

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

KIMLEY HORN AND ASSOCIATES, INC.

for

**DESIGN AND PROFESSIONAL SERVICES FOR TARPON RIVER AND SHADY
BANKS NEIGHBORHOOD IMPROVEMENTS**
Request For Qualifications (RFQ) Event No. 316

AGREEMENT

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

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

and

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

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

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, 2025 and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: 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 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends that CITY pay identified

amounts to the CONSULTANT for services performed by the CONSULTANT on the Project.

- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY.
- 1.8 CONSTRUCTION COST: The total construction cost of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Transportation and Mobility Department Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation RFQ Event No. 316, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Change Orders, Addenda or Amendments to all related documents to the Change Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale RFQ Event No. 316.
- 1.14 CONTRACTOR: One or more firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.

- 1.15 DEPARTMENT DIRECTOR: The Director of the Transportation and Mobility Department for the City of Fort Lauderdale.
- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

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

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Design Engineering Services for Tarpon River and Shady Banks Neighborhood Improvements as more specifically described in Exhibit "A" Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by

individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT'S sole risk.
- 3.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2024), as may be amended or revised, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ) Event No. 316.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications (RFQ) Event No. 316.

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

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

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT'S services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 8 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Scope of Services of each Task Order shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for the performance of all services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **THREE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS AND THIRTY-SEVEN CENTS (\$372,164.37)**. 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. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.3.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A

detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

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

8.4 METHOD OF PAYMENT

- 8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 8.4.3 To protect against payment fraud, CONSULTANT shall comply with any additional requests made by City staff or authentication required by the CITY to verify consultant's identity, banking information, address, and any other pertinent information, prior to the issuance of each payment
- 8.4.4 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

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

Payment Card Industry (PCI) Compliance:

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

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

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in accordance with the terms of this Agreement.
- 9.3 In the event a dispute between the Contract Administrator and 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 submitted to the City Manager or his/her designee and CONSULTANT's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this section, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE 11 CITY'S RESPONSIBILITIES

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

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to

reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes (2024), as may be amended or revised. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

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

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

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

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

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

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 12.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

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

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

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

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

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the CITY, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

12.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

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

12.8 ASSIGNMENT AND PERFORMANCE

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

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and

services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

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

12.9 INDEMNIFICATION OF CITY

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

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

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

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge

that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement.

Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised, or to extend the CITY's liability beyond the limits established in said Section 768.28 (2024), and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

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

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

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

12.25 SOLICITATION AND EXHIBITS

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

12.26 ONE ORIGINAL AGREEMENT

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

12.27 NOTICES

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

CITY: Milos Majstorovic, MSCE, P.E.
Director
Transportation and Mobility Department
City of Fort Lauderdale
290 NE 3rd Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5216
Email: mmajstorovic@fortlauderdale.gov

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

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

CONSULTANT: Marissa Maring, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, Florida 33324
Telephone: (954) 535-5100

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

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

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was

increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the Agreement.

12.33 EVALUATION

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

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULVEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall:

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 (2024), 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.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the CITY's approval, the CITY, its employees, officers, elected officials, appointed officials, agents, and volunteers from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of

costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

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

12.40 NON-DISCRIMINATION

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

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.

4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

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

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

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

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

12.43 FOREIGN COUNTRIES OF CONCERN

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

[REMAINDER OF PAGE 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: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

CONSULTANT

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation authorized to transact business in the state of Florida.

Signature

By: _____
Stefano F. Viola

Print Name

Title

Signature

ATTEST:

Print Name

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by **Stefano F. Viola**, as _____, for **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to transact business in the state of Florida.

(Signature of Notary Public - State of Florida)

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

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

EXHIBIT A
SCOPE OF SERVICES

NEIGHBORHOOD MOBILITY MASTER PLAN**SCOPE OF WORK**

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

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

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

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

EXHIBIT B

COST SCHEDULE AND HOURLY BILLING RATES

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

TASKS	Kimley-Horn Staff															Subconsultants			Total Hours	Labor Cost	Total Cost	
	Chief Engineer 1	Senior Engineer 1	Project Manager 1	Engineer 2	Engineer 1	Engineering Intern	CADD Computer Technician	Chief Landscape Architect	Project Landscape Architect	Landscape Architect	Senior Environmental Specialist	Environmental Specialist	Community Outreach Specialist	Senior Planner	Secretary/Clerical	KEITH	Tierra South Florida, Inc. (d/b/a TSF Geo)	SEARCH				
	Hourly Billing Rate	\$343.74	\$300.88	\$224.09	\$222.65	\$183.65	\$156.88	\$99.63	\$337.88	\$204.56	\$179.49	\$188.77	\$141.05	\$121.98	\$212.89	\$159.47						
9 Project Management and LAP Coordination		2	23		4	4							10	10	4				57	\$11,104.53	\$11,104.53	
10 Limited Bidding Services																						
Assist in preparing solicitation packages			20		5	5													30	\$6,184.45	\$6,184.45	
Attend two pre-bid meeting			6		2	2													10	\$2,025.60	\$2,025.60	
Respond to bidder RFIs			12		6	6													24	\$4,732.26	\$4,732.26	
Review bids and provide recommendation to the City			4		4	4													12	\$2,258.48	\$2,258.48	
TOTAL HOURS	7	36	149	183	363	192	108	5	72	116	22	40	10	10	34				1347			
Subtotals	\$2,406.18	\$10,831.68	\$33,389.41	\$40,744.95	\$66,664.95	\$30,120.96	\$10,760.04	\$1,689.40	\$14,728.32	\$20,820.84	\$4,152.94	\$5,642.00	\$1,219.80	\$2,128.90	\$5,421.98	\$65,840.96	\$31,000.28	\$24,600.78		\$250,722.35	\$372,164.37	
TOTAL NOT-TO-EXCEED COST																						\$372,164.37

Project Staff Hour Summary

Name of Consultant:

KHA/KEITH

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

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

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

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: RFQ 316 Tarpon River & Shady Banks N

FAP Number: N/A

Date: 2/3/2025

Name of Consultant: KHA/KEITH

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm Total Hours	SUR Chief Surveyor	SUR Surveyor	SUR Survey/GIS/SUE Analyst 2	0	0	0	0	0	0	0	0	0	0	RANGE	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	PERCENT
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	160	16	32	112	0	0	0	0	0	0	0	0	0	160	176	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	160	16	32	112	0	0	0	0	0	0	0	0	0	160	176	

Field Survey Estimate:

18 3-person crew days

FIRM TOTAL	160	176
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Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name RFQ 316 Tarpon River & Shady Banks N

FAP Number: N/A

Date: 2/3/2025

Name of Consultant: KHA/KEITH

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	SUR Chief Surveyor	SUR Surveyor	Survey/GIS/ SUE Analyst 2	0	0	0	0	0	0	0	0	0	Total
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	160.341875	10.0%	20.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LIDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: RFQ 316 Tarpon River & Shady Banks Neighborhood Improvement
 County: 0
 FPN: N/A
 FAP No.: N/A

Consultant Name: KHA/KEITH
 Consultant No.: 14297.00
 Date: 2/3/2025
 Estimator: Alex Lazowick

Staff Classification	Total Staff Hours From "SH Summary Firm"	SUR Chief Surveyor	SUR Surveyor	SUR Survey/GIS/SUE Analyst 2	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$254.92	\$183.86	\$146.58	\$0.00	\$0.00	\$0.00	\$0.00			
27. Survey (Field & Office Support)	160	16	32	112	0	0	0	0	160	\$26,379	\$164.87
28. Photogrammetry	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	160	16	32	112	0	0	0	0	160		
Total Staff Cost		\$4,078.72	\$5,883.52	\$16,416.96	\$0.00	\$0.00	\$0.00	\$0.00		\$26,379.20	\$164.87

Check = \$26,379.20

Notes:

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

SALARY RELATED COSTS:					\$26,379.20
OVERHEAD:			0%		\$0.00
OPERATING MARGIN:			0%		\$0.00
FCCM (Facilities Capital Cost Money):			0.00%		\$0.00
EXPENSES:			0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:					\$26,379.20
Survey (Field)	18	144	3-person crew days @	\$ 274.04 / hr	\$39,461.76
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$65,840.96
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$65,840.96

27. Survey

Estimator:

RFQ 316 Tarpon River & Shady Banks Neighborhood Improvement

N/A

Representing	Print Name	Signature / Date
FDOT District		
KEITH		

NOTE: Signature Block is optional, per District preference

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

27. Survey

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

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block	27	0.125	3.38	0.50	1.69	4.00	13.50	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
			13	0.125	1.63					
27.28	Vegetation Survey									
		LS							0	
27.29	Tree Survey									
		LS							0	
27.30	Miscellaneous Surveys									
			0.00		0.00	0.00	0.00	0.00	0.00	
Survey Subtotal					18	Field Support Hours	9	Office Support Hours	118	
27.31	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
				18	0		0		0	
27.32	Document Research	Units								
			8.00						8	
27.33	Field Reviews	Units								

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
			8.00						8	
27.34	Technical Meetings	LS								
			0.00						0	
27.35	Quality Assurance / Quality Control	LS						5%	6	
27.36	Supervision	LS						5%	7	
27.37	Coordination	LS						3%	4	
27. Survey Total				Crew Days	18	Field Support Hours	9	Office Support Hours	151	

SPLS =
 PLS =
 Office Support =
 Total Hours = 160

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

Carries to 27.34

Carries to Tab 3

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

Project Staff Hour Summary

Name of Consultant: **Tierra South Florida, Inc.**

KS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS
443978-1

Activity No.	Activity	Project Staff Hours												Total Hours	
		Enter Firm Name	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11		Sub 12
3	Project Common and General Tasks	0													0
4	Roadway Analysis	0													0
5	Roadway Plans	0													0
6a	Drainage Analysis	0													0
6b	Drainage Plans	0													0
7	Utilities	0													0
8	Env. Permits and Env. Clearances	0													0
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	0													0
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	0													0
20	Signing & Pavement Marking Plans	0													0
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Analysis	0													0
26	Landscape Plans	0													0
27	Survey - Field and Office Support	0													0
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LIDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	38													38
36	3D Modeling	0													0
Project Total		38	0	0	0	0	0	0	0	0	0	0	0	0	38
27	Survey Field Crew Days	0													0

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

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 443978-1

Project Name: SHADY BANKS AND TARPON RIVER NI

FAP Number: 0

Date: 1/31/2025

Name of Consultant: Tierra South Florida, Inc.

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm Total Hours	MAT Chief Engineer	MAT Project Manager	MAT Engineering Intern	MAT Senior Engineering Technician	MAT CADD/Computer Technician	MOT Qualified Worker	Staff Classification 8	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	RANGE	PERCENT	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8. Environmental Permits and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35. Geotechnical	38	1	9	24	3	1	0	0	0	0	0	0	0	38	42	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	38	1	9	24	3	1	0	0	0	0	0	0	0	38	42	

Field Survey Estimate:

0 4-person crew days

FIRM TOTAL	38	42
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Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 443978-1

Project Name SHADY BANKS AND TARPON RIVER NI

FAP Number: 0

Date: 1/31/2025

Name of Consultant: Tierra South Florida, Inc.

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	MAT Chief Engineer	MAT Project Manager	MAT Engineering Intern	MAT Senior Engineering Technician	CADD/Computer Technician	MOT Qualified Worker	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total	
3. Project General and Project Common Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
5. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
8. Environmental Permits, and Env. Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	
35. Geotechnical	38	2.6%	23.7%	63.2%	7.9%	2.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%	
36. 3D Modeling	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	

LATE OF WORK EFFORT AND COST - SUBCONSUI

Tierra South Florida, Inc.

Name of Project: SHADY BANKS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS
 County: Broward
 FPN: 443978-1
 FAP No.: 1/0/1900

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

Staff Classification	Total Staff Hours From "SH Summary Firm"	MAT Chief Engineer	MAT Project Manager	MAT Engineering Intern	MAT Senior Engineering Technician	MAT CADD/Computer	MOT Qualified Worker	Staff Classification 8	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	38	1	9	24	3	1	0	0	0	0	0	0	0	38	\$6,722	\$178.90
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	38	1	9	24	3	1	0	0	0	0	0	0	0	38		
Total Staff Cost		\$327.90	\$2,377.17	\$3,442.80	\$397.83	\$176.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,722.38	\$178.90

Check = \$6,722.38

SALARY RELATED COSTS:			\$6,722.38
OVERHEAD:		0.000%	\$0.00
OPERATING MARGIN:		0.000%	\$0.00
FCCM (Facilities Capital Cost Money):		0.000%	\$0.00
EXPENSES:		0.000%	\$0.00
SUBTOTAL ESTIMATED FEE:			\$6,722.38
Survey (Field)	0	4-person crew \$ - / day	\$0.00
Geotechnical Field and Lab Testing			\$24,277.90
SUBTOTAL ESTIMATED FEE:			\$31,000.28
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$31,000.28

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

35. Geotechnical

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

Tierra South Florida, Inc.

SHADY BANKS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS

443978-1

Representing	Print Name	Signature / Date
FDOT District	D4	
Consultant Name	TSGEO	

NOTE: Signature Block is optional, per District preference

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

35. Geotechnical

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

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring			0	
35.44	Box Culvert Analysis	EA			0	
35.45	Preliminary Report - BDR	EA			0	
35.46	Final Report - Bridge and Associated Walls	EA			0	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA			0	
35.48	SPT Boring Drafting	100 lf of boring			0	
35.49	Other Geotechnical	LS			0	
Structural Geotechnical Subtotal					0	
Geotechnical Technical Subtotal					35	
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	1	1	MAT Engineer
35.52	Technical Meetings	LS	1	0	0	Meetings listed below; MAT Chief Engineer
35.53	Quality Assurance/Quality Control	LS	%	2%	1	MAT Chief Engineer
35.54	Supervision	LS	%	2%	1	MAT Project Manager
Geotechnical Nontechnical Subtotal					3	
35.55	Coordination	LS	%	1%	0	MAT Project Manager
35. Geotechnical Total					38	

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

Carries to 35.52

Carries to Tab 3

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Name of Consultant: **SEARCH**

ady Banks Neighborhood Improvements

443978-1

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

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

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 443978-1

Project Name: Tarpon River and Shady Banks Neighborhood Improvements

FAP Number: 0

Date: 2/3/2025

Name of Consultant: SEARCH

WORK ACTIVITY	Hours from "Summary" sheet Firm Total Hours	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD	
		Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12			PERCENT	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Environmental Analysis & Reports	214	0	6	6	73	6	73	24	26	0	0	0	0	214	235		
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTALS	214	0	6	6	73	6	73	24	26	0	0	0	0	214	235		

Notes:
 1. This worksheet provides the distribution of a firm's total staff hours for a project.
 2. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
 3. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

Field Survey Estimate:
4-man crew days

FIRM TOTAL													214	235	
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ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 443978-1

Project Name: Tarpon River and Shady Banks Neighborhood Improvements

FAP Number: 0

Date: 2/3/2025

Name of Consultant: SEARCH

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	214	0.0%	3.0%	3.0%	34.0%	3.0%	34.0%	11.0%	12.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Design Services	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Tarpon River and Shady Banks Neighborhood Improvements
 County: Broward County
 FPN: 443978-1
 FAP No.: 0

Consult. Name: SEARCH
 Consult. No. P24-0518
 Date: 2/12/2025
 Estimator: M. Nowak

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$181.63	\$148.61	\$110.47	\$153.75	\$114.61	\$112.35	\$88.60	\$0.00	\$0.00	\$0.00	\$0.00			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	214	0	6	6	73	6	73	24	26	0	0	0	0	214	\$24.001	\$114.96
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	214	0	6	6	73	6	73	24	26	0	0	0	0	214		
Total Staff Cost		\$0.00	\$1,089.78	\$897.66	\$8,064.31	\$922.50	\$8,368.53	\$2,896.40	\$2,583.60	\$0.00	\$0.00	\$0.00	\$0.00		\$24,600.78	\$114.96

Check = \$24,600.78

SALARY RELATED COSTS:		\$24,600.78
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.000%	\$0.00
EXPENSES:	0.00%	\$0.00
SALARY RELATED SUBTOTAL:		\$24,600.78
Survey (Field - if by Sub)	0.00	4-man crew day \$ - /day
SUBTOTAL - SUBCONSULTANT		\$24,600.78
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$24,600.78

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

5. ENVIRON. ANALYSIS & REPORTS

Estimator:

Tarpon River and Shady Banks Neighborhood Improvements

443978-1

Representing	Print Name	Signature / Date
SEARCH		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
5.1	Sociocultural Effects					
	5.1 Sociocultural Effects Total				0	
5.2	Cultural Resources					
	Research Design and Survey Methodology *	LS	1	0	0	
	5.2.1 Archeological and Historic Resources					
	Cultural Resource Assessment Survey (CRAS) *	LS	1	196	196	<p>Archaeology: Fieldwork to consist of pedestrian survey and low probability shovel testing of existing right-of-way. Survey includes 1.16 miles of corridor. No more than one day for two archaeologists and no more than 10 shovel tests. No archaeological finds are anticipated. AR Background Research = 4 hrs Fieldwork: 2 people x 1 day = 16 hrs AR Field Total: 20 hrs</p> <p>Architectural History: Previously recorded resources include five resource groups and one historic bridge within the APE. Fieldwork anticipated to include documentation of one unrecorded historic district. Project will follow current SHPO guidance for post-WWII neighborhoods. AH Background Research = 4 hrs AH Fieldwork: 2 people x 1 day = 16 hrs AH Resource Reporting: 6 resource groups @ 8 hrs each = 48 hrs 1 bridge @ 5 hrs each = 5 hrs AH Total: 73 hrs</p> <p>Includes coordination for utility locates (2 hrs), historic background research (16 hrs), preparation of additional report text (40 hrs), field and report graphics (6 field maps and 10 report graphics = 16 hrs), technical editing (16 hrs), clerical/logistics support (4 hrs), project administration (progress reports, team teleconferences) (5 hrs). Electronic draft and final pdf hard copy package submittal to SHPO (4 hrs). Background and Coordination Total: 103 hrs</p> <p>Archaeological and architectural history fieldwork to be completed in one mobilization. APE to be limited to the existing right-of-way except in areas of new lighting and signage, at which point the APE will be extended to include adjacent parcels.</p>
	CRAS Addendum or Technical Memo. for Pond Sites *	LS	1	0	0	
	Determination of Eligibility (DOE) As Required	LS	0	0	0	
	Case Study Report *	LS	0	0	0	
	Memorandum of Agreement (MOA) *	LS	0	0	0	
	Section 4(f) Evaluation for Historic Resources *	LS	0	0	0	
	Section 106 Consultation Meetings	LS	0	0	0	
	Native American Coordination Meeting	LS	0	0	0	
	Section 106 Public Involvement	LS	0	0	0	

5. ENVIRON. ANALYSIS & REPORTS

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