

# **AGREEMENT**

**between**

**CITY OF FORT LAUDERDALE**

**and**

**ARTAIC GROUP LLC**

**for**

**CONSTRUCTION ENGINEERING AND INSPECTION  
(CEI) SERVICES FOR FIRE STATION #13 and  
EMERGENCY MEDICAL STATION #88**

**RFQ No. 562**

THIS IS AN AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida (hereinafter referred to as "CITY")

and

**ARTAIC GROUP LLC**, a Florida limited liability company (hereinafter referred to as "CONSULTANT"), or individually as "Party" or collectively "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting on July 2, 2026, authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with Consultant's Competitive Negotiation Act – Construction Engineering and Inspection ("CEI") Services for Fire Station No. 13 and Emergency Medical Station No. 88; and

WHEREAS, the CITY issued a request for qualifications ("RFQ") No. 562 for Construction Engineering and Inspection ("CEI") Services for Fire Station #13 and Emergency Medical Station #88; and

WHEREAS, the CITY has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act ("CCNA"), and has selected CONSULTANT to perform the services hereunder; and

WHEREAS, the CONSULTANT is experienced in providing professional services set forth in Exhibit A, Scope of Services, for Construction Engineering and Inspection ("CEI") Services and is willing and able to render 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 agree as follows:

### **ARTICLE 1. DEFINITIONS**

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

1.1 **Additional Services** means services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit A, Scope of Services.

- 1.2 **Agreement** means this document between the CITY and CONSULTANT dated \_\_\_\_\_, 2026, and any duly authorized and executed Amendments to the Agreement.
- 1.3 **Chief Procurement Officer** means the individual in charge of and responsible for centralized procurement for the City, or their designee.
- 1.4 **City** means the City of Fort Lauderdale, a municipal corporation of the State of Florida.
- 1.5 **City Commission** means the governing body of the CITY.
- 1.6 **Consultant** means **ARTAIC GROUP LLC**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.7 **Contract Administrator** means the Capital Projects Director, or her designee. In administration of this Agreement, as contrasted with matters of policy, all Parties may rely on instructions or determinations made by the Contract Administrator within the defined parameters of this Agreement.
- 1.8 **Contract Documents** means any or all of the following documents: The Solicitation RFQ Event No. 562, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Task Orders, Addenda or Amendments and all related documents to the Task Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT's response to City of Fort Lauderdale RFQ Event No. 562.
- 1.9 **Contractor** means one or more firms, corporations, or other entities, identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Projects.
- 1.10 **City Manager** means the administrative head of the CITY appointed by the City Commission.
- 1.11 **Department Director** means the Transportation and Mobility Director for the City of Fort Lauderdale
- 1.12 **Notice to Proceed** means a written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.
- 1.13 **Project** means 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 Projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.14 **Services** means the Work and phases set forth in Exhibit A, Scope of Services,

including all Construction Engineering and Inspection (CEI) services, including construction oversight, field inspection, quality assurance, materials verification, contractor compliance monitoring, project documentation, and related construction support services, as described in each Task Order applicable to a project.

- 1.15 **Subconsultant** means an entity or individual providing services to CITY through CONSULTANT for all or any portion of the Work under this Agreement. The term “Subconsultant” shall include all subcontractors.
- 1.16 **Task Order** means a document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.17 **Time Of Completion** means the time in which the entire work shall be completed for each Task Order.

## **ARTICLE 2. - EXHIBITS**

The following Exhibits are attached hereto and incorporated into this Agreement:

- **Exhibit A - Scope of Services**
- **Exhibit B - Schedule of Subconsultants**
- **Exhibit C - Maximum Billing Rates**

## **ARTICLE 3. - SCOPE OF SERVICES**

3.1 CONSULTANT shall provide all Services as set forth in Exhibit A - Scope of Services, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

3.2 This Agreement and the Scope of Services may not delineate every detail and minor work task required to be performed by CONSULTANT to complete a project. If CONSULTANT determines that work should be performed to complete the Project and, in CONSULTANT’s opinion, that said Work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify the Contract Administrator in writing in a timely manner before proceeding with the Work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services.

3.3 Notice to the Contract Administrator does not constitute authorization or approval by CITY to CONSULTANT to perform the Work. Any such work that would entail additional compensation to CONSULTANT by CITY, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 7.1 or a Task Order pursuant to Section 7.2. Unless there is a fully executed amendment or Task Order or a dispute as set forth in Section 7.3, any Work performed by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval shall be at no

additional cost to CITY.

3.4 Exhibit A identifies the initial services related to this Agreement. Additional negotiations shall be required for other phases or additional services issued under this Agreement. CITY may select the type, amount, and timing of services under a Task Order executed by CONSULTANT and CITY, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 6. CITY and CONSULTANT may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, CITY shall have the right to terminate negotiations at any time at no cost to CITY and procure services for other project phases from any other source.

3.5 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to a project, including previous reports and any other data related to a project. 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. CITY shall review any itemized deliverables and documents required to be submitted by CONSULTANT and respond in writing with any comments within the time set forth in the applicable Task Order. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any material defect in the work of CONSULTANT or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

#### **ARTICLE 4. - TASK ORDERS**

4.1 All Work to be performed by CONSULTANT under this Agreement must first be authorized in writing by a Task Order, in accordance with the requirements of this Article. The Task Orders shall be based upon the general description of basic services as described in Exhibit "A."

4.1.1 Before issuing any Task Order, CONSULTANT shall provide Contract Administrator with a written estimate for all charges expected to be incurred for the tasks associated with the Task Order. Each Task Order (and amendments thereto) may be executed on behalf of CITY as follows: (a) the Chief Procurement Officer or designee may execute any individual Task Order for which the cost to CITY is within the Chief Procurement Officer's delegated authority; and (b) any individual Task Order above the Chief Procurement Officer's delegated authority must be approved by the City Commission.

4.1.2 After completing execution of a Task Order under this Agreement, Contract Administrator will issue a Notice to Proceed for that authorized work. CONSULTANT must not commence such work until receipt of a Notice to Proceed.

4.1.3 Any modifications to a Task Order will require a change order or an amended Task Order, approved by Contract Administrator, CITY's Chief Procurement Officer, or City Commission as required by the City Code.

CONSULTANT's compensation will not exceed the amount approved in the Task Order unless such additional amount receives prior written approval from the appropriate authority.

4.1.4 All Task Orders and must contain, at a minimum, the following information and requirements:

4.1.4.1 A description of the Work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement under which the Work to be undertaken is authorized, and a statement of the method of compensation.

4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of CITY is obtained.

4.1.4.3 A time established for completion of the Services undertaken by CONSULTANT or for the submission to CITY of documents, reports, and other information under this Agreement.

4.1.4.4 Any other additional instructions or provision relating to the Work authorized under this Agreement.

4.1.4.5 Task Orders must be dated, serially numbered, and signed.

#### **ARTICLE 5. - TIME FOR PERFORMANCE; LIQUIDATED DAMAGES**

5.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services. CONSULTANT shall perform the Services within the time periods specified in the Task Order commencing from the date of the applicable Notice to Proceed.

5.2 CONSULTANT must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services or any phase thereof under this Agreement and any operative Task Order. Prior to granting approval for CONSULTANT to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require CONSULTANT to submit the itemized deliverables and documents identified in the Task Order for the Contract Administrator's review.

5.3 If the Contract Administrator determines that CONSULTANT is unable to complete Services under any Task Order because of delays resulting from untimely review by CITY or other governmental agencies having jurisdiction over a project and such delays are not the fault of CONSULTANT, or because of delays caused by factors outside the control of CONSULTANT, CITY may grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify the Contract Administrator in writing whenever a

delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of CONSULTANT's control, and to inform the Contract Administrator of all facts and details related to the delay. CONSULTANT must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 For any construction phase services authorized by a Task Order, if (a) Contractor fails to substantially complete a project on or before the substantial completion date specified in its agreement with CITY, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of CONSULTANT, then CONSULTANT shall be compensated in accordance with Article 6 for all Services rendered by CONSULTANT beyond the substantial completion date.

5.5 If Contractor fails to substantially complete a project on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and CITY are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

## **ARTICLE 6. - COMPENSATION AND METHOD OF PAYMENT**

### **6.1 Amount and Method of Compensation.**

6.1.1 Not-To-Exceed Compensation. CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of One Million Two Hundred Seventy-Five Thousand Eight Hundred Sixty-Five Dollars and Zero cents (\$1,275,865.00). It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "C."

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. A Not-to-Exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses and profit, or as required by individual Task Order.

6.1.2 Optional Services. CITY may procure Optional Services up to a maximum

not- to-exceed amount specified in the Task Order and in accordance with Article 7. Unused amounts of these Optional Services monies shall be retained by CITY.

6.1.3 Reimbursable Expenses. CITY will reimburse authorized Reimbursable Expenses as defined in Section 6.3 up to the maximum not-to-exceed amount specified in the Task Order. Unused amounts of those monies shall be retained by CITY.

6.1.4 Salary Costs. The maximum billing rates (“Maximum Billing Rates”) payable by CITY for each of CONSULTANT’s employee categories are shown on Exhibit C and are further described in Section 6.2.

6.1.5 Subconsultant Fees. CONSULTANT shall bill CITY for Subconsultant fees using the employee categories for Salary Costs on Exhibit C as defined in Section 6.2 and Reimbursable Expenses defined in Section 6.3. CONSULTANT shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

6.1.6 Phased Amounts. Payments for Services shall be paid out in accordance with the project’s phasing specified in the Task Order and shall not exceed the amount set forth in the Task Order. The invoiced fee amount for each phase will be subject to retainage as set forth in Section 6.5.

6.2 Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Task Order issued under this Agreement. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be CONSULTANT’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 6.2 inclusive of the subsections below.

6.2.1 CONSULTANT shall require all its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for CONSULTANT and Subconsultants as shown in Exhibit C are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit C for CONSULTANT or any Subconsultant, CONSULTANT shall reimburse CITY based upon the actual costs determined by the audit. CITY may withhold the amount CONSULTANT is required to reimburse CITY from any payment due CONSULTANT.

6.3 Reimbursable Expenses. 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).

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

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

expenses shall be reviewed and approved by CITY prior to incurring such expenses.

#### 6.4 Method of Billing.

6.4.1 For Not-To-Exceed Amount Compensation. CONSULTANT shall submit billings, which are identified by the specific task order and project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the Work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of Work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. 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. It shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

#### 6.5 Payment Procedure.

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

6.5.2 Unless otherwise provided in this section, retainage in the amount of five percent (5%) of each invoice shall be retained by CITY until satisfactory completion of the applicable phase. When the Work to be performed on all phases under a Task Order are fifty percent (50%) complete, upon written request by CONSULTANT and written approval by the Contract Administrator that the Work is progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

6.5.3 Upon CONSULTANT's completion of each phase to the satisfaction of the Contract Administrator, CITY shall remit to CONSULTANT any amounts withheld as retainage for that phase.

6.6 CONSULTANT shall pay subconsultants and suppliers providing Services under any Task Order issued in accordance with this Agreement within fifteen (15) days

following receipt of payment from CITY for such subcontracted work or supplies. If CONSULTANT withholds an amount as retainage from a subconsultant or supplier, CONSULTANT shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from CITY. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to all subconsultants and suppliers. CONSULTANT shall include requirements substantially similar to those set forth in this section in its contracts with subconsultants and suppliers.

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

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

Payment Card Industry (PCI) Compliance:

CONSULTANT agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. CONSULTANT and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the CITY. Failure to produce documentation could result in termination of the Agreement.

**ARTICLE 7. - OPTIONAL AND ADDITIONAL SERVICES;  
CHANGES IN SCOPE OF SERVICES**

7.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the CITY's Code of Ordinances and applicable City resolutions.

7.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under an operative Task Order. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the CITY Procurement Code and must be contained in a written amendment or change order, executed by the Parties hereto, with the same formality and of equal dignity herewith.

7.3 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 or the City Manager's designee for resolution. The City Manager's decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

## **ARTICLE 8. - REPRESENTATIONS AND WARRANTIES**

8.1 Representation of Authority. CONSULTANT represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CONSULTANT, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CONSULTANT has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to CONSULTANT. CONSULTANT further represents and warrants that execution of this Agreement is within CONSULTANT's legal powers, and each individual executing this Agreement on behalf of CONSULTANT is duly authorized by all necessary and appropriate action to do so on behalf of CONSULTANT and does so with full legal authority.

8.2 Solicitation Representations. CONSULTANT represents and warrants that all statements and representations made in CONSULTANT's proposal, statement of qualifications, bid, or other supporting documents submitted to CITY in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date CONSULTANT executes this Agreement, unless otherwise expressly disclosed in writing by CONSULTANT.

8.3 Contingency Fee. CONSULTANT represents that it has not paid or agreed to pay any person or entity, 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. If this Agreement is subject to Section 287.055, Florida Statutes (2025), as may be amended or revised, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

8.4 Truth-In-Negotiation Representation. CONSULTANT's compensation under this Agreement is based upon its representations to CITY, and CONSULTANT certifies that the wage rates, factual unit costs, and other information supplied to substantiate CONSULTANT's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date CONSULTANT executes this Agreement. CONSULTANT's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.5 Public Entity Crime Act. CONSULTANT represents that it is familiar with the

requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, and represents that its entry into this Agreement will not violate that Act. CONSULTANT further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes (2025), as may be amended or revised, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the CITY’s competitive procurement activities.

8.6 Scrutinized Companies and Other Entities. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Consultant also certifies that it is not participating in a boycott of Israel, as provided in Section 287.135, Florida Statutes (2025). The City may terminate this Agreement at the City’s option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), 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 (2025), as may be amended or revised. In addition, if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the Consultant may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

8.7 E-Verify. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

8.7.1 The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

- 8.7.2 The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.
- 8.7.3 The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
- 8.7.4 An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
- 8.7.5 CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this section DD. in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

8.7 Warranty of Performance. CONSULTANT represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. CONSULTANT represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.8 Breach of Representations. In entering into this Agreement, CONSULTANT acknowledges that CITY is materially relying on the representations and warranties of CONSULTANT stated in this Article. CITY shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such

representation or warranty is false, CITY shall have the right, at its sole discretion, to terminate this Agreement without any further liability to CONSULTANT, to deduct from the compensation due CONSULTANT under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to CONSULTANT under this Agreement. Furthermore, a false representation may result in debarment from CITY's competitive procurement activities.

## **ARTICLE 9. - TERMINATION**

9.1 Termination. This Agreement or any Task Order issued under this Agreement may be terminated for cause by the CITY if CONSULTANT has not corrected the breach within ten (10) days after receipt of written notice from the CITY identifying the breach. This Agreement may also be terminated for convenience by the City Commission. Termination for convenience by the City Commission shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Task Order was approved by City Commission action, termination for cause by CITY of the Agreement or Task Order, as applicable, must be by action of the City Commission or the City Manager; in all other instances termination for cause may be affected by the City Manager, the CITY representative expressly authorized under this Agreement, on behalf of CITY. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If CITY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement or any Task Order issued under this Agreement, may be terminated for cause by CITY for reasons including, but not limited to, any of the following:

9.2.1 CONSULTANT's failure to suitably perform the Work, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Task Order, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices.

9.2.2 If CONSULTANT is a "scrutinized company" pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, if CONSULTANT is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 If this Agreement or any Task Order issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any Services properly performed under

this Agreement or operative Task Order through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. CONSULTANT acknowledges and agrees that it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

9.5 In addition to any right of termination stated in this Agreement, CITY shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

9.6 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 items. CONSULTANT shall have no right to terminate this Agreement for convenience of CONSULTANT.

## **ARTICLE 10. - INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies and coverage are required:

### **Professional Liability**

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

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary

of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

#### Business Automobile Liability

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

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

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

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute. CONSULTANTS ineligible for a State exemption certificate agree that they are excluded from any benefits, from the CITY, afforded under Chapter 440, Florida Statutes.

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

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws.

#### Insurance Certificate Requirements

CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are

unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement. 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.

In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.

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.

- I. The CITY shall be included as an Additional Insured on all liability policies, with the exception of Professional Liability and Workers' Compensation.
- II. The CITY shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
- III. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

CITY of Fort Lauderdale  
c/o Procurement Services Department  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

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

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

CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests for this Agreement, its officials, employees, and volunteers. Any insurance or

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

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

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

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

**ARTICLE 11. - MINORITY AND DISADVANTAGED  
PARTICIPATION; NON-DISCRIMINATION, EQUAL EMPLOYMENT  
OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

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

11.2 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.

11.3 CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or in 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.

11.4 CONSULTANT shall comply with Title I of the ADA 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.

11.5 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.

## **ARTICLE 12. - MISCELLANEOUS**

12.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with CONSULTANT to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more CITY employees with authority pertaining to day-to-day project management or activities for each Task Order. CONSULTANT shall notify Contract Administrator in writing of CONSULTANT's representative(s) to whom matters involving the Task Order shall be addressed.

12.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by CONSULTANT in connection with performing Services under this Agreement or any Task Order shall be owned by CITY and shall be deemed works for hire by CONSULTANT and its agents; if the Services are determined not to be a work for hire, CONSULTANT hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to CITY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents created by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to CONSULTANT may be withheld until all documents are received as provided in this Agreement. CONSULTANT shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

12.3 Ownership of Documents. All documents including, but not limited to, drawings, renderings, models, reports, photographs, surveys, and documents prepared or furnished by CONSULTANT, its dependent professional associates, and subconsultants, pursuant to this Agreement shall be owned by the CITY. Drawings, renderings, models, reports, photographs, surveys, and other documents prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

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

12.4 To the extent CONSULTANT is acting on behalf of CITY as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

12.4.1 Keep and maintain public records required by CITY to perform the services under this Agreement;

12.4.2 Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law;

12.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to CITY; and

12.4.4 Upon completion or termination of this Agreement, transfer to CITY, at no

cost, all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the services. If CONSULTANT transfers the records to CITY, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt. If CONSULTANT keeps and maintains the public records, upon the completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

**12.5 Audit Rights 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 all Contract Records (as defined below) 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. Contract Records shall, upon reasonable notice, be open to CITY inspection and subject to audit and reproduction during normal business hours. CITY audits and inspections pursuant to this section may be performed by any CITY representative (including any outside representative engaged by CITY). CITY may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). CITY may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on- site inspection with CONSULTANT's employees, subconsultants, vendors, or other labor.

**12.6 Subconsultants.** CONSULTANT shall utilize only the subconsultants identified in the Schedule of Subconsultants, to provide the Services under this Agreement. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. CONSULTANT shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 10 on CONSULTANT's subconsultants.

**12.7 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the CITY. CITY shall have the right to terminate this Agreement, effective immediately, if there is an

assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without CITY's prior written consent.

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.

12.8 Indemnification of City. 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 intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.8.1 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 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.

12.10 Amendments. 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.

12.11 Notices. Whenever either Party desires to give notice to the other, such notice must be in writing with proof of delivery or receipt. The notice shall be address to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving

notice:

To the City:

Ivey Kearson, Project Manager  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5389  
E-mail: [ikearson@fortlauderdale.gov](mailto:ikearson@fortlauderdale.gov)

With copies to:

City Manager  
City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, Florida 33316

and City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd, Suite 1320  
Fort Lauderdale, Florida 33301-1016

For Consultant:

John C. Bills, Manager  
ARTAIC GROUP LLC  
1422 Hayes Street  
Hollywood, FL 33020  
E-mail: [john.bills@ArtaicGroup.com](mailto:john.bills@ArtaicGroup.com)

12.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.13 Consultant’s Staff. CONSULTANT will provide the key staff identified in its proposal for each Task Order 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 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; upon such reasonable justification, CONSULTANT shall use good faith efforts to remove or reassign

the staff at issue.

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

12.15 Regulatory Capacity. Notwithstanding the fact that CITY is a political subdivision with certain regulatory authority, CITY's performance under this Agreement is as a Party to this Agreement and in the capacity as owner. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred under CITY's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a Party to this Agreement.

12.16 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement. CITY is a political subdivision as defined in Section 768.28, Florida Statutes (2025), as may be amended or revised, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes (2025), as may be amended or revised.

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

12.18 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 and care related to its performance under this Agreement.

During the term of this Agreement, none of CONSULTANT's officers or employees shall serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONSULTANT is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSULTANT or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative

or legal proceeding.

If CONSULTANT is permitted under this Agreement to utilize Subconsultants to perform any Services required by this Agreement, CONSULTANT shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

12.19 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.20 Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.21 Severability. 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. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

12.23 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.24 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

**IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 Reuse of Deliverables. CITY may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A or any Task Order); and CONSULTANT agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for any services rendered under this Agreement for other projects on other sites, CONSULTANT will be paid a reuse fee to be negotiated between CONSULTANT and CITY, subject to approval by the proper awarding authority. Each reuse shall include all Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornaments, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

12.26 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.27 Anti-Human Trafficking, Kidnapping, Custody And Related Offenses. As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

12.28 Foreign Countries of Concern. As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

**CITY**

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

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

By: \_\_\_\_\_  
RICKELLE WILLIAMS  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and Correctness:  
Shari L. McCartney, City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONSULTANT**

WITNESSES:

**ARTAIC GROUP LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
John C. Bills, Manager

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

\_\_\_\_\_  
Signature

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by John C. Bills as Manager for ARTAIC GROUP LLC, a Florida limited liability company.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

### **1.1 PURPOSE**

The activities described herein shall not be considered an exhaustive list of the tasks the selected firm(s) may be required to perform. The City reserves the right, in its sole and absolute discretion, to request additional services that fall within the general scope of Services and are consistent with activities typically performed by CEI firms, provided the selected firm(s) possess the necessary qualifications, experience, and capacity to perform such services.

#### **1.1.1 Fire Rescue Station No. 13**

This Project is located at 2871 East Sunrise Boulevard, Fort Lauderdale, Florida 33301. The purpose of the Project is to demolish the existing Fire Station #13 and construct a new 13,940-square-foot facility. The new station will serve as a Battalion Station with four (4) apparatus bays and accommodation for twelve (12) firefighters. The scope of work under the Design-Build agreement includes, but is not limited to, the design, permitting, construction, project management, and certification of the new Battalion Fire Station.

#### **1.1.2 Emergency Medical Station No. 88**

This Project is located at 507 SE 11th Court, Fort Lauderdale, Florida 33316. The purpose of the project is to construct a new 9,014-square-foot Emergency Medical Station with two (2) apparatus bays and accommodation for seven (7) firefighters. The scope of work under the Design-Build contract includes, but is not limited to, the design, permitting, construction, project management, and certification of the new Emergency Medical Station.

### **1.2 SCOPE OF SERVICES**

The Consultant shall be responsible for providing all necessary CEI and management services, as requested by the City, to support the full execution, coordination, inspection, and successful completion of the Fire Rescue Station #13 ("FS #13") and Emergency Medical Station #88 ("EMS #88") Projects.

### **1.3 FUNCTIONAL AREAS**

#### **1.3.1 General**

The CEI services for FS #13 and EMS #88 shall include all services outlined in the solicitation and subsequent agreement between the City and the selected CEI firm. The selected CEI firm shall provide all necessary labor, supervision, and expertise required to fulfill the responsibilities of the Agreement. The selected Consultant shall:

- a. Serve as the City's authorized representative and agent for all matters related to the Projects.

- b. Provide adequate organization, staffing, and management to execute the requirements of the Agreement efficiently, cost-effectively, and in a manner consistent with the best interests of the City.
- c. Maintain all required credentials from the State of Florida, ensuring that the firm and key personnel remain in good standing as licensed Architects or Engineers for the duration of the Agreement.
- d. Ensure that all on-site personnel display employer-issued photo identification and are able to read, write, and speak English. All personnel shall wear appropriate personal protective equipment (PPE) at all times while on the project site.

### **1.3.2 Task 1 – Construction Phase**

The construction phase shall begin when the Contractor commences the work described in the Contract Documents, excluding mobilization activities and establishment of site offices, and shall conclude sixty (60) days after the Contractor receives final payment.

During this phase, the CEI firm shall provide administrative, management, and related services necessary to coordinate the Contractor’s scheduled activities and responsibilities with those of the CEI firm and the City. The CEI firm shall endeavor to manage and monitor the project in accordance with the latest approved construction cost estimate, the project schedule, and all applicable Contract Documents.

The CEI firm’s responsibilities during the construction phase may include, but are not limited to, the following:

#### **1.3.2.1 - Project Management and Coordination**

- a. Schedule, chair, and document all construction meetings, including pre-construction and progress meetings, and distribute agendas and minutes.
- b. Coordinate Contractor activities with the City’s operational needs and required site activities.
- c. Maintain and distribute project documentation, including digital and hard-copy correspondence, permits, licenses, insurance, and regulatory information.
- d. Maintain the project site visitor log and manage Notice to Owner.
- e. Relay and document City policies and requirements to the Contractor and monitor compliance.
- f. Coordinate the use of work, staging, and storage areas.
- g. Coordinate delivery, storage, protection, and security of City-furnished materials and equipment.
- h. Provide interpretations of the Contract Documents and assist in resolving questions or disputes.

### **1.3.2.2 - Documentation, Reporting and Records Management**

- a. Create, maintain, and distribute project logs, including RFIs, submittals, shop drawings, change orders, testing, claims, unforeseen conditions, and action items.
- b. Maintain an updated set of project documents, including Contracts, Drawings, Specifications, Change Orders, approved submittals, and a current record copy of project changes.
- c. Track and review Contractor redlines and maintain as-built documentation.
- d. Keep daily logs that document weather, manpower, equipment, materials, progress, testing, issues, and project impacts.
- e. Prepare and submit routine progress reports, including work status, quality, and percent completion.
- f. Maintain survey records of key elevations, layout lines, and levels.

### **1.3.2.3 - Schedule and Cost Management**

- a. Review and track Contractor schedule updates; recommend corrective action when milestones are at risk.
- b. Monitor construction costs, including actual vs. budgeted costs, and advise the City of variances.
- c. Prepare cash flow reports and cost forecasts.
- d. Maintain cost accounting records for unit-price work, additional work, and labor/material-based tasks.
- e. Prepare cost estimates for alternate work or potential change orders.
- f. Review Contractor risk-management and access-control plans and monitor compliance.

### **1.3.2.4 - Payment Processing and Financial Controls**

- a. Develop and implement procedures for reviewing and processing progress and final payment applications.
- b. Review Contractor pay applications, verify accuracy against work completed, and certify amounts due.
- c. Track pay applications through the City's Finance and Procurement processes.
- d. Verify completion of required work, including as-built updates, before recommending payment.
- e. Prepare and transmit recommendations on Contractor claims; negotiate proposals when directed and prepare change orders or Construction Change Directives for City approval.

#### **1.3.2.5 - Submittal, RFI and Quality Assurance**

- a. Establish and implement procedures for efficient review and processing of RFIs, shop drawings, product data, samples, test results, and other submittals.
- b. Review submittals for conformance and forward approved items to the City.
- c. Provide timely responses to avoid delays to the Contractor or City.
- d. Review Contractor designs when submitted and provide recommendations.

#### **1.3.2.6 - Inspection, Testing and Compliance**

- a. Provide general construction inspection services, including photo/video documentation and written reports.
- b. Provide special inspections or engineering specialty reviews as required.
- c. Determine whether the Contractor's work generally conforms to Contract Document requirements; recommend rejection of non-conforming work when warranted.
- d. Coordinate and schedule required testing services, both on-site and offsite, and provide witness services.
- e. Monitor Contractor compliance with applicable laws, regulations, codes, standards, and safety requirements.
- f. Review Contractor access control and adherence to safety and risk-management plans.
- g. Ensure proper material storage, hazardous material handling, and adherence to site control procedures.
- h. Track all required governmental and regulatory inspections and ensure all approvals are obtained.

#### **1.3.2.7 - Commissioning, Startup and Closeout**

- a. Schedule, observe, and document startup and testing of utilities, equipment, systems, and control systems, coordinating with City maintenance personnel.
- b. Track and verify Contractor completion of punch list items.
- c. Conduct substantial completion inspections with the City; prepare certificates of Substantial Completion and lists of incomplete work.
- d. Assist with final inspections and preparation of Final Completion documentation.
- e. Collect and transmit warranties, O&M manuals, keys, manuals, record drawings, and maintenance stock to the City.
- f. Coordinate Contractor training for City staff and document training sessions.

- g. Apply for and track closeout permits, certifications, and other required documents.

#### **1.3.2.8 - Claims, Change Management and Issue Resolution**

- a. Review, evaluate, and document Contractor claims and provide recommendations to the City.
- b. Assist the City in claim negotiations and preparation of required documentation.
- c. Issue project correspondence such as field directives, cure letters, notices of non-compliance, and other formal communications.
- d. Address issues promptly to prevent delays to the Contractor or City.

### **1.3.3 Task 2 – Post Construction Phase**

The CEI firm shall assist the City with project closeout and warranty activities. Post-construction responsibilities shall include, but are not limited to:

#### **1.3.3.1 - Project Documentation and File Management**

- a. Organize, secure, and transmit all project-related files to the City. Coordinate the organization and dissemination of final project files with the City Project Manager and relevant stakeholders.

#### **1.3.3.2 - Record Drawings**

- a. Prepare complete project record drawings in compliance with the City's CADD standards.

#### **1.3.3.3 - Warranty Inspections**

- a. Conduct warranty inspections, identify deficiencies, and track Contractor and subcontractor progress in correcting items.
- b. Assist the City with submitting and managing warranty claims as needed.

#### **1.3.3.4 - Lessons Learned and Recommendations**

- a. Upon completion of the project, issue a report identifying any issues which may need to be corrected on future projects.

## **1.4 DELIVERABLES**

### **1.4.1 Construction Phase**

During the construction phase, the CEI firm shall provide all deliverables required to support effective project administration, inspection, and documentation. Deliverables shall include agendas and minutes for all required meetings, daily construction logs documenting work activities, weather, manpower, equipment, and materials, and all project documentation necessary to manage and monitor the work, including logs for RFIs, submittals, shop drawings, testing, change orders, claims, and unforeseen conditions. The CEI firm shall furnish schedule tracking and analysis reports, construction cost

reports, cash flow projections, and recommendations for corrective action when schedule, budget, or contractual concerns arise. Additional construction-phase deliverables include reviewed and coordinated submittals and RFI responses, inspection reports supported by photographs and video, specialty inspection and test-witness documentation, and records verifying the Contractor's compliance with contract requirements, safety standards, and applicable codes. The CEI Firm shall also provide certified reviews of Contractor payment applications, supporting documentation for change orders or claims, financial records required by the City, and documentation related to the review, evaluation, and recommendation of Contractor claims.

#### **1.4.2 Post-Construction Phase**

During the post-construction phase, the CEI firm shall provide all deliverables associated with project closeout, turnover, training, and warranty administration. Deliverables shall include documentation of system startup and testing, certificates of Substantial Completion, punch list reports, final inspection reports, and all turnover materials such as warranties, operations and maintenance manuals, keys, and record drawings prepared in accordance with City CADD standards. The CEI firm shall organize and transmit all project closeout files to the City and provide documentation associated with Contractor-provided training for City personnel, including schedules, agendas, and attendance records. The CEI firm shall also provide all documentation associated with the initiation, processing, and monitoring of warranty claims, including warranty inspection reports and tracking of corrective actions by the Contractor and subcontractors. A final report summarizing lessons learned and recommendations for future City projects shall also be submitted.

### **1.5 SCHEDULE**

The selected Design Build Firm (DBF) is expected to complete both Projects as expeditiously as possible. The estimated construction duration for **each** Project is 589 calendar days. This duration is provided for planning purposes only and is subject to change. The CEI firm shall be responsible for providing all necessary staffing, oversight, documentation, and services required to support the Projects through full completion, regardless of any extension, acceleration, delay, or other adjustment to the construction schedule. The CEI's obligations shall remain in effect for the entire duration of the construction Projects and any authorized time extensions until all project closeout requirements have been satisfied.

**END OF SECTION**

**EXHIBIT B**  
**SCHEDULE OF SUBCONSULTANTS**

Conemco Engineering, Inc.

**EXHIBIT C  
MAXIMUM BILLING RATES**

Event No.: 562

Event Title: Construction Engineering and Inspection (CEI) Services for Fire Station #13  
and Emergency Medical Station #88

Prime Consultant: **ARTAIC GROUP LLC**

Labor Title	Maximum Billing Rate	UOM
Principal	\$210	Per Hour
Project Director	\$195	Per Hour
Senior Project Manager	\$180	Per Hour
Senior Scheduler	\$150	Per Hour
Senior Cost Estimator	\$150	Per Hour
QA/QC Manager	\$180	Per Hour
Project Manager	\$150	Per Hour
Scheduler	\$135	Per Hour
Estimator	\$135	Per Hour
Assistant Project Manager	\$120	Per Hour
Grant Writer	\$135	Per Hour
Administrative Support	\$80	Per Hour

**Exhibit C**  
**Maximum Billing Rates**

Event No.: 562

Event Title: Construction Engineering and Inspection (CEI) Services for Fire Station #13  
and Emergency Medical Station #88

Subconsultant: **CONEMCO ENGINEERING, INC.**

<b>Labor Title</b>	<b>Maximum Billing Rate</b>	<b>UOM</b>
Threshold Inspector	\$225.00	Hour
Structural Engineer	\$200.00	Hour
MEP Engineer	\$160.00	Hour
Senior Inspector	\$160.00	Hour
Inspector	\$126.00	Hour
Administrative Assistant	\$80.00	Hour

**Exhibit C**  
**Maximum Testing Rates**

Event No.: 562

Event Title: Construction Engineering and Inspection (CEI) Services for Fire Station #13  
and Emergency Medical Station #88

<b>Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig</b>		
0 - 50 Foot Depth Interval	\$17.00	Foot
Grout Boreholes	\$9.00	Foot
Track/Mud Bug 0-50 Ft	\$21.00	Foot
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	\$600.00	Test
<b>SOIL TESTING</b>		
Field Density/Test (five [5] minimum)	\$40.00	Test
Standard Proctors	\$128.00	Test
Modified Proctors	\$128.00	Test
Limerock Bearing Ratio Test	\$300.00	Test
Atterberg Limit Test	\$95.00	Test
<b>SAMPLING and TESTING OF FRESH CONCRETE</b>		
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory	\$ 80.00	Set of 4
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	\$70.00	Hour
<b>CONCRETE and MASONARY MATERIALS</b>		
Concrete Compression test (Min. four [4] cylinders per trip)	\$ 200.00	Set of 4
- Prepare cylinders & slump test on site, and deliver to lab		
Additional Concrete cylinders with slump	\$25.00	Each
Concrete Compression test only [delivered to lab]	\$20.00	Test
Slump test	\$35.00	Test
Stand-by (Beyond 1 hour on site)	\$70.00	Hour
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$300.00	Set of 6
2" x 2" - Includes preparation of Cubes on site	\$300.00	Set of 6
<b>AGGREGATE TESTING</b>		
Grain size determination:		
A. Full grain size (8 sieves)	\$75.00	Test
B. Wash through (#200)	\$55.00	Test

Sieve Analysis – Course Aggregate	\$75.00	Test
<b>ASPHALT TESTING</b>		
Asphalt Cores (obtaining core samples) (Min. 3)	\$155.00	Set of 3
<b>MISCELLANEOUS SERVICES</b>		
Percolation test (open hole)	\$450.00	Test
Exfiltration Test (SFWMD)	\$600.00	Test
<b>DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)</b>		
Truck - Mounted Rig	\$450.00	**Per Occurrence (50 mile travel)
Track - Mounted Rig	\$650.00	**Per Occurrence (50 mile travel)
<b>FOUNDATION TESTING SERVICES</b>		
Vibration/Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	\$3,000.00	Week (7 calendar days)
<b>SITE PREPARATION MONITORING &amp; TESTING</b>		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	\$40.00	Test
<b>MONITOR WELL INSTALLATION &amp; TESTING</b>		
Non-Environmental (2-inch diameter)*      0 - 25-ft depth	\$35.00	Foot
Environmental (2-inch diameter)*      0 - 25-ft depth	\$35.00	Foot
Well sampling *	\$70.00	Hour