

AGREEMENT

between

City of Fort Lauderdale and

Kimley-Horn and Associates, Inc

for

Breakers Avenue Street scape Project (re-bid)

RFQ No. 12357-206

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 2020, 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 conduct business in the state of
Florida, (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 2020, authorized by motion the execution of this Agreement between CONSULTANT and CITY for the performance of **Consultant Services for the Breakers Ave. Streetscape and Infrastructure Improvements Project (re-bid)**, RFQ No. 12357-206, 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 ADDITIONAL SERVICES: Services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.2 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, 2020, and any duly authorized and executed Amendments to Agreement.
- 1.3 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.
- 1.4 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by

CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.

- 1.5 CHANGE ORDER: A written order to 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.
- 1.6 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.7 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.8 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.9 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.10 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.
- 1.11 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.
- 1.12 CONSTRUCTION STANDARDS: Generally, the construction standards shall be as defined in the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions. City's Public Works Director or designee may modify or establish new standards to suit the requirements of a specific project.
- 1.13 CONSULTANT: Kimley Horn and Associates, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.14 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.15 CONTRACTOR: One or more individuals, 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.

- 1.16 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.
- 1.17 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.
- 1.18 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.
- 1.19 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 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.
- 1.24 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.

- 1.25 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.
- 1.26 SPECIFICATIONS: The specifications referred to in this Agreement shall be as required by the CONSULTANT's design engineer or engineer-of-record. Generally, they should follow the most recent specifications published by professional organizations, State, County or City and modified to suit the requirements of a specific project.
- 1.27 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.28 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.
- 1.29 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.
- 1.30 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services **Consultant Services for the Breakers Ave. Streetscape and Infrastructure Improvements Project (re-bid)**, 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 any additional individual Task Orders for projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

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

ARTICLE 5
TASK ORDERS

- 5.1 The Project may be divided into "Tasks."
- 5.2 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, County, State, and Federal code requirements.
- 5.3 Under all Task Orders and Projects, CITY may require CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.3.1 Providing additional copies of reports, contract drawings and documents; and
- 5.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the CITY, CONSULTANT is improperly performing the services, or if at any time the CITY shall be of the opinion that said services are being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify CONSULTANT in writing. CONSULTANT has ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If CONSULTANT fails to cure within the ten (10) working days, the CITY may notify CONSULTANT to discontinue all work under the specified Task Order. CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. CONSULTANT shall be paid for all works performed and accepted by the CITY prior to Termination. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

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

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon project schedule, developed before commencement of work and made a part of this agreement. The Project Schedule, once complete, shall be automatically incorporated into this Agreement: said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 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.
- 6.3 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.
- 6.4 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 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The time for the performance of services described in the Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.

- 6.6 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 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not to Exceed Amount of \$891,589 and to reimburse CONSULTANT for Reimbursables as described in Section 7.2, up to a Not to Exceed Amount of \$2,000, for a total Not to Exceed Amount of **\$893,589** WRITTEN: Eight Hundred Ninety Three Thousand, Five Hundred and Eighty Nine Dollars. 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. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B."

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

7.2 REIMBURSABLES

- 7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, in the total Not-to-Exceed amount of \$2,000. 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 items listed in Exhibit B, Reimbursable Expenses, unless authorized in writing by the Contract Administrator.

- 7.2.2 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. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 7.2.3 Reimbursable sub-consultant expenses are limited to the items described above when the sub-consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 7.2.4 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.

7.3 METHOD OF BILLING

7.3.3 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables 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, It shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 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.

7.4.2 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.

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

7.4.4 Payment will be made to CONSULTANT at:

600 North Pine Island Road, Suite 450
Plantation, Florida 33324

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 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.

8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in

Article 7.

- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

- 9.1 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.
- 9.2 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.
- 9.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such 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 a project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT may be asked to attend pre-bid / proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 9.7 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.
- 9.8 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.

- 9.9 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.
- 9.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY
- 9.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration

industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. 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 10 CITY'S RESPONSIBILITIES

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

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This

does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted 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 loss pertaining to this termination.

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

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

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the

public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed or deemed unacceptable.

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

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of

the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

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

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

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

11.5 MINORITY PARTICIPATION

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

11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, 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 a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

11.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted are as follows:

Keith and Associates

Dickey Consulting Services, Inc.

Tierra South Florida, Inc.

11.8 ASSIGNMENT AND PERFORMANCE

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

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

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

11.9 INDEMNIFICATION OF CITY

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

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

11.9.3 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 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which

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

11.11 INSURANCE

11.11.1 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.

11.11.2 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.

11.11.3 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.

Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Deductible not to exceed 10%
Must be in effect for at least five (5) years after Project completion

11.11.4 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 contract or prior.
- f. The CITY shall be named as an Additional Insured on General Liability.
- g. The CITY shall be granted a Waiver of Subrogation on the Contractor'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

- 11.11.5 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.

- 11.11.6 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.

- 11.11.7 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.
- 11.11.8 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.
- 11.11.9 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.
- 11.11.10 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.
- 11.11.11 It is the CONSULTANT's responsibility to ensure that any and all of the CONSULTANT's independent consultants and subconsultants 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.

NOTE: CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON ALL LIABILITY POLICIES, WITH THE EXCEPTION OF WORKERS' COMPENSATION.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

conduct of the Project shall be addressed.

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

11.14 CONSULTANT'S STAFF

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

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

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

11.15 INDEPENDENT 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.

11.16 THIRD PARTY BENEFICIARIES

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

11.17 CONFLICTS

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

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

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

11.18 CONTINGENCY FEE

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

11.19 WAIVER OF BREACH AND MATERIALITY

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

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

11.20 COMPLIANCE WITH LAWS

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

11.21 SEVERANCE

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

11.22 JOINT PREPARATION

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

11.23 PRIORITY OF PROVISIONS

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

11.24 APPLICABLE LAW AND VENUE; WAIVER OF JURY TRIAL

This Agreement shall be 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 Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

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.

11.25 EXHIBITS

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

11.26 TWO ORIGINAL AGREEMENTS

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

11.27 NOTICES

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

CITY: City of Fort Lauderdale Public Works Director or designee
100 N. Andrews Ave.
Fort Lauderdale, FL 33301
Telephone: (954) 828-5806

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

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

CONSULTANT: Mr. Marwan Mufleh
Kimley-Horn and Associates, Inc
600 North Pine Island Road
Plantation, FL 33324
Telephone: (954) 535-5100
Email: Marwan.Mufleh@kimley-horn.com

11.28 ATTORNEY FEES

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

11.29 PERMITS, LICENSES AND TAXES

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

11.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

11.31 STANDARD OF CARE

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

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete,

and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

11.33 EVALUATION

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

11.32 STATUTORY COMPLIANCE

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

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, and that it is not engaged in a boycott of Israel, 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. 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 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.

11.34 **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 CONTRACT, 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.

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 contract term and following completion of this contract if the CONSULTANT 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 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 Contract, 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 Contract, 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.

11.35 INTELLECTUAL PROPERTY

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

11.36 RIGHTS IN DOCUMENTS AND WORK

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

11.37 REPRESENTATION OF AUTHORITY

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

11.38 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, 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, (2019), 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 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.

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

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida

JEFFREY A. MODARELLI
City Clerk

By _____
CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

Approved as to form:

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

Kimley-Horn and Associates, Inc

WITNESSES:

Signature

Print Name

Signature

Print Name

By _____

Attest:

By: _____

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 _____ for Kimley-Horn and Associates, Inc., a North Carolina Corporation authorized to do business in 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 _____

My Commission Expires:

Exhibit A – Project Title, Project Description, Specific Scope Services, Project’s Assumptions,
Performance Schedule and Budget

I. PROJECT TITLE

DESIGN SERVICES FOR BREAKERS AVENUE STREETSCAPE

II. PROJECT DESCRIPTION

Under a separate agreement with the City, a conceptual streetscape design has been prepared by T.Y. Lin International and Dover Kohl Partners for the right-of-way of Breakers Avenue from Riomar Street to 100 feet north of Vistamar Street. The City Conducted a number of public meetings to arrive at the final concept plans. The next phase in the process is to prepare construction documents. The Breakers Avenue Streetscape Improvement project consists of professional urban design services, and construction document design services for the development of streetscape improvements. All streetscape improvements will be designed within the existing City owned Breakers Avenue right-of-way and within side street rights-of-way, and within City-obtained easements required to construct the proposed improvements.

It is our understanding that the concept is complete and has been accepted by the City, and that Kimley-Horn will advance the design development, the selection of materials, and the completion of the CAD drawings to prepare final construction documents.

As we understand, this project is not a LAP project and will not require submittals to FDOT.

III. SPECIFIC SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. (CONSULTANT) will complete the following Scope of Services for the Breakers Avenue Improvement Project Final Design. We understand that project approval is anticipated for March 2020. The Breakers Avenue Improvement Project Final Design scope is limited to the following:

- Additional survey services are provided by the City Surveyor. However, City Surveyor will provide all survey information that is readily usable to allow Kimley-Horn to develop a digital terrain model (DTM).
- Utility locate services - soft digs for utility locations will be provided by a Subconsultant to Kimley-Horn
- Geotechnical services - pavement cores and limited subsurface exploration will be provided by a Subconsultant to Kimley-Horn
- Design for drainage improvements related to accommodating the curbless street section.
- Electrical design for street lighting, landscape lighting, overhead festoon lighting, streetscape electrical outlets, and service to irrigation system equipment will be provided by a Subconsultant to Kimley-Horn.

- Coordination of conversion of overhead utilities to underground within Breakers Avenue right-of-way.
- Design for limited watermain and service relocation, as needed, to accommodate tree locations. This proposal anticipates the potential for watermain relocation along Breakers Avenue between Riomar Street and Vistamar Street. Relocations beyond those extents will require Additional Services.
- Design for limited sewer relocation/relining, as needed, to accommodate maintenance access. This proposal anticipates the potential for sewer relocation/lining along Breakers Avenue between Riomar Street and Vistamar Street. Sewer work beyond those extents will require Additional Services.
- Preparation of roadside profile.
- Landscape and irrigation design services for planter areas.
- Urban Design for festival streets with hardscape treatments for pedestrian and vehicular surfaces to implement concept design
- Design for suspended pavement systems surrounding tree planter pits.
- Design for roadside urban bioswale treatments where applicable
- Specification of street furniture and design for custom benches, to match or complement established styles and themes.
- Preparation of 30%, 60%, permit and Final construction documents, per Exhibit C.
- Limited coordination services with Burkhardt Construction, the Construction Manager at Risk (CMAR) to develop the Guaranteed Maximum Price (GMP).

Scope of Services

TASK 1 – DESIGN AND CONSTRUCTION PLANS

Task 1.1 - Civil Engineering Design and Construction Plans

This project will consist of the application of design themes from the recently completed Concept Design Phase of Breakers Avenue - paver roadway and patterning, permeable paver parking areas, decorative sidewalk treatments, decorative street lighting, landscape planter areas, surface and subsurface drainage, suspended pavement system for tree root zone, and sidewalk paver/paving treatment improvements to accommodate the addition of landscaping and pedestrian improvements on Breakers Avenue.

The Consultant will perform engineering design to prepare construction plans and supplemental specifications for the roadway, utility, curbing and sidewalk improvements related to the elements described above.

- The Consultant will attend up to one (1) project kickoff meeting with the City's PM and one with City Department representatives to discuss the specific aspects of the corridor that need to be addressed in this design and to receive specific utility replacement decisions.

- The Consultant will build on the concept plan files to finalize a base map for the project area that combines the survey information and record drawing information that was obtained as part of Task 1. This map will serve as the base for the construction drawings for the project.
- The Consultant will prepare construction plans for the improvements at full scale (1"=20') which can be plotted at a scale of 1" = 40' (11"x17" size) for the project. See Exhibit C for a complete sheet list. The plans and specifications will be suitable for permitting, CMAR bidding, and construction. Consultant will revise drawings as necessary to obtain the required permits.
- Meet with the City to review comments and accommodate reasonable requests for revisions after the 30%, 60% and permit completion submittals. Final plans will be prepared after receipt of the comments from the permit stage.
- Prepare outline Technical Specifications at the 60% submittal. Prepare the final Technical Specifications for the 100% construction plan submittal.
- Work with the CMAR to provide design drawings and assist them in providing quantities for production of an Opinion of Probable Construction Cost (OPC) at Phase 1 Conceptual Design phase and at the 30%, 60%, and 100% completion stages. The final OPC will be prepared by the CMAR as a part of their Guaranteed Maximum Price (GMP).
- Attendance at up to twenty (20) meetings with up to two (2) Kimley-Horn Staff, coinciding with project milestone submittals and/or at the City's request. Coordination between face-to-face meetings will be facilitated through phone conversations and emails.

Task 1.2 - Urban Design, Planting Plans/ Hardscape Plans

Tree Disposition Plans: Kimley-Horn will use a tree survey provided by the City and field observations to produce a plan that indicates existing tree locations keyed to a chart that describes species, height, Diameter at Breast Height (DBH), canopy spread. This plan will tabulate trees to remain, to be removed, and/or to be relocated. Per City of Fort Lauderdale Code requirements, Kimley-Horn will provide notes and details to support the trees' disposition and mitigation calculations. The urban design will build on the previously accepted concept plan to provide a festival street design (without vertical curbs) that emphasizes a pedestrian friendly environment.

Planting Plans: Planting plans will be developed for roadside plantings within the R/W, specifying plant material, plant quantities, plant schedules, specifications and project-specific planting details. code required planting calculations will be provided on the plans, as required.

Hardscape Plans: Based on City design input gathered during the Conceptual Design phase, Kimley-Horn will prepare the following construction documents:

- Hardscape plans for the project will provide dimensions, detailing, and quantities necessary to construct the proposed improvements, limited to:
 - Paving treatments – pavers, permeable pavers, and/or decorative concrete within roadway, sidewalk, and parking spaces.
 - Suspended pavement tree rootzone system detailing

- Site furnishings – specification and layout locations for seats, benches, waste receptacles, bollards, bike racks, tree grates, tree fences, sign posts, and other elements identified in the concept designs.
- Specific details for integration of at-grade lighting and regulatory signage/striping into hardscape and furnishings designs.
- Roadside urban bioswale design treatments, consistent with conceptual design efforts.

Task 1.3 - Irrigation Plans

Irrigation Plans designed to design for 100% irrigation coverage to project landscaped areas, as requested by the City. Kimley-Horn will provide the following irrigation design services, after City approval of the concept landscape plans:

- Calculation of irrigation system requirements based on water application per week and water window availability as determined by City of Fort Lauderdale and/or Water Management District.
- Water source(s) evaluation for irrigation system and integration options with existing irrigation systems and evaluation of potential master system design.
- Irrigation mainline and sub-mainline sizing with recommended routing.
- Coordination with project roadway design for sleeve and mainline routing, as applicable.
- Connection to existing controller(s) and water source(s)
- Material legend of all components.
- Notes, calculations, and labels required to amend the master irrigation system(s).
- Specifications will be provided on plan sheets.

Task 1.4 – Undergrounding Overhead Utilities Design

The City desired to convert the existing overhead utilities along Breakers Avenue between Belmar Street and Viramar Street to an underground location. It is desired that this work be performed in conjunction with planned streetscape improvement project. At this time, it is understood that the overhead infrastructure that runs north-south along Breakers Avenue will be converted underground while the east-west overhead infrastructure will be converted underground only where it crosses Breakers Avenue with remaining east-west overhead infrastructure to remain overhead to the greatest extent practical.

It is understood that FPL, AT&T, Verizon, and Comcast all have facilities on utility poles in the project area. These poles are generally located in the right of way of Breakers Avenue or inside/rear lot easements. New underground electric and communications infrastructure is planned to be installed

within the road rights of way and potentially in new street front easements to contain the new underground facilities. Once the new facilities have been installed, activated, and the services cut over, the poles and wires along Breakers Avenue will be removed. In order to convert the east-west overhead wire crossings of Breakers Avenue to an underground location, installation of new transition poles will be required. These will be installed in the right of way or in existing easements. Kimley-Horn will coordinate with FPL, AT&T, Verizon, and Comcast to develop the electric and communications infrastructure design for the area. In general, each utility will develop the electric and communications network design and Kimley-Horn will develop the detailed conduit plan to support the network designs prepared by each utility.

There are a number of light fixtures attached to the poles in the project area. It is understood that these existing street lights will need to be replaced with new street lights. It is further understood that the City has elected to install custom streetlighting in lieu of standard FPL lighting. Additionally, several private parking lot flood lights attached to utility poles were observed in the project area. These flood lights will be removed along with pole removal. Design for street lighting is included under the Electrical Engineering Task. Private parking lot replacement lighting is not included in the scope of services.

Based on this understanding, our detailed scope of services for utility undergrounding conversion is provided below.

Kimley-Horn will attend a kickoff meeting with the City to coordinate our services. Kimley-Horn will conduct a site visit to review the field conditions and identify existing meter locations. Letter notification mailers will be provided to the City to mail to affected property owners, so they are aware of our meter review. A design ticket will be called into Sunshine 811 such that utility companies having infrastructure in the area can be identified. We will then obtain and review available record drawings and data for the project area that may impact the design.

Kimley-Horn will reuse and rely upon the topographical survey of the public rights of way between Riomar and Vistamar provided by the City.

Kimley-Horn will obtain the horizontal and vertical locations of a representative number of known utilities within the project area. Limited soft-dig utility locates will be performed to determine the vertical and horizontal locations of known utilities. This information will be incorporated into the drawings to determine the proposed power and communication conduit runs within the right of way.

Kimley-Horn will review the survey and utility record drawing data obtained to develop an overall base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This utility base map will be provided to FPL, AT&T, Comcast, and Verizon for their use in their network design efforts.

Kimley-Horn will perform a geotechnical investigation within the project area. The purpose of this investigation is to gather information regarding the existing pavement and base thickness and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to eight (8) 10-foot deep Standard Penetration Tests will be performed in the project area within the existing roadways to gather the geotechnical and pavement information, which is useful for directional bore planning.

We will coordinate the design of the underground infrastructure with FPL, AT&T, Verizon, and Comcast in order to develop the supplementary conduit plan. It is understood that the City will pay the design and construction fees assessed by FPL, AT&T, Verizon, and Comcast, and other communications companies (if applicable) directly. Aboveground infrastructure determined by utility owners to support the underground system (Transformers, switch cabinets, nodes, pedestals, etc.) will be shown on the plans. Service line routes to the individual customers will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction. If routes require Consultant coordination with contractor, Consultant will provide it under post design services phase.

Kimley-Horn will perform individual commercial service conductor sizing and voltage drop calculations to verify the proposed commercial service conductors meet minimum NEC requirements and necessary ampacity ratings for the customer load. Up to two (2) commercial service conductors will be sized under this task. It is assumed that FPL will size all residential services and that these services will be owned and maintained by FPL.

It is anticipated that the final undergrounding construction documents may contain the following information:

- General Notes
- Conduit/Equipment plan
- Equipment Details
- Trench and Conduit Details
- Commercial Service Sizing Spreadsheet
- Technical Specifications

It is understood that the undergrounding conversion plans will be contained in the overall streetscape project construction documents and that separate construction documents will not be required for the conversion project. It is further understood that the City is pursuing the installation of decorative lighting and that we will not need to coordinate with FPL for the performance of detailed design and installation of FPL lighting fixtures, poles, conductor, and service points.

Kimley-Horn will submit deliverables for review at the following milestones:

- Utility Base Map
- Equipment Location Plan
- Conduit Routing Plans

Kimley-Horn will address one round of reasonable comments after City review of the Equipment Location Plan and Conduit Routing Plan submittals. During the design process, we will continue to coordinate with FPL, AT&T, Verizon, and Comcast to ultimately obtain their final network designs and cost estimates. An Opinion of Probable Cost for the project areas will be submitted with the Conduit Routing Final Construction Document submittal. We will also submit the plans to FPL, AT&T, Verizon, and Comcast for coordination purposes concurrently with the City submittals. The City will coordinate and process agreements between the City and FPL.

Permit Submittal Assistance

It is anticipated that no permits will be required for the utility underground conversion by the Engineer of Record.

Building Department Permits, if required for service conversions, will be prepared and submitted by the City's contractor during construction.

Task 1.5 – Geotechnical Report

A subconsultant to Kimley-Horn will provide the following professional geotechnical engineering services for subsurface exploration and testing within the project limits:

To explore the subsurface conditions, we propose to perform eight (8) Pavement Cores. At each core location a Standard Penetration Test (SPT) boring will be completed a depth of approximately 10 feet below the existing grade. Three (3) permeability tests are also proposed. Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designations D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points.

Prior to drilling at the project site, subconsultant will notify the local utility companies including the City and request that underground utilities be marked.

Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, if necessary, will be performed on select samples.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued for each phase that contains the exploration data, a discussion of the site and subsurface conditions, information of ground control conditions, estimation of seasonal high ground water table, geotechnical recommendations for pavement subgrade design and a discussion of some construction considerations.

Task 1.6 – Electrical Engineering

A subconsultant to Kimley-Horn will provide the following professional electrical engineering services for pedestrian level lighting and electrical engineering within the project limits:

- Initial site visit and review of project plans.
- Meeting to determine the type of light poles/fixtures and lighting controls desired for this project. Lighting design, poles will be used for luminaires and to support festoon cables.
- Festoon lighting design along up to 6 blocks of roadway in accordance with the National Electrical Code and applicable local codes.
- Landscape lighting design for tree and palm uplights
- Electrical service and distribution design to provide power to the festoon lighting, street lightings, landscape lighting, lighting controls, and electrical outlets along the roadway for street vendors.
- Coordination with FPL to obtain electrical service(s) as necessary.
- Prepare and estimate for construction costs for electrical installations.
- Attend one (1) design coordination meeting with the City.

Electrical engineer will prepare contract documents, suitable for bidding, permit, and construction, including plans and specifications.

TASK 2 – WATER, SEWER, AND STORM DRAIN

Task 2.1 Water Main Design and Permitting Services

During this task the Kimley-Horn will perform the following services:

- The Consultant will prepare construction plans for the watermain relocation and modifications at a scale of 1" = 40' (11x17 size) for the project. The existing survey base file developed for the streetscape project will be reused for the water main design. Record data provided by the City for private fire lines and service connections and City proposed pipe sizes will be reviewed for coordination of connection design. The plans and specifications will be prepared for permitting and construction and will contain the following information:

1. Watermain Plan and Profile
 2. Watermain Construction Details
- Submittal of plans for review at the 30%, 60%, permit, and Final completion stages
 - Prepare Technical Specifications out line at 60% and final Technical Specifications for the 90% and Final progress submittals.

Watermain Permit Application

It is anticipated that a new Florida Department of Environment Protection (FDEP) General Permit for Construction of Watermain Extensions for PWSs will be required for the watermain improvements. The Consultant will submit the applicable permit application for the work to the FDEP. The City will be listed on the application as the permittee and owner of the facilities upon the completion of the project. The Consultant will respond to a maximum of two (2) reasonable requests for additional information from the FDEP for the permit application. Additional revisions or changes in response to subsequent major review comments requested by the City may be provided as an Additional Service. All permit fees will be paid directly by the City.

Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside of the Consultant's control, additional meetings or additional coordination above project budget will be considered Additional Services.

Task 2.2 Gravity Sewer Relocation Design and Permitting Services

During this task the Kimley-Horn will perform the following services:

- Review feasibility for relocation/lining of existing gravity sanitary sewer main or lining existing gravity sanitary sewer main based on inspection information from the City.
- Kimley-Horn will prepare construction plans for the gravity sewer relocation and/or lining modifications at a scale of 1" = 40' (11"x17" size) for the project. The existing survey base file developed for the streetscape project will be used for the gravity sewer design. Record data provided by the City for sewer lateral connections will be reviewed for coordination of connection design. The plans and specifications will be prepared for permitting and construction and will contain the following information:
 1. Gravity Sewer Plan and Profile
 2. Gravity Sewer Construction Details
- Submittal of plans for review at the 60%, permit, and Final completion stages

- Prepare Technical Specifications out line at 60% and full Technical Specifications for the 90% and Final progress submittals.

Gravity Sewer Permit Application

It is anticipated that a new Broward County Environmental Protection and Growth Management Department (BCEPGMD) General Permit for Application to Construct a Wastewater Collection/Transmission System will be required for the gravity sewer improvements. The Consultant will submit the applicable permit application for the work to the BCEPGMD. The City will be listed on the application as the permittee and owner of the facilities upon the completion of the project. The Consultant will respond to a maximum of two (2) reasonable requests for additional information from the BCEPGMD for the permit application. Additional revisions or changes in response to subsequent review comments requested by the City shall be provided as an Additional Service. All permit fees will be paid by directly by the City.

Task 2.3 Stormwater Design and Permitting Services

- Kimley-Horn will perform drainage analysis and design to modify and expand the existing drainage system to accommodate the proposed improvements. Drainage design will be limited within Breakers Avenue right-of-way to provide a closed drainage system, extending subsurface pipes to accommodate the curbless street sections.
- It is anticipated that water quality or treatment quantity will not be an issue as the impervious area will be reduced for this project and the overall grading will not be significantly changed. All existing drainage outfalls will remain. It is anticipated that this project will require only a Broward County Environmental Protection and Growth Management Department (BCEPGMD) Surface Water Management License. Copies of plans and calculation developed through the BCEPGMD license approval can be provided to South Florida Water Management District (SFWMD) or to the Florida Department of Environmental Protection (FDEP) upon City request. The Consultant will respond to a maximum of two (2) reasonable requests for additional information from the BCEPGMD for the permit application. Additional revisions or changes in response to subsequent review comments requested by the City shall be provided as an Additional Service. All permit fees will be paid by directly by the City.
- Proposed drainage improvements and closed system design will account for gutter spread for a festival street without vertical curb.
- Bioswales and other sustainable drainage design methods will be considered where applicable.
- It is anticipated that exfiltration trenches will be designed and incorporated into the drainage system to accommodate for water quality treatment and a general improvement of the drainage system.
- Stormwater injection wells maybe considered, if feasible and acceptable to the City.

Task 2.4 – Subsurface Utility Exploration (SUE)

A subconsultant to Kimley-Horn will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. Consultant is to provide professional services associated with location and mapping of existing subsurface utilities (in up to 70 test hole locations prior to excavation) Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Location Services

Consultant will perform up to seventy (70) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1’ by 1’). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable.

Utility Mapping

Consultant will identify surface features on a topographic plan or ground surface that are surface appurtenances of existing subsurface utilities. Consultant will survey such features, check accuracy and completeness for applicability with the existing project correlating applicable utility records to these surveyed features, considering the geometries and indications on the records of these surface features. Consultant will determine when records and features do not agree and resolve discrepancies. Additional resolution may result from consultation with utility owners.

Task 2.5 – Contract Management and Coordination During Design Phase

Kimley-Horn will attend an initial kick-off meeting to verify project elements, scope and schedule; prepare for and attend up to 16 additional meetings with CMAR (2 meeting per month for 8 months). Additionally, prepare and update schedules, provide documentation, communicate with designated City staff and respond to requests for information (via phone, fax, email, etc.) to provide coordination between City staff and the CMAR.

As a part of this task, Kimley-Horn will review and provide quantities confirmation for the CMAR’s bid forms and respond to the CMAR’s (and their bidder’s) questions during their GMP development. Kimley-Horn will review the CMAR’s GMP submittal to the City. Consultant will provide a onetime review of CMAR’s shop drawings.

TASK 3 - GREENROADS

Task 3.1 – Greenroads Coordination (Optional Item)

Based on coordination with City staff, it was determined that Greenroads certification will not be pursued for this project and thus, this service will not be required.

IV. PROJECT ASSUMPTION

- Drawings will be prepared in AutoCAD 2018.
- Deliverables will be in DWG, PDF, and Microsoft Word and Excel files as required.
- City provided survey CAD files will contain existing, current and accurate Right-of-Way, accurate standard topographic design survey, and existing surface created from field survey. If additional survey information is necessary, a request can be made from the City Surveyor's office.
- CITY to provide concept plans by TY Lin in CITY CAD format for CONSULTANT'S use. The scope assumes these plans have been accepted by the City, are geometrically accurate and will not require to be redrawn or redesigned.
- City is responsible for engaging adjacent property owners to identify potential work within their properties. This scope of work specifically excludes any coordination for or preparation of easements, right-of-way donations/dedications, or other means of property rights conveyance.
- The City will prepare a plan of action/options for the loss of parking along Breakers Avenue that will be shared with the Consultant.
- Permits and application fees shall all be paid directly by the City.
- The following information shall be provided to Kimley-Horn by the City:
 - Utility Record Drawing Information as may be available
 - Access to the Project Areas
 - City Staff services to prepare letter notices, meeting invitations and room setup, easement acquisition services (if required), easement legal sketch and description development (if required), perform title searches (if required), and recording of easements.
 - Access to City facilities for public meetings and public gatherings as needed
 - Desired water main and sewer line sizes and materials.
 - Designated project manager (PM) to facilitate all coordination between city departments, CMAR, public and to provide timely reviews of consultant's work.
- Kimley-Horn will prepare the construction documents with coordination with CMAR and the City. It is assumed that the Underground conversion plans will be bid concurrently, and as a part of the overall streetscape project. We will prepare the construction documents for CMAR's bidding.
- It has been assumed that the City will prepare the "front end" bidding instructions and contract paperwork for the CMAR.
- Geotechnical fee is based on the assumption that boring locations are open and accessible to a truck mounted drill rig.
- City to provide existing utility and drainage structure conditions (inspection).

V. ADDITIONAL SERVICES

The following items are not included in this Work Authorization. If desired by the City, these services under a separate authorization.

- Revisions to plans due to substantial changes in project scope or budget, or substantial changes to the site plan layout and/or architectural design after the Constructability Phase construction plans have been submitted.
- Pipe video inspection of existing pipe conditions.
- Traffic signal modification.
- Parking analysis.
- Attendance at meetings beyond those accounted for in the services listed above.
- Additional Landscape and/or Hardscape design for site features not mentioned above.
- Permit applications or processing beyond those necessary for City approval.
- Wayfinding signage/ standards and/or design.
- Utility Adjustment Sheets, other than those specifically identified in the scope.
- City of Fort Lauderdale Design Variations and Exceptions.
- Environmental or archeological studies.
- Preparation of right of way acquisition and/or temporary construction easement sketches or descriptions.
- Providing Maintenance of Traffic Plans, beyond noted
- Traffic engineering analysis services
- Geotechnical Investigation services beyond those described above
- Construction Phase Services

VI. PERFORMANCE SCHEDULE (EXHIBIT B)

We anticipate that the services described above will be completed as expeditiously as possible upon obtaining authorization and a written notice to proceed. Estimated durations are shown below, beginning upon receipt of a Notice to Proceed. The Consultant contacts for this project are Marwan Mufleh and Eric Regueiro.

Activity	Weeks from NTP
Notice To Proceed – Anticipated May, 2020	0
30% Phase Submittal	12
City to provide comments within 10 working days of submittal	
60% Phase Submittal	24
City to provide comments within 10 working days of submittal	
Permit Phase Submittal	38
City to provide comments within 10 working days of submittal	
CMAR GMP development	42

Final (100%) Construction Documents released for construction	50
Post Design Services Phase incl. in const. phase services	During Construction

VII. DELIVERABLES (EXHIBIT C)

Progress and Final Construction Document Submittals

The following progress submittals anticipated to be developed for this Work Authorization. Sheet quantities are approximate and may be changed throughout the design process. Drawings will be prepared at full scale to allow City to plot in-house and one set of full scale plan sheets (1"=20') will be provided to City. Additional copies, reproduction and progress prints will be provided on 11 x 17 sheets.

30% Submittal

The Consultant will prepare a draft of the following sheets for a progress submittal review by the City and CMAR:

- Demolition Plan (3 sheets)
- Site Plan (3 sheets)
- Typical Sections (4 sheets)
- Roadside Profile (6 sheets)
- Construction Details (6 sheets)
- Paving and Grading Plans (3 sheets)
- Utilities Plans and Details (6 sheets)
- Tree Disposition Plans (3 sheets)
- Planting Plans and Details (6 sheets)
- Hardscape Plans and Details (6 sheets)

60% & Permit Submittals

The Consultant will prepare 60% and permit Construction Documents progress submittal for review by the City and CMAR. Technical specifications, and quantities lists will be provided with these submittals.

- Cover Sheet (1 Sheet)
- Key Sheet (1 Sheet)
- General Notes (1 Sheet)
- Demolition Plans and Notes (4 sheets)
- Site Plan/ Horizontal Control Plans (3 sheets)

- Typical Sections (4 sheets)
- Roadside Profile (6 sheets)
- Construction Details and Erosion and Sediment Control Plan (6 sheets)
- Paving and Grading Plans (3 sheets)
- Utilities Plans and Details (3 sheets)
- Water Main Improvement Plans (3 sheets)
- Water Main Profile (3 sheets)
- Gravity Sewer Improvement Plans (3 sheets)
- Gravity Sewer Profiles (3 Sheets)
- Utilities Plans and Details (6 sheets)
- Tree Disposition Plans (3 sheets)
- Planting and Details (6 sheets)
- Hardscape Plans and Details (6 sheets)
- Irrigation Plans and Details (8 sheets)
- Undergrounding Design Plans (15 sheets)
- Electrical Design Plans (6 sheets)

The Consultant will submit the 60% and permit Construction Documents progress submittal for review by the City. Technical specifications, and quantities list will be provided with the submittal of 60% and permit submittals.

Final (100%) Submittal

The Consultant will prepare the Final Construction Documents submittal after the CMAR prepares the Guaranteed Maximum Price, incorporating changes that result from the CMAR's bid phase process. All of the above-listed sheets are anticipated to be a part of the Final submittal.

VIII. BUDGET

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Design and Construction Plans (incl. overhead elect. conversion)	\$499,626
Electrical setup	\$850
Electrical Design	\$18,500
Task 2 Water, Sewer, and Storm Drainage	\$282,935
Total Design Fee	<u>\$801,911</u>

Task 3 Subconsultants:

Geotechnical Services (Tierra South Florida)	\$9,125
SUE (Keith Associates)	\$69,553
WP	\$2,000
Dickey Consulting	\$9,000
Reimbursable Expenses	\$2,000
Total Contract Amount	<u>\$893,589</u>

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All permitting, application, and similar project fees will be paid directly by the Client.

FEE ESTIMATE
Fort Lauderdale - Breakers Avenue



Category		Sr. Principal	Principal	Senior Professional	Project Engineer	Project Planner/Env	Project Landscape Architect	Senior Designer	Engineer / LA	Admin	Total Hours	Total
Contract Rate		\$ 261.00	\$ 250.00	\$ 217.00	\$ 179.00	\$ 165.00	\$ 153.00	\$ 143.00	\$ 138.00	\$ 71.00		
Task 1 Design and Construction Plans												
1.1 Civil Engineering Design and Construction Plans												
Base Map Development				4	8				24		36	\$5,612
Create DTM of City Provided Topo Survey				4	24			12			40	\$6,880
Construction Plans				0							0	\$0
Cover Sheet				0	2				8		10	\$1,462
General Notes				1	8				8		17	\$2,753
Typical Sections		1		12	8				20		41	\$7,057
Roadside Profiles		1		24	36			24			85	\$15,345
Roadside Working Cross Sections				24	40			80			144	\$23,808
Demolition Plans and Details				16	8				32		56	\$9,320
Site Plan/ Horiz Control Plans and Details		1		18	18		16		40		93	\$15,357
Paving and Grading Plans and Details				66	94				130		290	\$49,088
Project Specifications		2		36	16		24		24	6	108	\$18,608
Plan submittals and comment response				24	80				80		184	\$30,568
Final Plan Prep and submittal				16					40	8	64	\$9,560
QAQC Reviews (at phase submittals, up to 4)		8		60							68	\$15,108
Meetings (assume 2 up to staff)				90					60		150	\$27,810
1.2 Urban Design, Planting Plans/ Hardscape Plans												
Urban Designer Coordination with City/Designer				60			24				84	\$16,692
Site Visits (3)				18			18		18		54	\$9,144
Prepare Tree Disposition Plans				6			24		40	2	72	\$10,636
Prepare Planting Plans and Details				20			120		100	2	242	\$36,642
Prepare Hardscpe Plans and Details				40			80		150	2	272	\$41,762
Plan submittals, reviews, and comment response		4		20			80		120		224	\$34,184
1.3 Irrigation Plans												
Prepare irrigation Plans and details				6			20		60		86	\$12,642
Plan submittals, review meetings, and comment response				6			8		30	2	46	\$6,808
Meeting w City irrigation maintenance staff				6			6				12	\$2,220
1.4.1 Underground Overhead Utilities												
Site Visit and meter locations		5		3	5				5		18	\$3,541
Obtain and review detailed record information				0	2				4		6	\$910
Soft dig investigation (up to 16 dig locations)				0	2				4		6	\$910
Utility Owner Coordination				4	16				8		28	\$4,836

FEE ESTIMATE
Fort Lauderdale - Breakers Avenue

Category		Sr. Principal	Principal	Senior Professional	Project Engineer	Project Planner/Env	Project Landscape Architect	Senior Designer	Engineer / LA	Admin	Total Hours	Total
Contract Rate		\$ 261.00	\$ 250.00	\$ 217.00	\$ 179.00	\$ 165.00	\$ 153.00	\$ 143.00	\$ 138.00	\$ 71.00		
Underground Conduit Construction Plans				0							0	\$0
General Notes (4 sheets)		1		1	4				4		10	\$1,746
Conduit / Equipment Plan, Street Lighting Conduits (4x3 sheets)		4		12	52				96		164	\$26,204
Equipment Details (2 sheets)		2		4	12				20		38	\$6,298
Trench and Conduit details (2 sheets)		2		2	12				16		32	\$5,312
Commercial Service Sizing Spreadsheet (2 sheets)		2		2	4				4		12	\$2,224
Technical Specs		5		2	12				16		35	\$6,095
Electrical Engineering QC and FPL Plan review/markup		5		6	12						23	\$4,755
Submit Equipment Location Plan, respond to comments		4		4	6				12		26	\$4,642
Submit Conduit Routing plans, respond to comments		2		4	6				12		24	\$4,120
Prepare OPC (Equipment and Conduit Submittals)		5		2	4				6		17	\$3,283
1.4.2 Meeting Phase 4												
Kick off meeting				0	4						4	\$716
General Coordination meetings (up to 8)				0	32						32	\$5,728
Project Review Meetings (up to 4)				0	16						16	\$2,864
Stakeholder Meetings (Up to 2 meetings)				0	12						12	\$2,148
Task 1.5 Geotech Report (Coordination)				4					8	2	14	\$2,114
Task 1.6 Electrical Engineering (Coordination)				4					8	2	14	\$2,114
2.1 Water Main Design												
Concepts for watermain				8					20	4	32	\$4,780
Water / Utility Plans, Profiles, and Details				20	60				60		140	\$23,360
Permitting for watermain				5	15				30	4	54	\$8,194
Water Meetings (assume 5 meetings, 3 hours/meeting, 2 staff)				15	15						30	\$5,940
Watermain Comments/Responses with City Staff				15	30				50		95	\$15,525
OPC at Each Design Stage											0	\$0
Technical Specifications				8	16					4	28	\$4,884
2.2 Gravity Sewer Design												
Concepts for gravity sewer				8					20	4	32	\$4,780
Sewer / Utility Plans, Profiles, and Details				30	80				80		190	\$31,870
Permitting for gravity sewer				10	20				40	4	74	\$11,554
Sewer Meetings (assume 5 meetings, 4 hours/meeting, 2 staff)				20	20						40	\$7,920
Gravity sewer Comments/Responses with City Staff				10	20				40		70	\$11,270
OPC at Each Design Stage											0	\$0
Technical Specifications				8	16					4	28	\$4,884

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EXHIBIT "B"

HOURLY BILLING RATES FOR TASK ORDERS

City of Fort Lauderdale

Breakers Avenue Streetscape Project (RFQ #12357-206)

Kimley-Horn and Associates, Inc.

Standard Hourly Rate Table

<u>CATEGORY</u>	<u>HOURLY RATE*</u>
SENIOR PRINCIPAL	\$261.00
PRINCIPAL	\$250.00
SENIOR PROFESSIONAL	\$217.00
PROJECT ENGINEER	\$179.00
PROJECT PLANNER / ENVIRONMENTAL	\$165.00
PROJECT LANDSCAPE ARCHITECT	\$153.00
SENIOR DESIGNER	\$143.00
ENGINEER / ANALYST	\$138.00
ADMINISTRATIVE/CLERICAL	\$ 71.00

January 2020,

Revised February 2020

Exhibit B Kimley-Horn Rates 12357-206v4.docx

Salary Costs

Project No:

Project Title: Breaker Ave. Streetscape Project
City of Fort Lauderdale

Prime Consultant Name: Kimley-Horn

Sub Consultant Name: Dickey Consulting Services, Inc.

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PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
Professional Surveyor & Mapper.....	\$125.00
Senior Project Surveyor	\$115.00
Senior Technician	\$100.00
Survey Party (2) Person.....	\$120.00
Survey Party (3) Person.....	\$140.00
Survey Laser Scanning	\$250.00
Utility Project Manager.....	\$175.00
Subsurface Utility Location Manager.....	\$140.00
Subsurface Utility Field Supervisor.....	\$90.00
Utility Coordination Manager	\$120.00
Utility Coordinator	\$100.00
Utility Designating/GPR.....	\$200.00
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each
Administrative Assistant	\$60.00

Corporate Office
301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County
2160 NW 82 Ave
Doral
FL 33122
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County
321 N Crystal Lake Drive
Suite 208
Orlando, FL 32803
954.788.3400

Tierra South Florida Fee Schedule - Breakers Avenue Streetscape

Discipline	Rate/Hr /unit
<u>Geotechnical Engineering/Inspections</u>	
Project Manager	\$165.00
Principal Engineer	\$150.00
Senior Engineer	\$125.00
Project Engineer	\$100.00
Threshold Engineer	\$150.00
Special Inspector Representative	\$75.00
Senior Technician	\$75.00
CADD	\$65.00
Asphalt Plant Inspection	\$65.00
Asphalt Field Inspection	\$65.00
Technician - Soil Densities	\$55.00
Technician - Concrete Testing	\$55.00
Technician - Pile Driving Inspection	\$75.00
Technician - Pre-stress Yard Inspection	\$75.00
<u>Field Investigation</u>	
Mobilization of Men and Equipment	
Truck-Mounted Equipment	\$350.00
Specialized ATV/Mudbug	\$720.00
Support Vehicle	\$150.00
Barge-Mounted Equipment	\$8,500.00
Crane Rental	\$250.00
Support Boat	\$500.00
Standard Penetration Test Borings	
(By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$12.00
50 - 100 ft depth	\$14.00
Grout-Seal Boreholes	
(By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$5.00
50 - 100 ft depth	\$6.00
Casing Allowance	
(By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$8.00
50 - 100 ft depth	\$10.00
Standard Penetration Test Borings	
(By Barge-Mounted Equipment)	
Water: 0 - 50 ft depth	\$20.00
50 - 100 ft depth	\$27.00
Grout-Seal Boreholes	
(By Barge-Mounted Equipment)	
Water: 0 - 50 ft depth	\$9.00
50 - 100 ft depth	\$11.00
Casing Allowance	
(By Barge-Mounted Equipment)	
Water: 0 - 50 ft depth	\$14.00
50 - 100 ft depth	\$17.00
Rock Coring (Truck)	\$65.00
Rock Coring (Barge)	\$80.00
Field Permeability Tests	\$300.00
Pavement Cores, Asphalt	\$100.00
Pavement Cores, Concrete	\$100.00
MOT	\$1,200.00
<u>Laboratory Testing</u>	
Natural Moisture Content Tests	\$10.00
Grain-Size Analysis - Full Gradation	\$65.00
Grain-Size Analysis - Single Sieve	\$35.00
Organic Content Tests	\$35.00
Atterberg Limit Tests	\$75.00
Field CBR	\$600.00
Lab CBR	\$300.00
LBR	\$275.00
Rock compression test	\$125.00
Split tension test	\$150.00
Grain-Size with Hydrometer	\$115.00
Proctor Test a) Modified	\$100.00
b) Standard	\$100.00
Bitumen Extraction	\$150.00
Bitumen Gradation	\$150.00