AGREEMENT

between

City of Fort Lauderdale

and

TINDALE-OLIVER & ASSOCIATES, INC.

for

TRAFFIC AND TRANSPORTATION ENGINEERING AND PLANNING SERVICES

RFQ No. 12370-206

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ___day of _____, 2021, by and between:

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

and

TINDALE-OLIVER & ASSOCIATES, INC., a Florida Corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of January 5, 2021, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Traffic and Transportation Engineering and Planning Services, RFQ No. 12370-206, 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 AGREEMENT: Means this document between the CITY and CONSULTANT dated January 5, 2021, and any duly authorized and executed Amendments to Agreement.

1.2 BASIC SERVICES**:** Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the

Contractor at the Project.

1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

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

1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.

1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.

1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.

1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.11 CONSULTANT: **TINDALE-OLIVER & ASSOCIATES, INC.,** the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.12 CONTRACT ADMINISTRATOR: The Director of the Transportation and Mobility Department for the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.13 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.

1.14 DEPARTMENT DIRECTOR**:** The director of the Transportation and Mobility Department for the City of Fort Lauderdale.

1.15 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.

1.16 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.

1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.

1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.

1.27 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.

1.28 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: Traffic and Transportation Engineering and Planning Services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by

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

3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications #12370-206.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications #12370-206.

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

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

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into “Tasks.”

6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

6.3 Under all Task Orders and Projects, CITY may require the 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:

6.3.1 Providing additional copies of reports, contract drawings and documents; and

6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.

6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The 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.

6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within 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 the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The 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. 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.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 The initial contract term shall commence upon final execution of the contract by the City and shall expire TWO (2) years from that date. The City reserves the right to extend the contract for THREE (3) additional ONE (1) Year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the CONSULTANT shall continue the service upon the request of the City as authorized by the awarding authority. The CONSULTANT shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.3 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/documents for the Contract Administrator's review.

7.4 In the event CONSULTANT is unable to complete any 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. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

7.6 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. 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 each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.2.2 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. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

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

8.3 METHOD OF BILLING

8.3.1 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. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

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

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

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

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.

9.3 In the event a dispute between the Contract Administrator and CONSULTANT

arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under $100,000. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.

10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 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%), 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 the 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.

10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.

10.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.

10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.

10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.

10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and

progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.9.1 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.

10.9.2 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.

10.9.3 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.

10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.

10.9.5 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.

10.9.6 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 9.3. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11
CITY'S RESPONSIBILITIES

11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 CITY shall review the itemized deliverables/documents identified per Task Order.

11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

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

12.2 TERMINATION

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

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

12.2.2 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.

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

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

12.2.5 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.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing

any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

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

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

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

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, 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 Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

12.7 SUBCONSULTANTS

12.7.1 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.

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

The list of subconsultants submitted is as follows:

Arcadis U.S., Inc.
Caltran Engineering Group, Inc.
Chen Moore and Associates, Inc.
Bowman Consulting Group, Ltd.
GEOSOL, Inc.
The Brand Advocates, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

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

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

and perform such services to CITY's satisfaction for the agreed compensation.

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

12.9 INDEMNIFICATION OF CITY

12.9.1 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.

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

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of $1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of $1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest

otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of $1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, 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 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

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

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

The following insurance policies and coverages are required:

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

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

Policy must include coverage for Contractual Liability.

The City and the City's officers, and employees, 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, and employees.

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, and employees 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.

Umbrella/Excess Liability: The CONSULTANT shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

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 the general liability policy.
- **g.** The City shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.
- **h.** The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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

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

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

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

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

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

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

ADDITIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Professional Liability and/or Errors and Omissions
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

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

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONSULTANT

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND 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 CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 SOLICITATION AND EXHIBITS

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

12.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, 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: Transportation & Mobility Director
City of Fort Lauderdale
290 NE 3rd Ave
Fort Lauderdale, FL 33301
Telephone: (954) 828-3700

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. William L. Ball
Tindale-Oliver & Associates, Inc.
6301 NW 5th Way, Suite 2700
Fort Lauderdale, Fl. 33309
Telephone (954) 641-5680
Email: BBall@tindaleoliver.com

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

CONSULTANT represents that 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.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.33 EVALUATION

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

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," 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 (2020), 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 (2020), as may be amended or revised. The City may

terminate this Agreement at the City's option if CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), 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 (2020),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 (2020), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH 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 (2020), 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 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 CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

CONSULTANT keeps and maintains public records upon completion of this Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall 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.

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

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

12.40 NON-DISCRIMINATION

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

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (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 the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.

3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.

4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.

5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
CHRISTOPHER J LAGERBLOOM, ICMA-CM
City Manager

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

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

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

WITNESSES:

TINDALE-OLIVER & ASSOCIATES, INC., a Florida Corporation

_____

By: _____

_____
Print Name

_____
Print Name

_____

_____
Title

_____
Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ as _____for Tindale-Oliver & Associates, Inc., a Florida corporation.

_____
(Signature of Notary Public - State of _____)

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

Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

EXHIBIT A

Scope of Services

3.1 Purpose

Work to be accomplished under this contract will include, but not be limited to, various, but not as yet identified projects in accordance with 287.055 Florida Statutes.

The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by traffic and transportation engineers, planners and designers and for which the firm(s) are experienced, qualified, and able to perform.

3.2 Scope of Service

The selected firm(s) will be expected to oversee, plan, organize, direct, coordinate, and implement a number of complex City transportation and parking related programs and projects. More specifically, the selected firm(s) will focus on the project development, cost estimating, construction specifications, and administration of said projects which may include major capital programs, mobility plans and engineering projects.

CONSULTANT shall have substantial knowledge and experience in project management including working with staff and stakeholders to develop and document objectives, scope, budget, procurement, schedule of the project, implementation, and completing and evaluating the project. A focus on innovative approaches to transportation engineering and design are desired along with Point excavation, (potholing), and Utility Designation Services. Professional Services might also include Geotechnical Engineering and Laboratory Testing Knowledge of the latest national best practices including NACTO design principles, the latest AASHTO guidance, and other national best practices to design to Vision Zero principles are preferred. Proposed design must comply with ADA regulations.

3.3 Tasks - ENGINEERING

A. Engineering Consultant Services Discipline

a) Surveying and mapping services

A. Topographic survey services

a. Survey plans of all infrastructure improvements constructed in Adobe PDF format and AutoCAD release 2006 or higher format approved by the City CAD Coordinator.

b. Survey plans that coordinate the finding from point excavation and utility designation to include the underground utility in the plans

c. Survey data must be in NAVD 88 State Plane Coordinates

d. Layers must be converted to the City of Fort Lauderdale standard layering format.

e. Cover sheet template, sheet template and file number will be provided by City CAD Coordinator.

1. Cover sheet must include indicating sheet index, location sketch and file number.
2. Each sheet title block must include file number.

f. Must provide two sets of signed and sealed survey drawings (size 24”x36”) by licensed surveyor.
g. The topographic survey services may also use for As-Built survey that generates As-built drawing.

B. Point excavation (Potholing) and utility designation
a. Vacuum excavation
1. Use vacuum excavation methods to locate and expose underground utility overlain by unimproved surface (e.g., unpaved swale) and mark the location and record other information regarding said utility as specified.
b. Utility designation
1. Provide utility designation including all subsurface locating services required for location of underground utility facilities.

C. Photogrammetry and remote sensing services
a. Collect information from imagery to produce GIS data
b. Create and provide 3D renderings
c. Provide aerial map

D. Registered with Florida Board of Professional Surveyors and Mappers.

b) Environmental engineering
A. Environmental engineering services
a. Environmental assessments and inspection.
b. Provide recommendation, documentation and report based on environment regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
c. Prepare, coordinate and submit environmental regulatory permit package.
d. Permit should include but not limited to the City, the County, State of Florida, EPA, DERM, NEPA, ESA, CWA, RHA, NHPA.

B. Registered with Florida Board of Professional Engineers.
Geotechnical engineering services, testing and inspection
A. Geotechnical and construction material testing
a. Standard penetration test & split-barrel sampling of soils (ASTM D1586)
b. Soil investigation & Sampling by Auger Boring (ASTM D1452)
c. Laboratory Density-Moisture relations of soils
1. Standard Proctor (ASTM D698) AASHTO T-99
2. Modified Proctor (ASTM D1557) AASHTO T-180
d. Lime rock Bearing Ratio Test (FM-5-515)
e. Laboratory California Bearing Ratio, CBR (ASTM C1883)
f. In-place California Bearing Ratio, CBR (ASTM D4429)
g. Fresh Concrete Sampling & Testing
1. Slump Test (ASTM C143)
2. Air Content (ASTM C173 or C231)
h. Soil Resistivity Test
1. Laboratory Method (ASTM G187)
2. Field Method (ASTM G57)
i. Compressive Strength Determination of Concrete Cylinders (ASTM C39)
j. Flexural Strength of Concrete Beam (ASTM C78)
k. Concert Coring and Compressive Strength Determination (ASTM C42)
l. Compressive Strength Determination of In-place Concrete using Rebound Hammer (ASTM C805)

m. Compressive Strength Determination of In-place Concrete using Windsor Probe (ASTM C803)
n. Asphalt Coring and Sampling
o. Maximum Theoretical Density Determination (ASTM D2041)
p. Asphalt Extraction Test (ASTM D2172)
q. Field Density Determination of Asphalt using Nuclear Gauge Method (ASTM D2950)
r. Asphalt Inspection of airfield projects specifically with (P-401) Design Mic
s. GPR Ground penetrating Radar (ASTM D6432)
t. Trip charge to collect samples, not to exceed $60.00

B. Field Quality Control/Quality Assurance

C. Structural Testing
a. Welding inspection
b. Bold Tension test
c. Magnetic Particle test
d. Dye Penetration test
e. Radiographic test
f. Ultrasonic test
g. X-ray test
h. Welding inspection

D. Sprayed Fire Resistive Materials
a. Thickness test (ASTM E605)
b. Unit weight test (ASTM E605)
c. Adhesion/Cohesion (ASTM E736)

E. Professional personnel (Registered with Florida Board of Professional Engineers)
a. Principal engineer
b. Registered engineer
c. Register threshold inspector
d. AWS-CWI inspector
e. Registered roof consultants
f. Engineering technician with:
1. Asphalt Plant CTQP Certified
2. Drilled Shaft CTQP Certified
3. ACI/CTQP Certified

c) Structural engineering
A. Assessment of structures and preparation of master plans with short-term and long-term repair and replacement recommendations. The master plans shall include planning level design documents including sketches, preliminary descriptions of work to performed and cost estimates.

B. Nondestructive testing, underwater inspection, nonlinear finite element analysis and integrity assessment of structural elements.

C. Review and utilize the findings of the surveys, geotechnical investigations, inspections, and material sampling and testing programs to perform an overall condition assessment and rating of the various structural components.

D. Analysis, design, and development of construction documents for all types of structures such as, buildings, parking garages, bridges, seawalls, water and wastewater plant, walls, signage, light pole and traffic pole structures.

E. Structural assessment and design of repair/strengthening techniques and development of construction documents for all types of structures such as, buildings, parking garages, bridges, seawalls, water and wastewater plant, walls, signage, light pole and traffic pole structures.

F. Perform structural feasibility studies and wind load calculations.

G. Recommend routine maintenance, operational practices, and repairs and/or enhancements that would appreciably extend the remaining structure's service life.

H. Design of foundation systems for various structures including concrete spread footings, toe wall footings, mat foundation, auger cast piles, steel piles, and precast concrete piles.

I. Perform evaluation, analysis and recommendations for soil strengthening and remediation.

J. Provide cost estimates for proposed design and improvements at various stages of a project.

K. Prepare permit and bid package including design drawings, engineering specification booklet and itemize bid sheet. Assisting the City staff with bid evaluation.

L. Provide inspection during repair, restoration and/or construction management
   a. Registered with Florida Board of Professional Engineers for Special Inspector of Threshold Buildings

M. Coordinate and incorporate with other discipline engineer such as civil, geotechnical, mechanical, plumbing and electrical to provide overall repair, restoration and/or construction design for the project.

N. Registered with Florida Board of Professional Engineers.

d) Mechanical, Plumbing and Electrical engineering

A. Mechanical, plumbing and electrical assessment, design and repair services in related to the buildings and structures.

B. Coordinate and incorporate with other discipline engineer such as civil, geotechnical and structural to provide overall repair, restoration and/or construction design for the project.

C. Mechanical engineering
   a. Analysis, recommendation and design:
      1. Elevator
      2. Ventilation
      3. Air Conditioning

4. Generator

b. Prepare, coordinate and submit all related permit package accordance to regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
c. Provide electrical inspection during installation, repair and/or restoration.
d. Registered with Florida Board of Professional Engineers.

D. Electrical engineering
   a. Photometric analysis.
   b. Analysis, recommendation and design:
      1. Generator
      2. Roadway lighting
      3. Pedestrian lighting
      4. Parking garage and parking surface lot lighting
      5. CCTV, security and alarm system
      6. Low voltage systems
      7. Lightning protection
      8. Solar power system and/or alternative power system
      9. Charging station
   c. Prepare, coordinate and submit all related permit package accordance to regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
   d. Provide electrical inspection during installation, repair and/or restoration.
   e. Registered with Florida Board of Professional Engineers.

e). Plumbing engineering
   a. Analysis, recommendation and design:
      1. Process and fluid flow system
      2. Plumbing system including roof drain system, stormwater management system, cold and hot water system, and sewer system.
      3. Heat and energy transfer system.
      4. Building's sprinkler system (or any other fire retardant system) in cooperation with the fire protection engineer.
   b. Prepare, coordinate and submit all related permit package accordance to regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
   c. Provide plumbing inspection during installation, repair and/or restoration.
   d. Registered with Florida Board of Professional Engineers

e) Transportation engineering
   A. Transportation and Traffic engineering
   B. Urban street design
   C. Intersection design
   D. Highway design
   E. Bicycle and pedestrian level of comfort analysis
   F. Bicycle and pedestrian facility design
   G. Traffic signal
   H. Traffic pavement markings and signage design
   I. Bus and transit facility design
   J. Wayfinding recommendation and design
   K. Maintenance of traffic (MOT) plans design and/or review

L. Traffic counting services and analysis including but not limited to vehicular, bicycle, pedestrian, transit.

f) Hydrology and hydraulic engineering
   A. Stormwater and drainage analysis, recommendation and design.
   B. Water resources analysis, recommendation and design.
   C. Water and wastewater analysis, recommendation and design.
   D. Storm damage field inspection and risk assessment.
   E. Green infrastructure and climate resiliency adaptation analysis, recommendation and design such as bio-swales, rain garden and others.

g) Parking management consulting services
   A. Planning and provide financial feasibility study, parking study, asset management plans, maintenance programs and system upgrade recommendation.
   B. Provide analysis, recommendation and design for parking structures and surface parking lot:
      1. Architecture design and durability design
      2. Lighting
      3. Wayfinding/signage
      4. Adaptive reuse
      5. Parking access & revenue control system (PARCS)
      6. Traffic microsimulation
      7. Sustainability design
         - LEED Certification
         - Solar Reflective technology
         - Solar Panel technology
      8. Functional design
      9. Operations technology
      10. Parking technology
         - Mechanical and non-mechanical
         - Automated and non-automated
         - Electrical and non-electrical
         - Alternate power supply and charging station

h) Landscape architect consulting services and arborist
   A. Comprehensive architectural landscape services.
      a. Landscape plans
      b. Sustainable Green initiatives and maintenance solutions for urban and rural areas
      c. Open space, recreational, urban and environmental planning
      d. Development and design for annual maintenance programs for existing and new plants, trees, and shrubs.
      e. Irrigation design and maintenance consultation.
      f. Prepare urban design guidelines
      g. Grant application and administration.
      h. Streetscape/hardscape design.
      i. Electrical engineering for exterior and sports lighting design.
      j. Recreational facility design.
      k. Improvements to sport elements and conversion of grass areas to synthetic turf.
   B. Master planning and redevelopment planning.
   C. Planting and maintenance schedules, manuals, or similar documents that will assist the City with installation and maintenance of landscaping at selected sites.

D. Analysis and evaluation of existing landscape conditions at various sites and make recommendations for improvements, solutions, or modifications to existing conditions.
E. Coordination with other professional disciplines on various projects, responds to Requests for Information (RFIs), attend public meetings, attend project meetings and make presentations to staff.
F. Prepare and present conceptual design and budgets to staff and commissioners.

G. Site master planning, selection and design of annual planting areas, maintenance and refurbishment of existing landscape and irrigation projects, or other City miscellaneous landscape projects.
H. Have knowledge of and compliance with all existing City and Broward County policies, to include but not limited to: land development codes, building codes and all environmental regulations for local and state requirements.
I. Preparation of plans and specification for site layout and circulation, aesthetic grading, construction details, planting design and details, and soft scope elements.
J. Provide construction services which may include, but not limited to, the monitoring and inspecting the structure and detail of landscape proposals to ensure compliance with plans, specifications of work, and time schedules.
    a. Construction, Engineering and Inspection roadway projects
    b. Conducting environmental and visual impact landscape assessments
K. Peer reviews and plan checks of landscape plans prepared by third-party consultants.
L. Advising the City regarding methods of work and sequences of operations for landscape projects.
M. Landscaping reconstruction projects following extreme weather events.
N. Wetlands remediation, environmental mitigation, and other elements to comply with city, county, and/or state requirements.

i) Construction, engineering and inspection (CEI)
A. The CEI functional areas are as following:
    a. Surveying and mapping services
    b. Environmental engineering
    c. Geotechnical engineering services, testing and inspection
    d. Civil Engineering (general)
    e. Structural engineering
    f. Mechanical, Plumbing and Electrical engineering
    g. Transportation engineering
    h. Hydrology and hydraulic engineering
    i. Parking management consulting services
    j. Landscape architect consulting services and arborist

B. Scope of services to be provided by the consultant in the functional areas listed above shall include, but not limited to, the following:
    a. General:
        1. Administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document.
        2. Observe the Contractor’s work to determine the schedule progress and the quality of the work performed.
        3. Act as the Owner’s Agent.

4. Identify discrepancies and direct the Contractor to correct observed discrepancies.
5. Inform the City's Project Manager (PM) of any significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Contractor, and the corrective actions or steps that the Contractor has been directed to perform.
6. Attend meetings with the City, Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project

b. Project management (PM):
   1. Act as an extension of the City's project management staff.
   2. Prepare, review, and update construction project schedules.
   3. Evaluate the construction schedule, and if necessary, provide recommendations for a "recovery schedule" which will delineate how the contract completion dates with be achieved.
   4. Create construction contract administration files.
   5. Obtain and review Contractor's submittal schedules.
   6. Conduct a preconstruction meeting.
   7. Establish project meetings schedules and coordinate inspection requirements
   8. Track project costs to available budget.
   9. Verify that as-built documents are updated properly.
   10. Maintain test reports for the project as required by the contract documents.
   11. Prepare field reports of site visits and inspections.
   12. Assist in submitting applications for permanent gas, electric, water, telephone and other services.
   13. Receive Contractor's submittal log and monitor the response time from the architect or engineer.
   14. Assemble and file for future reference complete project and cost records for both construction and professional services.
   15. Archive project information and materials.

c. Survey control:
   1. Establish or check the project survey control baseline(s) at appropriate intervals along the project in order to make and record measurements necessary to calculate, verify, and document contract pay item quantities.

d. Onsite inspection:
   1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions of the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.
   2. Maintain detailed accurate records of the Contractor's operations and of significant events that affect the work.
   3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan.
   4. Prepare punch list and provide to the City PM for issuance to the Contractor. Monitor Contractor's punch list work and provide certification to City PM when all punch list work is complete.
   5. Participate in the substantial completion inspection of the project. Verify all work is substantially complete and notify the City PM.

6. Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.

e. Sampling and testing:
    1. Provide inspection services as required to properly monitor the project to ensure that testing and inspections are done in accordance with contractual requirements, engineering principles, and industry standards for the features of work in question.
    2. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.

f. Architectural/Engineering services:
    1. Review construction schedule, monthly updates, and perform analysis to determine percent of work completed and if project is on schedule and budget.
    2. Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to City PM.
    3. Develop Quality Assurance Plan for City PM approval based on Contractor's inspection and testing reports for all inspections and tests performed by the Contractor to insure that results are in compliance with contract documents, permits, and sound engineering practice.
    4. Facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received from the Contractor.
    5. Review change orders for cost and entitlement, perform technical analysis, and provide written justification to City PM including recommendation for action. Prepare independent cost estimates as required.
    6. Provide assistance to the City in resolving claims and disputes.
    7. Participate in construction progress meetings with the Contractor and the City on a bi-weekly basis.
    8. Assist City in coordination with State, County, and local permitting agencies.
    9. Participate in ad hoc project related meetings; prepare briefs and reports as required by the City.
    10. Review and recommend action to City PM for any and all submittals received from the Contractor. Shop drawings, product data, samples, and other submittal data for compliance with the Contract Documents.
    11. Review the Contractor's monthly payment requests, verify percent complete, ensure all back-up documentation is submitted and correct including, lien waivers, schedule updates, recommend action to City PM.
    12. Coordinate, obtain, and review, project close-out documentation from the Contractor for submission to the City PM. Including, but not limited to, change order summary, as-built drawings, Operations and Maintenance (O&M) manuals, warranties, certifications.
    13. Assist in obtaining Certificate of Occupancy and other governmental/regulatory agency approvals as well as reviewing Contractor's as-built document certifications.
    14. Assist and evaluate the Contractor's requested deviations or material substitutions, and provide the City with recommendation(s).

15. Review as-built/record drawings on a monthly basis as a prerequisite to the Contractor's payment application, and in conjunction with project close-out.

j) Civil Engineering (general)

A. Other than those specific summary provided above, the general civil engineering services shall include, but not limited to, the following:

a. Highway engineering
b. Coastal engineering
c. Traffic engineering
d. Utility engineering
e. Airport engineering
f. Marine engineering
g. Tunnel engineering

B. Site and grading analysis, recommendation and design

B. Scope of Services Summary by Phases

a. Preliminary investigation and data collection
b. Construction documents
c. Regulatory agency permitting and coordination
d. Bidding services
e. Post design services

C. Community Outreach

The consultant company chosen must provide marketing and community support aspect of the process includes but not limited to:

a. Prepare all marketing information and mailers on the project and the special assessment process.
b. Coordinate and conduct all community meetings.
c. Administer all official community questionnaires on the project and determine community support to continue with the process.
d. Determine the level of support for this project and the need to move into the design development stage.
e. Staffing should consist of one designated Marketing/Community Outreach personnel.
f. Prepare all public outreach documentation, support visual aid material and preform public presentation.

3.3 Tasks- PLANNING

A. Provide comprehensive transportation planning-level studies and analysis for City transportation related projects and initiatives. CONSULTANT shall have substantial knowledge and experience in the following areas, providing the following types of reports and analyses:

a) Multimodal Transportation Master Plans (i.e., Corridor Studies, Neighborhood Plans)
b) Bicycle and Pedestrian Master Plans
c) Traffic studies, including but not limited to: One-way conversion analysis, intersection capacity analysis, crash analysis, lane elimination analysis, multi-modal LOS analysis, bicycle level of comfort analysis, transportation network gap analysis.

d) Transit Planning including but not limited to: new route planning, capacity analysis, business plan and pro-forma analysis and development, organizational analysis
e) Facility rehabilitation and preventative maintenance planning
f) Roadway lighting/pedestrian lighting analysis/photometric analysis
g) Environmental Assessments for Transportation projects
h) Safe Routes to School program planning
i) QA/ QC Services
j) Connected vehicle and other technology

B. Provide comprehensive services for City transportation related projects and initiatives. CONSULTANT shall have substantial knowledge and experience in the following areas, providing the following types of design:

a) Bicycle and pedestrian level of comfort analysis
b) Bus/transit/ADA facility design
c) Wayfinding

C. Provide supporting services related to the delivery of planning projects to include:
a) Traffic counting services and analysis including but not limited to vehicular, bicycle, pedestrian, transit.
b) CCTV services
c) Public outreach

D. Provide parking specific analysis, and technology services to include:
a) Parking studies
b) Day-to-day operations of facilities
c) Demand management and pricing strategies
d) Parking management strategies
e) Supply and demand analysis
f) Efficiency analysis (operational, , project management)
g) Financial feasibility analysis
h) Analysis of market share
i) Surveys of existing conditions
j) Parking accumulation observations
k) Shared parking analysis
l) Rate and revenue strategies
m) Parking technologies for cost savings and customer convenience
- Parking functionality (service levels, flow capacity and circulation)
- Security Analysis of facilities
- Similar services not specifically listed

3.4 Scheduling

The task order preparation is the joint effort of the consultant and the City Project Manager. Task order should include timeline of the consultant responsible task items. The start date will base on the written Notice to Proceed. An estimate of total duration that includes the City responsible task and entity review timeframe items should be provided in the task.

Upon failure of the consultant to complete the consultant responsible task within the time specified of the completion, the consultant shall pay to the City the sum of Two Hundred and Fifty Dollars ($250.00) for each and every calendar day that the completion of the work is delayed beyond the time specified in this project for completion, as fixed and agreed

liquidated damages and not as a penalty, so long as the delay is caused by the consultant.

- Consultant shall not be liable for any failure of or delay in the performance of the task order for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputed, embargoes, government orders or any other *force majeure* event.

3.5 Quality Assurance and Quality Control (QAQC)

CONSULTANT is held responsible for the quality assurance and quality control (QAQC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The City shall only accept submittals for review and action from the consultant.

CONSULTANT is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the consultant shall provide the City with a marked up set of plans and specifications showing the consultant's QC review. The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.6 Deliverable Assumptions

A. All deliverables must be of a quality to achieve this result. The CONSULTANT shall perform its services in accordance with professional standards of skill, care, and diligence adhered to be reputable, first class firms performing services of the same or similar nature for facilities of similar complexity.

B. The CONSULTANT design shall conform to generally accept engineering practices and shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities.

C. The CONSULTANT shall coordinate with the City to arrange access to job site.

D. The CONSULTANT shall submit "request for hour" and obtain the "approval" from the City Project Manager before performing task. It is the CONSULTANT's responsibility to obtain the approval prior to performing task.

E. The CONSULTANT warrants that all equipment, materials and workmanship furnished, whether furnished by the CONSULTANT, its contractor, subCONSULTANTs or suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

F. Design changes requested by the City, other than those requested and endorsed in review meetings, shall warrant additional fees.

G. It is the CONSULTANT responsibility to verify accuracy of the CAD files and ensure the geometry is acceptable to all permitting agencies.

H. The CONSULTANT its contractor, subCONSULTANTs or suppliers shall be responsible to provide qualified personnel when perform field work, testing, inspection and/or investigation at the project site and provide all the Personnel Protection Equipment for the operation. All perform services and equipment use at the project site shall be operated in compliance with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code).

I. It is the CONSULTANT responsibility to research and verify all permit submission agency for the project to be included into the task order.

J. CONSULTANT responsible to design and inspect each project according to the Americans with Disabilities Act (ADA).

K. CONSULTANT shall be responsible for all elements of maintenance of traffic, traffic control plans and erosion control, public safety during field work, testing, inspection and/or investigation performing at the project site.

L. The CONSULTANT shall be responsible for all payment and claim for its subCONSULTANT, supplier, laborer, or materialmen of CONSULTANT or any other person direct or indirectly acting for or through CONSULTANT.

M. The CONSULTANT may retain multiple highly qualified sub-consultants to perform related program services to ensure the project work is in accordance with the plans, specifications, special provisions and other Contract documents.

N. Multiple firms may be selected under each of the discipline areas and multiple firms may be selected for more than one (1) discipline areas. Therefore, CONSULTANT is responsible to communicate and coordinate with each of the selected firms.

O. All deliverables need to include both electronic/soft copy and hard copy. Electronic/soft copy format include but not limited to DWG, PDF, WORD and Excel files.

P. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
   a. Defective professional and/or construction work not remedied.
   b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONSULTANT or City because of CONSULTANT's performance.
   c. Failure of CONSULTANT to make payments properly to its contractor, subCONSULTANTs, suppliers, or for material or labor.
   d. Damage to other contractors not remedied.
   e. Liquated damages and costs incurred by CONSULTANT for extended professional services or construction administration, if applicable.
   f. Failure of CONSULTANT to provide any and all documents required by the Contract Documents.

3.4 Deliverables

3.4.1 Draft and final planning, study, or engineering design documents to meet the intent and the need described in the project task order scope with approval by the CITY's Project Manager.

3.4.2 In association with the City's bi-weekly Development Review Committee (DRC) process, analyze and provide comments on development's site plans, traffic and parking studies, and methodology statements, considering the regional impact of the development. The CONSULTANT may be required to attend City staff and DRC meetings to provide transportation and parking related comments. CONSULTANT may also be required to conduct independent reviews of City projects that are not part of the development review process.

3.4.3 Assist parking management on questions, issues, or projects related to parking systems and industry trends, including sustainable parking design trends. Project parking revenues and expenditures, develop long-range revenue plans, and provide written analysis and comments regarding parking revenues and expenditures to include parking zones, rate studies, methodology, demand based parking rates, parking permits, and parking citation issuance and collections.

3.4.4 Coordinate with the Florida Department of Transportation (FDOT), Broward County, the Broward Metropolitan Planning Organization (MPO), South Florida Regional Transportation Authority (SFRTA), and other agencies on their proposals and projects which affect traffic, transportation, parking, or aviation in the City. CONSULTANT shall advise the TAM Director or designee, City Manager, and City Commission on other agencies' activities.

3.4.5 In association with the above tasks, CONSULTANT shall provide technical support and/or make presentations at meetings held by City staff, the Development Review Committee, the Planning and Zoning Board, the Board of Adjustment, the City Commission, government agencies, neighborhood associations, business associations, civic groups and private firms or other stakeholders as may be required.

3.5 Preferred Qualifications

3.5.1 CONSULTANT should have substantial knowledge and experience in project management including working with public sector/government staff and stakeholders to develop and document objectives, scope, budget, procurement, schedule of the project, implementing the plan, and completing and evaluating the project.

3.5.2 CONSULTANT should have substantial knowledge and experience analyzing on-site traffic control and circulation, queuing analysis, safe and comfortable pedestrian/bicycle access, offsite traffic impact analysis (trip generation, distribution, assignment and trip reductions), traffic impact mitigation measures (such as operational improvements, geometric improvements, transportation demand management), on-site and off-site parking analysis, parking reduction analysis, evaluation of potential traffic impacts to residential streets and appropriate mitigation (such as traffic control and traffic calming measures). Traffic modeling capabilities to include macro and micro simulation.

3.5.3 CONSULTANT should have substantial knowledge and experience with applicable state and local laws, case studies, initiatives and state-of-the-practice traffic for parking management techniques and codes implemented by other local agencies.

3.5.4 CONSULTANT should have knowledge of grant regulations and requirements related to transportation related projects and research funding and grants opportunities, assist with the

development of grant applications, and oversee the programs administration, monitoring, and activity reporting according to grant requirements.

3.5.5 CONSULTANT should have substantial knowledge and experience with applicable state and local laws, case studies, initiatives and transportation best practices and codes implemented by other local agencies including innovative storm-water, bicycle, and pedestrian infrastructure design to create safer, more resilient streets.

3.5.6 All Subconsultants will adhere to same rule, regulations and ethics.

A. CONSULTANT shall carry out the responsibilities delineated in each project's scope of services and shall provide such services, as needed, to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders. CONSULTANT may propose to utilize sub-consultants for technical assistance necessary to develop work if needed.

B. CONSULTANT must be properly registered and in compliance with the Florida Department of State, Division of Corporations, in addition to being licensed and registered with the Department of Business and Professional Regulation to practice engineering in the State of Florida.

3.6 Billing and Invoicing

3.6.1 All invoices submitted within 90 days after completion of project.
No future invoices will be accepted by the City of Fort Lauderdale once project is “closed”

EXHIBIT "B" – HR. RATES

Staff Classification – TINDALE-OLIVER	Licensed	Hr. Rate
Sr Principal/Corporate Officer	X	261.00
Sr. Project Manager	X	223.00
Sr. Professional Engineer	X	170.00
Professional Engineer	X	152.05
Senior Designer		108.92
Engineer Intern	X	105.00
Engineer Technician		88.99
Technician Aid		54.20
Chief Planner	X	232.25
Senior Planner	X	147.85
Planner		120.87
Junior Planner		83.32
Chief Engineer/Specialist	X	221.00
Senior Computer Programmer	X	128.00
Public Inovolvement Specialist		82.00
Graphical Designer		91.54
Admin/Clerical		61.19
Staff Classification – CALTRAN		
Project Manager	X	209.53
Senior Engineer 1	X	154.00
Engineer 1	X	132.00
Engineer Intern		110.00
Senior Engineer Technician		103.53
Designer		117.45
Engineer Technician		72.12
Staff Classification – BRAND ADVOCATES		
Senior Public Information Officer		97.00
Public Information Officer		85.00
Assistant Public Information Officer		80.00
Graphic Designer		80.00
Webmaster		75.00
Staff Classification – GEOSOL		
SENIOR PROJECT MANAGER (Oracio Riccobono, P.E.)	X	202.24
SENIOR PROJECT GEOTECH. ENGINEER (Adnan Ismail, P.E.)	X	150.00

GEOTECHNICAL ENGINEER (Juan C. Gonzalez, P.E.)	X	103.00
GEOTECHNICAL ENGINEERING INTERN (Mohamad Khalid, E.I.)		86.62
SENIOR ENGINEERING TECHNICIAN (Jose Gonzalez)		101.67
CADD TECHNICIAN (Ernesto J. Masis)		79.28
SECRETARIAL/CLERICAL (Aurora Riccobono)		65.00
Staff Classification – CHEN MOORE		
Sr. Landscape Architect	X	175.00
Project Landscape Architect	X	120.00
Sr. Engineer	X	175.00
Sr. Engineer	X	175.00
Sr. Engineer	X	175.00
Sr. Construction Specialist		125.00
Staff Classification – BOWMAN CONSULTING		
SUR Senior Surveyor	X	152.67
SUR Project Surveyor	X	104.96
SUR Survey/GIS/SUE Analyst 3 (Senior)	X	127.24
Staff Classification – ARCADIS		
Chief Engineer 2	X	235.00
Project Manager	X	210.00
Chief Engineer 1	X	195.00
Sr Engineer 2	X	177.80
Sr Engineer 1	X	160.00
Engineer 2	X	165.00
Engineer 1	X	135.00
Sr Planner	X	130.89
Planner	X	120.35
Professional Geologist	X	180.00
Engineering Intern	X	110.00
Sr Scientist		115.00
Secretary/Clerical		65.00