVs, meters) locations will be determined by one of the following four methods:

1. Features extracted from locations captured in the Mobile Lidar data
2. Features extracted from the Aerial Lidar and Aerial Photogrammetry
3. Features measured directly with survey grade GPS/GNSS rover units
4. Traditional Survey methods

The aboveground features will be supplied by the different S.U.E. and Survey subconsultants as point features in their digital files (ArcGIS or AutoCAD) and as a separate point feature coordinates in an Excel (.xlsx, or csv) format with the following fields [SUE Firm Point number, E(X), N(Y), Elevation (Z), description (WV-FH-ARV-WM)]. All point feature coordinates will be provided to two decimal places in the x, y, and z coordinates. The CTA Team will import all digital locations of mains and point feature files into ArcGIS from the different subconsultants, perform QA/QC on the locations, and then perform edits on the CITY's ArcGIS geodatabase to correct the horizontal locations of both the aboveground features and the below ground water mains 8 inches in diameter and larger. The editing process will be coordinated with the CITY's GIS staff and based on an agreed upon and documented methodology.

4 - 6-inch diameter water main locations will be edited based on the Asbuilt record and the field surveyed aboveground water features.

Deliverables: The following deliverables shall be provided under Task 2:

Mobile Lidar:

- The final Mobile Lidar data will be provided in a tiled manner to the industry standard lidar format ".las" version 1.4 with each lidar tile having a unique Identification number and headers with the horizontal and vertical projections imbedded in each file. Each tile will be contiguous with all other tiles and be cut in such a manner as to make logical sense in the format and numbering sequence. Due to the size of Mobile Lidar data files, each tile will be of a size manageable by most lidar software on a computer with dual processors and a good video card. The final Lidar tiles will be provided to the CITY on multiple portable hard-drives, whose size will be determined after each of the three regions are completed.

- A tile map will be supplied for each of the three Mobile Lidar regions in ArcGIS, AutoCAD and Adobe Acrobat PDF formats.
- A certified Surveyors Report will be provided by each of the three Mobile Lidar subconsultants certifying to the accuracy levels and signed and sealed by a Florida Licensed Professional Surveyor and mapper.

Aerial Lidar:

- The final Aerial Lidar deliverable of the CITY's Water Service area will be provided in a tiled manner to the industry standard lidar format ".las" version 1.4 with each lidar tile having a unique Identification number and headers with the horizontal and vertical projections imbedded in each file. Each tile will be contiguous with all other tiles and be cut in such a manner as to make logical sense in the format and numbering sequence. Due to the point density, Aerial Lidar will be cut into tiles of manageable size, 100-150 million lidar points per tile, possibly 1500 x 1500 or 2000 x 2000 feet square tiles. All Aerial Lidar tiles will be provided without atmospheric noise and be flown after midnight to provide the most roadways without traffic.
- A tile map will be supplied for the CITY's Water Service area in ArcGIS, AutoCAD and Adobe Acrobat PDF formats.
- Final delivery will be on a one-two terabyte portable hard-drive.
- A certified Surveyors Report will be provided by the Aerial Lidar subconsultants certifying to the accuracy levels and signed and sealed by a Florida Licensed Professional Surveyor and mapper.

Aerial Photogrammetry:

- The final high resolution Aerial Photogrammetry deliverable of the CITY's Water Service area will be provided in 2-inch pixel resolution tiles using the same tile configuration as the Aerial Lidar. The 2-inch pixel resolution tiles should provide an excellent ground view for identifying most of the CITY's aboveground water assets. When the Aerial Lidar and Aerials are combined, the CTA Team will be able to extract the assets hidden from view in the Mobile Lidar areas and in the areas not driven with Mobile Lidar. The Aerials will be provided in both ".tiff" and ".sid" file formats and be clear and concise with minimal lean in tall buildings throughout the CITY's water service area.
- A tile map will be supplied for the CITY's Water Service area in ArcGIS, AutoCAD and Adobe Acrobat PDF formats.
- Final delivery will be on a one-two terabyte portable hard-drive.
- A certified Surveyors Report will be provided by the Aerial Photogrammetry subconsultants certifying to the accuracy levels and signed and sealed by a Florida Licensed Professional Surveyor and mapper.

ArcGIS Geodatabase:

The finalized updated geodatabase will be provided by the CTA Team with edited locations of the point features, (valves, hydrants, ARVs, water meters) and edited horizontal locations of water mains 4 inches in diameter and larger.

The geodatabase will conform to the existing geodatabase fields and formats provided by the CITY at the beginning of the project. Any new point features or mains found during this mapping project will be created as a separate deliverable to CITY in an agreed upon format so the CITY's GIS Staff can determine the best methodology of documenting and adding them to their current network.

PROJECT ASSUMPTIONS

- CITY and CONSULTANT agree this is a mapping project of the CITY's water supply network to meet the FDEP Consent Order, and the CONSULTANT is only editing and correcting the horizontal and vertical locations of the aboveground water features (valves, hydrants, ARV valves, and meters) in the CITY's current ArcGIS geodatabase. Together with identifying and locating any new aboveground water features not previously in the geodatabase, based on the defined scope of services and providing them as a separate deliverable. No other GIS database information will be edited or is part of this mapping effort.
- CITY and CONSULTANT also agree that part of this mapping project includes editing and correcting the horizontal locations of the below ground water mains 4 inches in diameter and larger in the CITY's current ArcGIS geodatabase. Together with identifying and locating any new water mains not previously in the geodatabase, based on the defined scope of services and providing them as a separate deliverable. No other GIS database information will be edited or is part of this mapping effort.
- CITY and CONSULTANT agree that the modeling of the water network needed to determine the directional flows as stated in the Consent Order and discussed during negotiations, would be performed by the CITY staff and not part of this mapping scope of services.
- CITY agrees that the CONSULTANTS defined scope of services provided herein will meet the requirements of the FDEP Consent Order.
- CITY shall provide access to the different sites, if needed, and will act as liaisons with any other persons or entities needed to accomplish this survey.
- CITY shall provide/assist with Maintenance of Traffic (MOT) if needed for the safety of the CTA subconsultants for locating any of these structures.
- CITY shall provide any existing electronic CAD files of previous surveys within the CITY that have Water features or mains. It is not the CONSULTANTS responsibility to verify accuracy of previous certified Asbuilt or surveys.
- CITY shall provide the CONSULTANT with legible pdf copies of all water main Asbuilts performed for the CITY within the water service areas.
- CITY shall provide all permitting fees, if needed.

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this scope of services, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 and 2 within 21 months of the written Notice to Proceed, weather permitting, and based on the Project Schedule in Exhibit "C."

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to the CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and subconsultant fees, if any, are shown on Exhibit B attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email (AcctsPayable@fortlauderdale.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

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

Task 1 - Project Management	\$358,340.00
Task 2 - Mapping	\$7,046,818.00
Reimbursable Expenses: Mobile Lidar: \$529,822.00 Aerial Lidar & Photogrammetry: \$103,000.00 Maintenance of Traffic: \$222,000.00 Miscellaneous: \$20,000.00	\$894,822.00

Grand Total	\$8,299,980.00
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CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of **Sylejman Ujkani, PE**, Project Manager II, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Sylejman Ujkani
Program Manager
Public Works - Engineering
City of Fort Lauderdale
City Hall, 4th Floor Engineering
101 NE 3rd Avenue, Suite 1420
Fort Lauderdale, FL 33301
(954) 828-5963
SUjkani@fortlauderdale.gov

Christopher Bennett, P.E.
Assistant Public Works Director
Public Works
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-8000
cbennett@fortlauderdale.gov

CONSULTANT CONTACTS

Project Manager:
Patrick Gibney, P.E.
Vice President, Engineering
Craven Thompson & Associates
3563 NW 53rd Street
Fort Lauderdale, FL 33309
(954) 739-6400
pgibney@craventhompson.com

Mapping Manager:
Richard D. Pryce, P.S.M.
Vice President, Survey & GIS
Craven Thompson & Associates
3563 NW 53rd Street
Fort Lauderdale, FL 33309
(954) 739-6400
rpryce@craventhompson.com

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PROJECT LOCATION MAP **MOBILE & AERIAL LIDAR, & SUBSURFACE UTILITY ENGINEERING**

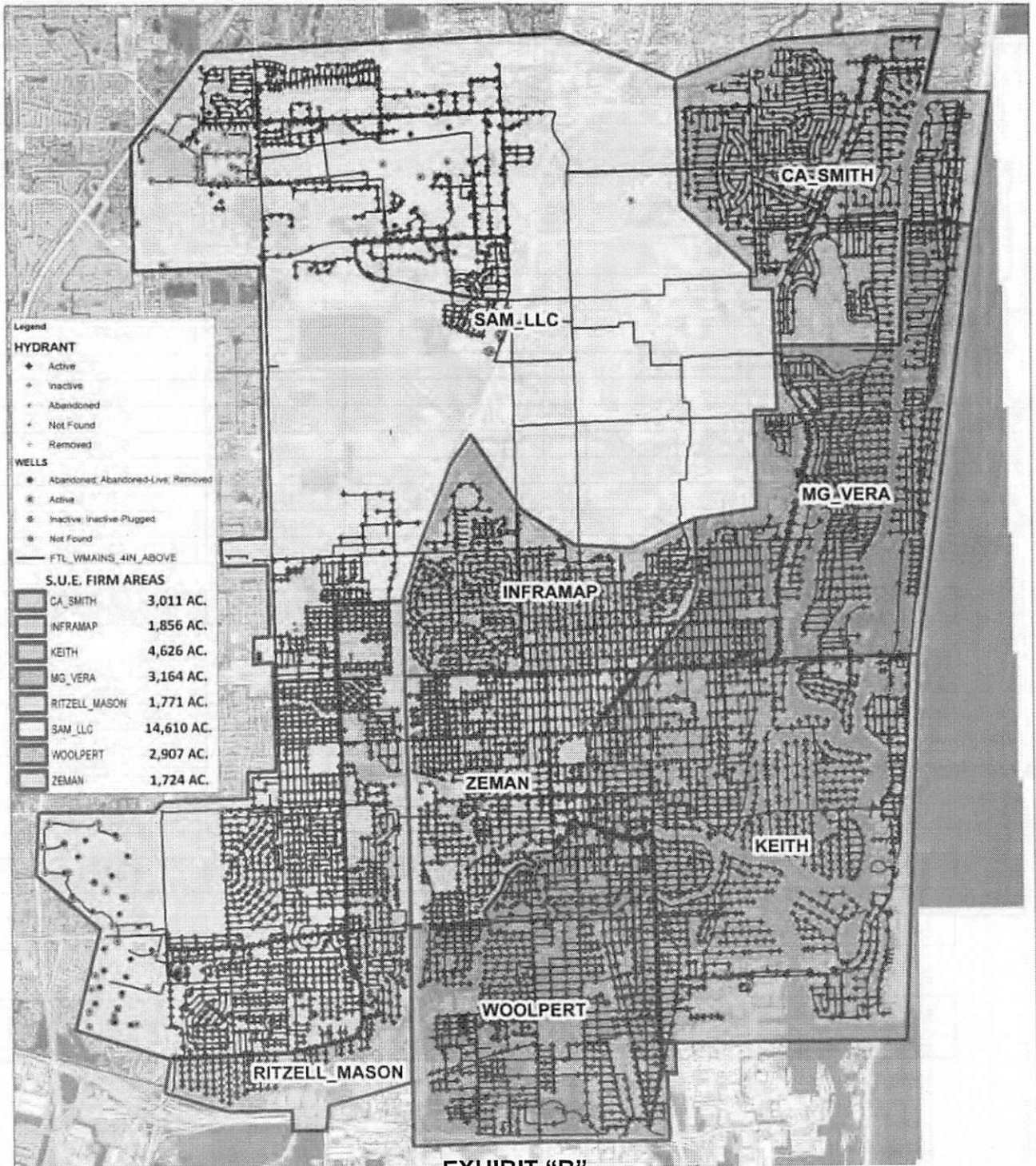


EXHIBIT "B"

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT RFQ 12665-1026
PROGRAM MANAGEMENT AND MAPPING SERVICES**

8/30/2022 REVISED

SUMMARY OF FEES

TASK 1: PROJECT MANAGEMENT		HOURS	FEES
Craven Thompson & Associates		1,480	\$258,200
Hazen and Sawyer		190	\$52,440
Woolpert		200	\$47,700

Total Project Management		1,870	\$358,340
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TASK 2: MAPPING		HOURS	FEES
Craven Thompson & Associates		15,404	\$2,349,697
Woolpert, Inc.		12,869	\$1,941,038
Keith and Associates, Inc.		2,731	\$528,678
Manuel G. Vera & Associates, Inc.		2,782	\$518,538
SAM Surveying and Mapping, LLC		3,002	\$425,768
Craig A. Smith & Associates		1,842	\$294,394
InfraMap Corp.		864	\$145,608
Zeman Consulting Group		1,750	\$281,903
Ritzel-Mason		1,299	\$227,418
McLaughlin Engineering		1,412	\$244,384
Stoner & Associates		516	\$89,392

Total Mapping		44,471	\$7,046,818
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TASK 3: REIMBURSABLES			FEES
SAM Surveying and Mapping, LLC - Mobile Lidar			\$184,918
Keith - Mobile Lidar			\$172,204
MG Vera - Mobile Lidar			\$172,700
SAM Surveying and Mapping, LLC - Aerial Photography & Aerial Lidar			\$123,000
MOT PLANS.COM			\$222,000
Miscellaneous Expenses			\$20,000

Total Reimbursables			\$894,822
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SUB-TOTAL:		46,341	\$8,299,980
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GRAND TOTAL:		46,341	\$8,299,980
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FORT LAUDERDALE PUBLIC WORKS DEPARTMENT
RFQ 12665-1026 PROGRAM MANAGEMENT AND MAPPING SERVICES
SUMMARY OF FEES PER TASK

8/30/2012 REVISED

TASK 2 - MAPPING																TASK 3 - REIMBURSABLES						TOTALS
FIRM	Task 1 Project Management	Task 2A Kickoff/Coord	Task 2B Lidar Targets/Coord./Review/Testing	Task 2C Records Research / Collection / Processing	Task 2D Field Data Collect/Extract (Valves, FH, ARV)	Task 2E Field Data Collect/Extract (62,000 Meters)	Task 2F 750 Miles of Pipes SUE	Task 2H GIS (Mapping, Editing, Database Mgt.)	Task 2I QA/QC	Task 3A SAM Surveying and Mapping, LLC Mobile Lidar	Task 3B Keith - Mobile Lidar	Task 3C MG Vera - Mobile Lidar	Task 3D SAM Surveying and Mapping, LLC - Aerial Photography and Aerial Lidar	Task 3E MOTPlans.com	Task 3F Miscellaneous Expenses							
Craven Thompson & Associates	\$258,200	\$80,120	\$104,832	\$256,840	\$242,800	\$79,680	\$229,824	\$974,171	\$381,430						\$2,807,837							
Hazen and Sawyer	\$52,440														\$52,440							
Woolpert, Inc.	\$47,700	\$89,760	\$0	\$54,400	\$110,800	\$0	\$263,013	\$1,319,464	\$103,601						\$1,888,738							
Keith and Associates, Inc.		\$13,920	\$0	\$0	\$108,456	\$0	\$406,302	\$0	\$0						\$528,678							
MG Vera & Associates		\$26,904	\$0	\$0	\$150,970	\$0	\$340,664	\$0	\$0						\$518,538							
SAM Surveying and Mapping, LLC		\$4,504	\$0	\$0	\$121,984	\$0	\$299,280	\$0	\$0						\$425,768							
Craig A. Smith & Associates		\$3,160	\$0	\$0	\$138,800	\$90,418	\$62,016	\$0	\$0						\$294,334							
InfraMap Corp		\$3,160	\$0	\$0	\$0	\$0	\$142,448	\$0	\$0						\$145,608							
Zaman Group		\$3,160	\$0	\$0	\$40,855	\$0	\$237,888	\$0	\$0						\$281,903							
Ritzel-Mason		\$3,160	\$0	\$0	\$17,040	\$87,576	\$119,642	\$0	\$0						\$227,418							
McLaughlin Engineering		\$1,816	\$0	\$0	\$0	\$242,588	\$0	\$0	\$0						\$244,584							
Stoner & Associates		\$1,816	\$0	\$0	\$0	\$87,576	\$0	\$0	\$0						\$89,392							
REIMBURSABLES:																						
SAM Surveying and Mapping, LLC - Mobile Lidar										\$184,918.00						\$184,918						
Keith - Mobile Lidar											\$172,204.00					\$172,204						
M G Vera- Mobile Lidar												\$172,700.00				\$172,700						
SAM Surveying and Mapping, LLC - Aerial Photography & Aerial Lidar													\$123,000.00			\$123,000						
MOT PLANS.COM														\$222,000.00		\$222,000						
Miscellaneous Expenses															\$20,000.00	\$20,000						
SUB-TOTALS PER SUB-TASK:		\$358,340	\$281,480	\$104,832	\$311,240	\$931,705	\$587,818	\$2,101,077	\$2,293,635	\$483,031	\$0	\$0	\$0	\$0	\$0	\$8,299,840						
Grand Total:														Grand Total:		\$8,299,980						

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT
RFQ 12665-1026 PROGRAM MANAGEMENT AND MAPPING SERVICES
SUMMARY OF FEES PER TASK

8/30/2022 REVISED

Task	PROJECT TEAM												REIMBURSABLE EXPENSES							TOTAL PER TASK
	Crawen Thompson & Associates	Hazen and Sawyer	Woolpert	Keith & Assoc	MG Vera & Assoc	SAM Surveying and Mapping, LLC	Craig A. Smith	InfraMap Corp.	Zeman Group	Rizel- Mason	McLaughlin Engineering	Stoner & Associates	SAM Surveying and Mapping, LLC - Mobile Lidar	Keith - Mobile Lidar	MG Vera - Mobile Lidar	SAM Surveying and Mapping, LLC - Aerial Photo. & Aerial Lidar	MDT Plans	Miscellaneous		
Task 1: Project Management	\$258,200	\$52,440	\$47,700																\$358,340	
Task 2A: Kickoff/Coordination	\$80,120		\$89,760	\$13,920	\$26,904	\$4,504	\$3,160	\$3,160	\$3,160	\$3,160	\$1,816	\$1,816							\$293,480	
Task 2B: Lidar Targets / Coord./Review/QA-QC (CTA Team Only)	\$104,832		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					\$104,832	
Task 2C: Records Research - Collection - Processing	\$256,840		\$54,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					\$311,240	
Task 2D: Field Data Collection/Extract (Valves, FH, AR Valves)	\$242,800		\$110,800	\$108,456	\$150,970	\$121,984	\$138,800	\$0	\$40,855	\$17,040	\$0	\$0							\$931,705	
Task 2E: Field Data Collection/Extract (62,000 Meters)	\$79,680		\$0	\$0	\$0	\$0	\$90,418	\$0	\$0	\$87,576	\$242,568	\$87,576							\$567,816	
Task 2F: (750) Miles of Pipes SUE	\$229,824		\$263,013	\$406,302	\$340,664	\$299,280	\$62,016	\$142,448	\$237,888	\$119,642	\$0	\$0							\$2,101,077	
Task 2H: GIS (Mapping, Editing, Database Management)	\$974,171		\$1,319,464	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0							\$2,293,635	
Task 2I: QA / QC	\$181,430		\$103,601	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0							\$485,031	
Task 3: Reimbursables													\$184,918	\$172,204	\$172,700	\$123,000	\$222,000	\$20,000	\$894,822	
TOTALS PER TEAM MEMBER:	\$2,607,897	\$52,440	\$1,948,738	\$528,678	\$518,538	\$425,708	\$294,394	\$145,608	\$281,903	\$227,418	\$244,384	\$89,392	\$184,918	\$172,204	\$172,700	\$123,000	\$222,000	\$20,000	\$8,299,980	

GRAND TOTAL	\$8,299,980
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11/01/2011
 11/01/2011
 11/01/2011

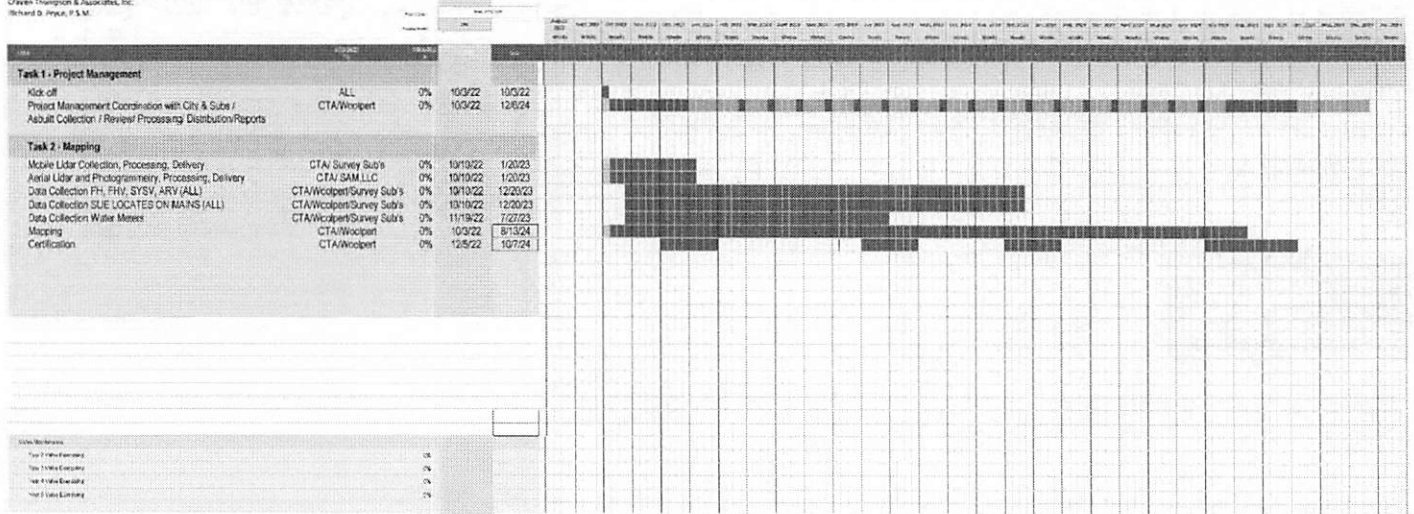
NOTES TO THE EDITOR

[illegible]

Source: *Journal of the American Medical Association*, 2000; 284: 1365-1369.

EXHIBIT "C" PROJECT SCHEDULE

FORT LAUDERDALE PROGRAM MANAGEMENT AND MAPPING SERVICES
Green Thompson & Associates, Inc.
Richard D. Hogue, P.E., P.S.M.





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 11/16/22

11/18/2022

DOCUMENT TITLE: Agreement between City and Craven Thompson & Assoc. Inc. for Water Consent Order Mapping Services

COMM. MTG. DATE:

CAM #: 22-1019

ITEM #: M-6

CAM attached: ☒ YES ☐ NO

Routing Origin: Router Name/Ext:

Action Summary attached: ☐ YES ☒ NO

FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

to CCO: 11/16/22

Attorney's Name: RMH

Initials: [Signature]

City Clerk's Office: # of originals: 1 Routed to: Date: 11/16/22

City Manager's Office: CMO LOG #: NOV-40 Document received from: CCO 11/16/22 5pm

igned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐

GREG CHAVARRIA as CRA Executive Director ☐
SUSAN GRANT ☐

APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

ACM: A. Fajardo (Initial/Date)

ACM: S. Grant (Initial/Date)

ENDING APPROVAL (See comments below)

Comments/Questions:

rd ___ originals to ☐ Mayor ☒ CCO Date: 11/17/22

r/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City (applicable) Date: _____

k: Forward 1 originals to CAO for FINAL APPROVAL Date: 11/18/2022

ards ___ originals to CCO

Scan original and forwards 1 originals to: Friseta Davis (Name/Dept/Ext)

rtified Reso # ☐ YES ☐ NO

Original Route form to Glynis - CAO/Dept.

TM # 22-1023