

**AGREEMENT FOR  
CONTINUED STORMWATER ASSESSMENT SERVICES**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_ 2020, is by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Stantec Consulting Services Inc.**, a New York corporation authorized to transact business in the State of Florida (“Consultant” or “Company”), whose address is **777 S. Harbour Island Boulevard, Suite 600, Tampa, Florida 33602-5729, Email: kyle.stevens@stantec.com; Phone: 813-223-0009.**

**WITNESSETH:**

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Consultant shall provide Continued Stormwater Assessment Services (the “Work”), and the City and the Consultant further covenant and agree as follows:

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- A. This Agreement Form P-0001.
- B. The City’s General Conditions (“Exhibit A”).
- C. The Consultant’s Proposal (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. This Agreement dated \_\_\_\_\_, 2020, and any attachments.
- B. Second Exhibit B.

**II. SCOPE**

The Consultant shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Consultant shall perform all Work identified in this Agreement. The Parties agree that Exhibit B contains a description of Consultant’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Consultant represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The contract period shall commence upon Consultant's receipt of City's Notice to Proceed and shall end 180 days thereafter pursuant to Exhibit B of this Agreement. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Consultant agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Consultant that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Consultant for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Consultant to reimburse Consultant's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government 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 the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, 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 act or omission by the Consultant or by any officer, employee, agent, invitee, subconsultant, or sublicensee of the Consultant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

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

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### Business Automobile Liability

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

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

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

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

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

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

#### Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

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

The Certificate Holder should read as follows:

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

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

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

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

**Professional Liability and/or Errors and Omissions**

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

Consultant must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**G. Environmental, Health and Safety**

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and subcontractors, 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.

**H. Standard of Care**

Consultant represents that he/she/it is qualified to perform the Work, that Consultant and his/her/its subcontractors 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 contractors under similar circumstances.

## **I. 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.

## **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's subconsultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's subconsultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subconsultants, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's subconsultants shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period 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 law is determined by City to be applicable to Consultant and Consultant's subconsultants' records, Consultant and Consultant's subconsultants shall comply with all requirements thereof; however, Consultant and Consultant's subconsultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's subconsultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.



**K. Public Entity Crime Act**

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Consultant**

Consultant is an independent consultant under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Consultant shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Consultant shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subconsultant Participation (if applicable). City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's 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 be comparable to the best local and national standards.

In the event Consultant engages any subconsultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's subconsultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's subconsultants' performance, and liable for any of Consultant's subconsultants' non-performance and all of Consultant's subconsultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's subconsultants for payment for work performed for City by any of such subconsultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's subconsultants or by any of Consultant's subconsultants' officers, agents, or employees. Consultant's use of subconsultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Consultant nor any of Consultant's 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 and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, Consultant agrees to require such

subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Consultant affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance with Laws**

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of 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 for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by

the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Consultant and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Consultant's and its suppliers' and licensors' liability exceed the amounts paid by client under this Agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

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

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 the Consultant. The 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. BOTH PARTIES EXPRESSLY AGREE HEREIN TO WAIVE ANY TRIAL BY JURY OF ANY ISSUES SO TRIABLE.

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

#### **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject

matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

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.

**Y. 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.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non-performing Party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing Party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

**AA. Scrutinized Companies**

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

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

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2019), 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 Agreement term and following completion of this Agreement if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CC. 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, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

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 amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Consultant execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

**STANTEC CONSULTING SERVICES INC.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Gordon A. Johnston, President

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

\_\_\_\_\_  
Signature

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

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gordon A. Johnston as President for Stantec Consulting Services Inc., a New York corporation authorized to transact business in the State of Florida.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

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

Personally Known \_\_\_\_OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**EXHIBIT A**  
**CITY OF FORT LAUDERDALE**  
**GENERAL CONDITIONS**  
**for PROPRIETARY / SOLE SOURCE CONTRACTS**

These conditions are standard for all proprietary and sole source contracts for the purchase of goods or services by the City of Fort Lauderdale.

**PART I CONDITIONS:**

- 1.01 DELIVERY:** Time will be of the essence for any orders placed pursuant to this Contract. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified in the Contract.
- 1.02 PACKING SLIPS:** It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.
- 1.04 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so

that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### **1.06 SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of any contract for goods or services of \$1 million or more and as a condition precedent to the renewal of any contract for goods or services of \$1 million or more, 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 the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), 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 (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), 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 (2019), as may be amended or revised.

#### **1.07 DEBARRED OR SUSPENDED CONTRACTORS**

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

#### **Part II TAXES:**

- 2.01 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

#### **PART III BONDS AND INSURANCE**

- 3.01 PERFORMANCE BOND:** If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 3.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City’s Risk Manager prior to engaging in any activities under this contract. The Contractor’s insurance is subject to the approval of the City’s Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City’s Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

#### **PART IV PURCHASE ORDER AND CONTRACT TERMS:**

- 4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor’s expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

- 4.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 4.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 4.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.
- 4.05 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 4.06 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract, shall be those of the Contractor.
- 4.07 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, 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 act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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.
- 4.08 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 4.09 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel the Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 4.11 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this

contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

- 4.12 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 4.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 4.14 NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that it the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended by Ordinance C-18-33 (collectively,or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor 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.

- 4.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 4.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 4.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 4.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.
- 4.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 4.20 Public Records**

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

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

1. Keep and maintain public records required by the City 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 (2019), 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 the contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.21 WARRANTIES OF USAGE:** Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

## EXHIBIT B



March 19, 2020

Mr. Jason Snifeld, MPA  
Senior Management Analyst  
City of Fort Lauderdale, Florida  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

Re: Proposal for Continued Stormwater Assessment Services

Dear Mr. Snifeld:

As requested, Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal to conduct continued stormwater assessment services for the City.

I have enclosed a Project Work Plan and Cost Estimate Schedule (Schedule) which presents our proposed detailed work plan to conduct the analysis and associated cost. This Schedule shows that the analysis can be completed for a fixed fee of \$169,890 inclusive of expenses. Therefore, we propose to complete the analysis for a fixed fee of \$169,890 that will be invoiced monthly based upon the percentage of each task completed. We can begin work on this assignment immediately upon receipt of a notice to proceed and estimate that it can be completed within approximately 180 days contingent upon receipt of all requested data.

We appreciate the opportunity to present this proposal and look forward to working with you on this assignment. If you have any questions, please do not hesitate to call me at (904) 610-2910. Otherwise, consistent with previous practices we can begin work with a purchase order and agree to the City's standard terms and conditions.

Very truly yours,

A handwritten signature in dark ink, appearing to read "K. Stevens", is written over a light gray circular background.

Kyle Stevens  
Management Consultant  
Stantec Consulting Services Inc.  
(813) 223-0009  
777 S Harbour Island Boulevard Suite 600  
Tampa FL 33602-5729

# ATTACHMENT A

## SCOPE OF SERVICES

FORT LAUDERDALE, FLORIDA

Stormwater Fee Finalization and Public Engagement  
Project Work Plan and Cost Estimate Schedule



Project Tasks	Estimated Labor-Hours							Total Project
	Director	Independent Reviewer	Managing Consultant	Analyst	GIS Manager	GIS Consultant	Project Administration	
	Burnham	Grau	Stevens	Silence	Hale	Sturm	Lambert	
Resources →	\$335	\$265	\$235	\$120	\$180	\$150	\$85	
Hourly Rates →								
<b>Task 1 Stormwater Fee Finalization</b>								
1.1 Project setup and initiation	0	0	0	0	0	0	1	1
1.2 Update the stormwater assessment roll with latest property appraiser tax roll	0	2	8	2	0	0	0	12
1.3 Update the stormwater assessment fee calculation with the latest stormwater assessment billing	2	2	4	2	0	0	0	10
1.4 Prepare draft stormwater fee study report, documenting the methodology and analysis in the study	10	6	20	20	0	0	0	56
1.5 Receive City feedback on first draft report and prepare final draft stormwater fee methodology	2	2	20	10	0	0	0	34
1.6 Receive City feedback on final draft report and prepare final stormwater fee methodology report	2	2	20	10	0	0	0	34
1.7 Present the final FY 2021 stormwater fees and methodology for City Commission approval	8	0	8	4	0	0	0	20
<b>Task 2 Bond Validation Analysis</b>								
2.1 Conference call with Utility Personnel and Financial Advisor to discuss content of System Description, sources of	1	0	1	1	0	0	0	3
2.2 Gather and review high level data in order to describe the system, key financial considerations and assumptions.	0	0	2	3	0	0	0	5
2.3 Review billing information to determine the largest customers.	0	0	0	1	0	0	0	1
2.4 Prepare additional historical consolidated schedules and other exhibits as identified for inclusion in	0	0	3	3	0	0	0	6
2.5 Prepare a Draft of the Bond Feasibility Report and distribute to City Staff and Financial Advisor.	1	0	10	20	0	0	0	31
2.6 Participate in joint discussion with the City, bond counsel, financial advisor and underwriters to	0	0	4	2	0	0	0	6
2.7 Perform adjustments and distribute revised draft Bond Feasibility Report. Review and provide	1	0	4	4	0	0	0	9
2.8 Conduct a follow-up conference calls and review with all parties involved regarding most current	0	0	1	1	0	0	0	2
2.9 Make adjustments as required to the Bond Feasibility Report and prepare the Final Bond Feasibility	1	2	1	3	0	0	0	7
2.10 Prepare supporting presentation materials for meetings and discussions with rating agency's	1	1	3	1	0	0	0	6
<b>Task 3 Public Engagement</b>								
3.1 Provide continued support to the City in the form of 16 total public engagement meetings or	20	0	128	0	0	0	0	148
3.2 Provide continued support to the City in the form of 4 total City Commission Meetings	32	0	32	0	0	0	0	64
3.2 Assist the City in responding to customer inquiries by creating detailed technical responses to fee	1	0	10	0	0	0	0	11
<b>Task 4 Stormwater GIS Portal</b>								
4.1 Initial workflow design and data management for the GIS web portal	0	0	0	0	45	36	0	81
4.2 Creation of data management and standard operating procedures	0	0	0	0	36	27	0	63
4.3 Initial web portal development and conceptual design	0	0	0	0	5	36	0	41
4.4 Interactively review with the City the first draft of the web portal and make modifications as needed to arrive at final	0	0	0	0	5	25	0	30
4.5 Back end information technology review for changes/modifications	0	0	0	0	9	5	0	14
4.6 Documentation of portal design, change management, and data dependencies	0	0	0	0	7	0	0	7
4.7 Dashboard creation for monitoring overall appeals process	0	0	0	0	10	0	0	10
4.8 ArcGIS Pro apx document development	0	0	0	0	10	0	0	10
4.9 Business Review/Changes	0	0	0	0	5	0	0	5
4.10 IT Review/Changes	0	0	0	0	10	0	0	10
4.11 Documentation - Application Maintenance / Staff User Guide	0	0	0	0	10	0	0	10
<b>Task 5 Ordinance Assistance</b>								
5.1 Prepare first round modifications to the City's Stormwater ordinance, incorporating the new hybrid methodology.	2	2	6	3	0	0	0	13
5.2 Complete second round edits and modifications to the City's new Stormwater ordinance.	1	1	4	2	0	0	0	8
5.3 Provide final round edits and modifications to the City's new Stormwater ordinance.	1	1	4	2	0	0	0	8
5.4 Project Close Out	0	0	0	0	0	0	1	1
<b>Task 6 Post Implementation Activities</b>								
6.1 Post implementation appeals and technical support @ managing consultant hourly rate								
6.2 Post implementation technical support @ GIS consultant hourly rate								
Total Estimated Labor Hours	86	21	293	94	152	129	2	777
Total Estimated Expenses	\$28,810	\$5,565	\$68,855	\$11,280	\$27,360	\$19,350	\$170	\$161,390
Estimated Travel Expenses								\$8,500
Total Estimated Project Cost								\$169,890

## ATTACHMENT B

### RATE SCHEDULE

1. The rates provided below shall be in effect from March 11, 2020 to December 31, 2020. After December 31, 2020, the below rates will automatically increase by 5% annually.
2. Changes, modifications, or additional services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Project Director	\$335
Managing Consultant	\$235
Independent	\$265
Reveiewer	
Analyst	\$120
Admin	\$85
GIS Analyst	\$150
GIS Manager	\$180

3. Out of pocket and any sub-contractor expenses for changes, modifications, or additional services will be billed at cost plus 3% mark-up.



**ATTACHMENT C**  
**INDEPENDENT MUNICIPAL ADVISOR EXEMPTION**

March 19, 2020

City of Fort Lauderdale, Florida is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." City of Fort Lauderdale hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. City of Fort Lauderdale may be represented by bond counsel and by a municipal bond advisor who will, among other things, assist the City in evaluating any and all of such recommendations. City of Fort Lauderdale will rely on bond counsel and the municipal bond advisor for advice. Therefore, City of Fort Lauderdale understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act. This certificate may be relied upon until December 31, 2020. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the City of Fort Lauderdale's municipal bond advisor as directed by the City.