

**AGREEMENT**

between

**City of Fort Lauderdale**

and

**HBC Engineering Company**

For

**Design Sidewalk Improvements Citywide**

**Request for Qualification (RFQ) Event No. 320**

## AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of July, 2026, is by and between:

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

And

HBC Engineering Company, a Florida  
Corporation, (hereinafter referred to as  
"CONSULTANT" or "Consultant").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of July 2, 2026, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Design Sidewalk Improvements Citywide, RFQ No.320, incorporated herein, (the "Agreement"); and

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

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

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 ADDENDUM: Means the Transportation Surtax Addendum for Municipal Consultant Contracts (Surtax Project #FORT-104, RFQ #320).
- 1.2 AGREEMENT: Means this document between the CITY and CONSULTANT dated July 2, 2026, and any duly authorized and executed Amendments to Agreement.
- 1.3 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.4 CHANGE ORDER: A written document ordering a change in the construction contract price or construction contract time or a material change in the construction work. The CONSULTANT may review and make recommendations to the CITY on any proposed

Change Orders, for approval or other appropriate action by the CITY.

- 1.5 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor on the Project(s).
- 1.6 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.7 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.8 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.9 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.10 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.11 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.12 CONSULTANT: HBC Engineering Company, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.13 CONTRACT ADMINISTRATOR: The Director of the City of Fort Lauderdale Transportation and Mobility Department, or such other person designated by the Director of the City of Fort Lauderdale Transportation and Mobility Department in writing. The Contract Administrator is the representative of Municipality concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The Director of the City of Fort Lauderdale Transportation and Mobility Department.
- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and

location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

- 1.26 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.27 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.
- 1.28 COUNTY: Broward County, a political subdivision of the State of Florida.

## ARTICLE 2 PREAMBLE

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

- 2.1 Pursuant to Section 287.055, Florida Statutes (2025), CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2025), and has selected CONSULTANT to perform services hereunder.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Engineering Services for the design of sidewalk improvements Citywide as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items,

CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4  
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2025), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5  
PRIORITY OF PROVISIONS

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

First priority: the Addendum.

Second priority: approved addenda, or amendments to this Agreement or to Task Orders issued pursuant to this Agreement.

Third priority: specifications (quality) and drawings (location and quantity) of CONSULTANT.

Fourth priority: this AGREEMENT.

Fifth priority: City of Fort Lauderdale Request for Qualifications (RFQ #320).

Sixth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications (RFQ #320).

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

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

## ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
  - 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or Contract Administrator's designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the

CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7  
TIME FOR PERFORMANCE; DAMAGES

- 7.1 This Agreement begins on July 2, 2026, and ends on January 31, 2027, except that in the event the Initial Term of the Funding Agreement described in the Addendum, as amended, (“Funding Agreement”), is extended, the term of this Agreement shall be extended automatically commensurately, unless otherwise agreed to by the Parties in writing. Consultant shall perform the Services within the time periods specified in Exhibit “A”. Time periods shall commence from the date of the applicable Notice to Proceed.
- 7.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services (and prior to commencing any phase or task of Services for which a separate Notice to Proceed is required). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents from one phase or task for the Contract Administrator’s review and approval prior to Consultant commencing Services for another phase or task.
- 7.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the result of an act or omission by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, or because of delays caused by factors outside the control of Consultant, the Contract Administrator has authority, in their sole discretion, and subject to a written amendment to either this Agreement or a Task Order, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed 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, along with an estimate of expected additional time necessary to complete the applicable Services and any request for additional compensation. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.
- 7.4 If Services are scheduled to end due to the expiration of this Agreement, at the request of Municipality, Consultant agrees to continue to provide Services for one (1) or more extension periods, not to exceed three (3) months in the aggregate, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated

for such Services at the rate in effect at the time the extension is exercised by Municipality. To exercise an extension authorized by this section, the Chief Procurement Officer must notify Consultant in writing, prior to the end of this Agreement, stating the duration of the extension, which must be within the authority of the Municipality's Chief Procurement Officer or otherwise authorized by the Commission.

- 7.5 The time for the performance of services described in individual assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY. Each Task Order shall establish the applicable Notice to Proceed ("NTP") date, performance schedule, milestones, and final completion date for the Services authorized therein. No Task Order may be issued after the expiration or termination of this Agreement. Any Task Order issued prior to the expiration or termination of this Agreement shall remain in full force and effect until completion of the Services and fulfillment of all obligations under such Task Order, unless otherwise expressly provided in the applicable Task Order, notwithstanding the expiration or termination of this Agreement.

## ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

### 8.1 AMOUNT AND METHOD OF COMPENSATION

#### 8.1.1 Not To Exceed Amount Compensation

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

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

### 8.2 REIMBURSABLES

- 8.2.1 Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses") shall be as provided in the Addendum.

### 8.3 METHOD OF BILLING

- 8.3.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis, for all Salary Costs and Reimbursable Expenses attributable to the Services. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices must identify the specific project number, the nature of the Services performed, the total hours performed, and the employee category of the applicable individuals. Invoices must itemize and summarize all expenses by category and identify the personnel incurring the expense and the nature of the Services with which such expense was associated. Where prior written approval by Contract Administrator is required for the expense, a copy of said approval must accompany the invoice for such reimbursable. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of paid invoices or receipts that describe the amount and nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant must provide backup for past and current invoices that records hours and Salary Costs by employee category, expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.
- 8.3.2 For Lump Sum Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. These invoices must identify the specific project number, the nature of the Services performed, the phase of work, and the estimated percent of Services accomplished on each phase or task. Invoices for each phase or task shall not exceed the amounts allocated to said phase or task. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant must provide backup for past and

current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### 8.4 METHOD OF PAYMENT

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

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

8.4.3 Payments made by CITY to CONSULTANT shall be by check.

8.4.4 Payment will be made to CONSULTANT at:

HBC Engineering Company  
5200 NW 33rd Avenue, Suite 211  
Fort Lauderdale, FL 33309

#### 8.5 Subconsultants

Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from Municipality 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 after receipt of payment of retained amounts from Municipality. 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.

### ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

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

compensate CONSULTANT for such additional services as provided in Article 8.

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

#### ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and

Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the CITY;

- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one “best value” bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT’s work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction

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

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

10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

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

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best

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

ARTICLE 11  
CITY'S RESPONSIBILITIES

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

ARTICLE 12  
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2025), as may be amended or revised.

12.2 TERMINATION

- 12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice

to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. Upon payment of any such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request.

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

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

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

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of five (5) years after expiration or termination of this Agreement

or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including any outside representative engaged by either entity). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County 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.

12.3.1 Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

12.3.2 Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace for such review. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

12.3.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Consultant shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Consultant shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge,

including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Consultant.

12.3.4 Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations as stated in Article 7 of the Addendum and Section 12.3 of this Agreement.

#### 12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND CBE/SBE COMPLIANCE

12.4.1 Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.4.2 By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

12.4.3 Consultant shall comply with all applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

12.4.4 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit "C" (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit "C" and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

12.4.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified and their participation approved in advance by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant

believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Services and no CBE firm is available to perform the modified Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant.

12.4.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81, et seq. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

12.4.7 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, et seq., of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

12.4.8 County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Task Order to this

Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Task Orders, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Task Order, and shall report such efforts, along with evidence thereof, to OESBD.

12.4.9 Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist identified by OESBD. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator, in conjunction with OESBD, shall perform such review and monitoring, unless otherwise determined by the County Administrator.

12.4.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 8.5.

12.5 [Reserved.]

## 12.6 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes (2025), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of this Agreement and may result in CONSULTANT debarment.

## 12.7 SUBCONSULTANTS

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

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract

Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

- AREHNA Engineering, Inc.
- KCI Technologies, Inc.
- Longitude Surveyors, LLC
- Media Relations Group, LLC

## 12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

## 12.9 INDEMNIFICATION OF CITY

12.9.1 Consultant shall indemnify and hold harmless CITY and its current, past, and future 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.

12.9.2 The provisions of Section 12.9 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by CITY.

## 12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place

a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2025), or to extend the CITY's liability beyond the limits established in said Section 768.28 (2025), and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, 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 coverages are required:

##### **Commercial General Liability**

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be 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.

**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.

**Business Automobile Liability**

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

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

**Workers' Compensation and Employer's Liability**

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

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

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

**Insurance Certificate Requirements**

- a. Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, 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 with 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 Consultants and subconsultants comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Consultant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Consultant.

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

**Insurance – Subconsultants**

Consultant shall require all of its subconsultants to provide the aforementioned coverage as well as any other coverage that the Consultant may consider necessary, and any deficiency in the coverage or policy limits of said subconsultants will be the sole responsibility of the Consultant.

**12.12 REPRESENTATIVE OF CITY AND CONSULTANT**

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

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

**12.13 ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained

in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

#### 12.14 CONSULTANT'S STAFF

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

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

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

#### 12.15 INDEPENDENT CONTRACTOR

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

#### 12.16 THIRD PARTY BENEFICIARIES

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

#### 12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The

election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

#### 12.22 JOINT PREPARATION

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

#### 12.23 PRIORITY OF PROVISIONS

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

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

#### 12.25 SOLICITATION AND EXHIBITS

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

#### 12.26 ONE ORIGINAL AGREEMENTS

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

original.

## 12.27 NOTICES

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

CITY: Danica Grujicic  
Senior Project Manager  
Capital Projects Department  
City of Fort Lauderdale  
101 NE 3rd Avenue, Suite 2100  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5734

With a copy to: City Manager  
City of Fort Lauderdale  
401 Southeast 21st Street  
Fort Lauderdale, Florida 33316

and

City Attorney  
City of Fort Lauderdale  
401 Southeast 21st Street  
Fort Lauderdale, Florida 33316

CONSULTANT: Hernan Lugo MS, PE, CFM  
Project Manager  
HBC Engineering Company  
5200 NW 33rd Avenue, Suite 211  
Fort Lauderdale, FL 33309

## 12.28 ATTORNEY FEES

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

## 12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses,

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

#### 12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

#### 12.31 STANDARD OF CARE

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

#### 12.32 TRUTH-IN-NEGOTIATION REPRESENTATION

Consultant's compensation under this Agreement is subject to Section 8.3 of the Addendum.

#### 12.33 EVALUATION

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

#### 12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

The CONSULTANT certifies that it is not participating in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the CONSULTANT is found to have 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. 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.

12.36 PUBLIC RECORDS

Notwithstanding any other provision in this Agreement, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

- 12.36.1 Keep and maintain public records required by Municipality or County or both to perform the services under this Agreement;
- 12.36.2 Upon request from Municipality or County or both, provide Municipality or County or both 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, or as otherwise provided by Applicable Law;
- 12.36.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality or County; and
- 12.36.4 Upon completion or termination of this Agreement, transfer to Municipality or County or both, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality or County or both to perform the services. If Consultant transfers the records to Municipality or County or both, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If

Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality or County or both upon request in a format that is compatible with the information technology systems of Municipality or County or both.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Municipality or County or both to enable Municipality or County or both to timely respond to the public records request. Municipality and/or County will respond to all such public records requests.

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of Municipality’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and County and Municipality’s and County’s employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of Restricted Material in response to a third-party request.

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

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

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### 12.37 INTELLECTUAL PROPERTY

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

#### 12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY;

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

#### 12.39 REPRESENTATION OF AUTHORITY

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

#### 12.40 NON-DISCRIMINATION

The CONSULTANT shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that the CONSULTANT offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the CONSULTANT will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

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

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

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

#### 12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the CONSULTANT

and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The CITY, the CONSULTANT, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.

3. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the CONSULTANT otherwise complied with Subsection 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 subcontractor, and the CONSULTANT shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(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 contract under Paragraph 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 contract was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section 12.41, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section 12.41 in their subcontracts. CONSULTANT shall be responsible for compliance by any and all subcontractors, as defined in Subsection 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.

#### 12.42 ANTI-HUMAN TRAFFICKING.

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or 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).

#### 12.43 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.

#### 12.44 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

#### 12.45 AUDITING

Audit Rights and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of Municipality, CONTRACTOR, CONSULTANT, and SUBCONTRACTORS (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers,

insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor.

#### 12.46 DRUG-FREE WORKPLACE.

To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

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

City of Fort Lauderdale

By: \_\_\_\_\_  
Rickelle Williams, City Manager

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

HBC Engineering Company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Adebayo Coker, President

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

\_\_\_\_\_  
Signature

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

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Edgardo Diaz, Vice President

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Adebayo Coker as President for HBC Engineering Company, a Florida corporation.

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

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

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The City of Fort Lauderdale is seeking the services of a qualified consulting firm(s) to provide Professional Services related to Design Services for a Citywide Sidewalk Improvement Project. The scope of work for the construction consists of the preparing sidewalk design plans and specifications, sign, and sealed drawing, OPC phasing schedule, Responding to RFI, and obtaining required design permits. The design duration is expected to be 6 months.

The Design services shall be provided by a qualified Florida consultant firm that can meet the Broward County CBE requirements.

#### **1.1 Scope of Services**

The Scope of Services for qualified engineering firms in response to this Request for Qualifications (RFQ) for the purpose of managing the overall delivery to include, but not be limited to, the following:

- a. Prepare conceptual planning documents.
- b. Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- c. Provide public education/notification assistance.
- d. Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- e. Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- f. Review, analyze, and provide recommendations on existing utilities, potential utility relocations and capital improvement plans.
- g. Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
- h. Prepare legal descriptions, exhibits, and surveys.
- i. Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- j. Prepare project status reports.
- k. Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- l. Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- m. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

- n. Participate in pre-construction conference as requested by the City.
- o. Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- p. Review and provide recommendations to requests for information, requests for changes, and claims to the City arising during construction activities.
- q. Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- r. Review as-built drawings provided by the construction contractor and provide written comments to the City.
- s. The consultant or its subconsultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards, and specifications.

## **1.2 Functional Areas**

- Site Preparation, Landscaping & Irrigation
- Utilities (Electrical, Telecom, Water & Lighting}
- Storm Water System
- Paving & Parking
- Streetscape/Furnishings/Equipment
- Pedestrian-Oriented Shared-Use Bridge
- Plazas; Walkways, Pavilions & Advanced intermodal & Multimodal Station **(AIMS)**
- Roadway Improvements
- Professional Services - Landscape Architecture and Engineering
- Professional Fees - Surveys, permit fees

## **1.3 Tasks**

Prepare Sidewalk Design Plans and specifications based on stakeholder meetings (construction ready and sealed by Engineer of Record) including cost estimates, phasing, schedule estimates and request for Information {RFI) responses to design, following the 100% submittal.

### **Task 1: Concept and schematic Design Services**

- Generate a 15% comprehensive site/master plan with uniform character design and materials throughout the various locations identified by the City of Fort Lauderdale.
- Clearly articulate proposed design enhancements through narratives, drawings, renderings, and multimedia, acceptable for endorsement by TAM director and stakeholders.
- Strong design solution identifying components including landscape, hardscape, plant materials, lighting, pedestrian access, and additional art design elements, if applicable.
- Kickoff and ongoing internal and external coordination meeting minutes.
- Progress reports.
- Coordination meetings with the City and other key stakeholders.

- Gather and review data, site assessment and base mapping.
- Design criteria and parameters.
- Design reviews and responses to comments Stakeholders will have a two-week review period to submit written comments and the consultant will have a one-week period to submit written responses).

**Task 2:**

- Generate 30% Design drawings with updated concept and schematic layout incorporating comments from review of 15% design drawings.
- Topographic Survey update.
- Hydraulic report on existing basins and anticipated changes.
- Prepare an itemized construction cost estimate and construction schedule estimate.
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one-week period to submit written responses).
- Upon completion and acceptance of the 30% submittal, the design concept will be fixed, features will be defined and the design concept will be approved.

**Task 3:**

- Generate 60% Design drawings, specifications, special provisions, schedule and cost estimate.
- Identify and address any conflicts between proposed sidewalk improvements existing conditions/proposed improvements by others.
- Construction sequencing, staging plans, MOT plans.
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one week period to submit written responses).

**Task 4:**

- Generate 90% Design drawings, specifications, special provisions, schedule and cost estimate.

**Task 5:**

- Generate 100% Design drawings, specifications, special provisions, schedule, and cost estimate.
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one-week period to submit written responses).

**Task 6:**

- Responding to the Contractor's requests for information regarding the site, design plans, quantities, specifications, phasing, and special provisions. The Consultant will respond to request for Information (RFI) submitted by the contractor to the construction

Engineering and Inspection (CEI) Consultant. The task includes reviewing the construction plans and specifications to research the RFI and preparing a response.

**EXHIBIT “B”**  
**MAXIMUM BILLING RATES**

Event No: 320

Event Title: Design Sidewalk Improvements Citywide

Prime Consultant: **HBC Engineering Company**

<b>Job Title</b>	<b>Hourly Rate</b>
Administrative Support – Junior	89.34
Administrative Support – Mid	98.08
Administrative Support – Senior	115.39
CADD Technician – Junior	120.00
CADD Technician – Mid	130.00
CADD Technician – Senior	135.00
Communications / Outreach – Mid	115.39
Construction Estimating	160.00
Constructability Review	217.82
Electrical Engineer – Mid	181.35
Electrical Engineer – Senior	248.16
Engineer – Entry/Mid	153.86
Engineer – Mid	181.35
Engineer – Principal	289.71
Engineer – Senior	248.16
Engineering Technician – Mid	111.15
Engineering Technician – Senior	123.10
Environmental – Senior	215.85
Environmental – Technician	105.88
GIS Analyst – Junior	100.87
Graphic / Visualization – Senior	123.07
Project Administration / Controls – Mid	137.60
Project Manager – Mid	222.71
Project Manager – Principal	269.89
Project Manager – Senior	254.52
Quality Control/Quality Assurance	215.39
Structural Engineer – Entry/Mid	118.69
Structural Engineer – Mid	223.56
Senior Structural Engineer	146.14
Traffic Engineer – Junior	100.00
Traffic Engineer – Mid	115.20
Senior Traffic Engineer	261.54
Transportation Planner / Analyst – Mid	165.49
Transportation Planner / Analyst – Senior	226.16
Utility Coordinator – Junior	106.88
Utility Coordinator – Senior	181.54

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Subconsultant: **AREHNA Engineering, Inc.**

<b>Job Title</b>	<b>Hourly Rate</b>
Principal Engineer	249.75
Chief Engineer	257.25
Senior Engineer	147.59
Project Manager	202.08
Engineer	171.80
Professional Geologist	149.00
Engineer Intern	121.76
CADD/Computer Technician	105.00
Senior Engineering Technician	103.86
Engineering Technician	75.00
Technical Secretary	85.00
Secretary/Clerical	78.00

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Subconsultant: **KCI Technologies, Inc.**

<b>Job Title</b>	<b>Hourly Rate</b>
Senior Landscape Architect	213.25
Landscape Architect	160.00
Landscape Designer	100.00
Certified Arborist	145.00

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Subconsultant: **Longitude Surveyors, LLC**

<b>Job Title</b>	<b>Hourly Rate</b>
Principal	195.00
Professional Surveyor & Mapper	175.00
Senior CADD Technician	115.00
CAD Technician	108.30
CAD Technician	90.00
Survey Technician	125.00
Project Manager	136.80
Survey Field Crew (2-Man Crew)	129.80
Survey Field Crew (3-Man Crew)	201.46
Survey Field Crew (4-Man Crew)	230.24
Designating Services (2-Man Crew)	264.53
Excavation Services (3-Man Crew)	325.75
Engineer	100.00

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Subconsultant: **Media Relations Group, LLC**

<b>Job Title</b>	<b>Hourly Rate</b>
Sr. Community Outreach Specialist	187.43
Community Outreach Specialist	105.94
Graphic Designer	127.94

**EXHIBIT "B"**  
**MAXIMUM TESTING RATES**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Subconsultant: **AREHNA Engineering, Inc.**

Test Title	Test Rates	UOM-Test
209 Asphalt Pavement Coring - 4in dia with Base Depth Check	201.58	EACH
211 Asphalt Pavement Coring - 6in dia with Base Depth Check	331.10	EACH
305 Concrete Pavement Coring - 4in Dia	264.61	EACH
401 Geo Auger Borings	12.76	LF
432 Geo Field Perm 0-10 Ft Open-End Borehole Method	475.00	EACH
440 Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	8.25	LF
478 Geo SPT Truck/Mud Bug 0-50 Ft	18.50	LF
488 Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	13.00	LF
531 Geo Truck/Mudbug Drill Rig and Crew	295.00	HOURL
603 Mobilization Asphalt Coring Equipment	480.00	EACH
606 Mobilization Concrete Coring	480.00	EACH
612 Mobilization Drill Rig Truck Mount	705.77	EACH
805 Soils Corrosion Series FM 5-550 through 5-553	291.79	TEST
810 Soils Limerock Bearing Ratio (LBR) FM 5-515	465.00	TEST
811 Soils Liquid Limit AASHTO T89	76.00	TEST
812 Soils Materials Finer than 200 Sieve FM 1-T011	60.00	TEST
817 Soils Moisture Content Laboratory AASHTO T265	25.00	TEST
819 Soils Organic Content Ignition FM 1 T-267	60.00	TEST
822 Soils Particle Size Anlys AASHTO T88	90.00	TEST
826 Soils Plastic Limit & Plasticity Index AASHTO T90	82.00	TEST
900 Maintenance of Traffic - Lane Closure	1,544.40	DAY
901 Maintenance of Traffic - Lane Closure with Flaggers	2,197.80	DAY
902 Maintenance of Traffic - Intersection	2,350.00	DAY
904 Geophysical Survey (GPR)	1,836.20	DAY

**EXHIBIT "B"**  
**MAXIMUM TESTING RATES**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Subconsultant: **Longitude Surveyors, LLC**

Test Title	Test Rates	UOM-Test
Soft Digs / Test Holes / Pot Holes	1,000.00	PER HOLE

**Exhibit "C"**  
**CBE FIRMS**

Event No: 320  
Event Title: Design Sidewalk Improvements Citywide  
Prime Consultant: **HBC Engineering Company**

The Office of Economic and Small Business Development (OESBD) conducted a review of the respondent's compliance with the CBE Program requirements for the above referenced project. An overview is provided as follows: The CBE goal for this project: 30%.

**HBC Engineering Company(Prime)**

<b>Company</b>	<b>Prime/Subconsultant</b>	<b>CBE</b>
Arehna Engineering, Inc.	Subconsultant	10%
Longitude Surveyors, LLC	Subconsultant	16%
Media Relations Group, LLC	Subconsultant	4%
	<b>Total</b>	<b>30%</b>

**CBE Compliance Comments:**

HBC Engineering Company submitted Letters of Intent (LOIs), executed with CBE firms that meet the established 30% goal, with their respective responses in accordance with the solicitation requirements and are therefore compliant with the CBE program requirements.



**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS  
(SURTAX PROJECT# FORT-104 RFQ EVENT # 320)**

This Transportation Surtax Addendum ("Addendum") is between the City of Fort Lauderdale, a municipality of the State of Florida ("Municipality"), and HBC Engineering Company, a Florida corporation, ("Consultant"), (each a "Party" and collectively referred to as the "Parties").

**GENERAL CONDITIONS**

**A.** The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement" or the "Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County") and Municipality to provide for funding of the Project (the "Funding Agreement").

**B.** The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Consulting Agreement.

**C.** Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

**D.** All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

**E.** Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

**F.** In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

**G.** The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

## ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the governing body of Municipality, its successors and assigns.
- 1.3 **Code** means the Broward County Code of Ordinances.
- 1.4 **Contract Administrator** means Municipality's Director of Transportation and Mobility or Assistant Director of Transportation and Mobility, or other person designated by Municipality's Director of Transportation and Mobility in writing. The Contract Administrator is the representative of Municipality concerning the Project.
- 1.5 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.
- 1.6 **Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality, and provides professional services for this Project, as determined by the Contract Administrator.
- 1.7 **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.
- 1.8 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.9 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.10 **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.11 **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 the Consulting Agreement and further detailed in task orders for individual projects or

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combinations of projects. The Project planning, design and construction may occur in separate phases and task orders at the Municipality’s discretion.

- 1.12 Purchasing Director** means Municipality’s Chief Procurement Officer or designee authorized to execute Work Authorization provided for in the Consulting Agreement.
- 1.13 Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, as well as optional services procured under the Consulting Agreement.
- 1.14 Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.15 Subconsultant** means an entity or individual, **including subcontractors**, providing services to Municipality through Consultant, regardless of tier.

**ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Maximum Billing Rates</b>
<b>Exhibit A-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit B</b>	<b>Schedule of Subconsultants</b>
<b>Exhibit [C]</b>	<b>CBE Subconsultants and Letters of Intent</b>

**ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES**

**3.1** This Agreement begins on July 2, 2026, and ends on January 31, 2027, except that in the event the Initial Term of the Funding Agreement, as amended, is extended, the term of this Agreement shall be extended automatically commensurately, unless otherwise agreed to by the Parties in writing. Consultant shall perform the Services within the time period specified in the Scope of Services (as defined in the Consulting Agreement). Time periods shall commence from the date of the applicable Notice to Proceed.

**3.2** Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. 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 Scope of Services for the Contract Administrator’s review.

**3.3** If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of

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Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of 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.

**3.4** If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, 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 5 for all Services rendered by Consultant beyond the substantial completion date.

**3.5** Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality 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 Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

**3.6** If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed (3) three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

#### **ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT**

**4.1** Reimbursable Expenses. Travel costs and travel-related expenses attributable to the Project shall not be reimbursed. Other direct non-salary expenses directly attributable to the Project permitted under this Agreement ("Reimbursable Expenses") shall be limited to those permitted under the Consulting Agreement. Municipality shall not be liable for any such expenses that have not been

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approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants expenses must also comply with the requirements of this section.

**4.2** Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. 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. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

4.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 4.2.

4.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit A 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 A for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

4.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

4.2.4 The total hours payable by Municipality for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 4.2. If a "Safe Harbor" rate is elected for use by

Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

4.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

4.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, arising from or relating thereto.

### 4.3 Method of Billing.

4.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall

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provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

4.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

## **ARTICLE 5.      AUDIT RIGHTS AND RETENTION OF RECORDS**

5.1. Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County 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.

5.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers,

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cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

**5.3.** Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

**5.4.** Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

**5.5.** If an audit or inspection reveals overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, Consultant shall make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

**5.6.** Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations as stated in this Article 5.

**ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

**6.1** Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

**6.2** By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by Municipality),

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available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

**6.3** Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

**6.4** Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services under this Agreement (the "Commitment") for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

**6.5** Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

**6.6** The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Consultant's breach of

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the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

**6.7** Consultant acknowledges that County may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

**6.8** OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

**6.9** Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist designated by the Contract Administrator. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

**6.10** The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

## ARTICLE 7. PUBLIC RECORDS

**7.1** Public Records. Notwithstanding any other provision in this Agreement, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

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- 7.1.1. Keep and maintain public records required by Municipality to perform the services under this Agreement;
- 7.1.2. Upon request from Municipality, provide Municipality 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, or as otherwise provided by Applicable Law;
- 7.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and
- 7.1.4. Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to

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strictly comply with the requirements of this section shall constitute Consultant's waiver of Municipality's obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and County and Municipality's and County's employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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.**

**ARTICLE 8. MISCELLANEOUS.**

**8.1** Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future 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 Municipality's Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality'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 Municipality.

**8.2** Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

**8.3** Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, 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 by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant's compensation in this Agreement.

**8.4** Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant

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certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

**8.5 Living Wage Requirement.** To the extent Consultant is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as “covered employers” fully comply with the requirements of such ordinance.

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

**8.7 Prior Agreements.** The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

**8.8 Verification of Employment Eligibility.** Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

**8.9 Entities of Foreign Concern.** The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual’s personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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**8.10 Polystyrene Food Service Articles.** Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

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

City of Fort Lauderdale

By: \_\_\_\_\_  
Rickelle Williams, City Manager

ATTEST:

\_\_\_\_\_  
DAVID R. SOLOMAN, City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

HBC Engineering Company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Adebayo Coker, President

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

\_\_\_\_\_  
Signature

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

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ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Edgardo Diaz, Vice President

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Adebayo Coker as President for HBC Engineering Company, a Florida corporation.

\_\_\_\_\_  
(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: \_\_\_\_\_

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(template RI/RFP/Contract # \_\_\_\_\_ [BCF #202 Addendum 7/10/2023])

**Exhibit A  
Maximum Billing Rates**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company

<b>Job Title</b>	<b>Hourly Rate</b>
Administrative Support – Junior	89.34
Administrative Support – Mid	98.08
Administrative Support – Senior	115.39
CADD Technician – Junior	120.00
CADD Technician – Mid	130.00
CADD Technician – Senior	135.00
Communications / Outreach – Mid	115.39
Construction Estimating	160.00
Constructability Review	217.82
Electrical Engineer – Mid	181.35
Electrical Engineer – Senior	248.16
Engineer – Entry/Mid	153.86
Engineer – Mid	181.35
Engineer – Principal	289.71
Engineer – Senior	248.16
Engineering Technician – Mid	111.15

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Engineering Technician – Senior	123.10
Environmental – Senior	215.85
Environmental – Technician	105.88
GIS Analyst – Junior	100.87
Graphic / Visualization – Senior	123.07
Project Administration / Controls – Mid	137.60
Project Manager – Mid	222.71
Project Manager – Principal	269.89
Project Manager – Senior	254.52
Quality Control/Quality Assurance	215.39
Structural Engineer – Entry/Mid	118.69
Structural Engineer – Mid	223.56
Senior Structural Engineer	146.14
Traffic Engineer – Junior	100.00
Traffic Engineer – Mid	115.20
Senior Traffic Engineer	261.54
Transportation Planner / Analyst – Mid	165.49
Transportation Planner / Analyst – Senior	226.16
Utility Coordinator – Junior	106.88
Utility Coordinator – Senior	181.54

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**Exhibit A  
Maximum Billing Rates**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company
Subconsultant:	AREHNA Engineering, Inc.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal Engineer	249.75
Chief Engineer	257.25
Senior Engineer	147.59
Project Manager	202.08
Engineer	171.80
Professional Geologist	149.00
Engineer Intern	121.76
CADD/Computer Technician	105.00
Senior Engineering Technician	103.86
Engineering Technician	75.00
Technical Secretary	85.00
Secretary/Clerical	78.00

Transportation Surtax Addendum Municipal Consultant Contracts (Surtax Project # FORT 104, Design Sidewalk Improvements Citywide, RFQ # 320)  
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**Exhibit A  
Maximum Billing Rates**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company
Subconsultant:	KCI Technologies, Inc.

<b>Job Title</b>	<b>Hourly Rate</b>
Senior Landscape Architect	213.25
Landscape Architect	160.00
Landscape Designer	100.00
Certified Arborist	145.00

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**Exhibit A  
Maximum Billing Rates**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company
Subconsultant:	Longitude Surveyors, LLC

<b>Job Title</b>	<b>Hourly Rate</b>
Principal	195.00
Professional Surveyor & Mapper	175.00
Senior CADD Technician	115.00
CAD Technician	108.30
CAD Technician	90.00
Survey Technician	125.00
Project Manager	136.80
Survey Field Crew (2-Man Crew)	129.80
Survey Field Crew (3-Man Crew)	201.46
Survey Field Crew (4-Man Crew)	230.24
Designating Services (2-Man Crew)	264.53
Excavation Services (3-Man Crew)	325.75
Engineer	100.00

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**Exhibit A  
Maximum Billing Rates**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company
Subconsultant:	Media Relations Group, LLC

<b>Job Title</b>	<b>Hourly Rate</b>
Sr. Community Outreach Specialist	187.43
Community Outreach Specialist	105.94
Graphic Designer	127.94

**Consultant**

**Municipality**

\_\_\_\_\_

Name/Title

\_\_\_\_\_

Contract Administrator

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

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

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**Exhibit A-1  
Reimbursables for Direct Non-Salary Expenses**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company
Subconsultant:	AREHNA Engineering, Inc.

Test Title	Test Rates	UOM
209 Asphalt Pavement Coring - 4in dia with Base Depth Check	201.58	EACH
211 Asphalt Pavement Coring - 6in dia with Base Depth Check	331.10	EACH
305 Concrete Pavement Coring - 4in Dia	264.61	EACH
401 Geo Auger Borings	12.76	LF
432 Geo Field Perm 0-10 Ft Open-End Borehole Method	475.00	EACH
440 Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	8.25	LF
478 Geo SPT Truck/Mud Bug 0-50 Ft	18.50	LF
488 Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	13.00	LF
531 Geo Truck/Mudbug Drill Rig and Crew	295.00	HOUR
603 Mobilization Asphalt Coring Equipment	480.00	EACH
606 Mobilization Concrete Coring	480.00	EACH
612 Mobilization Drill Rig Truck Mount	705.77	EACH
805 Soils Corrosion Series FM 5-550 through 5-553	291.79	TEST
810 Soils Limerock Bearing Ratio (LBR) FM 5-515	465.00	TEST

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811 Soils Liquid Limit AASHTO T89	76.00	TEST
812 Soils Materials Finer than 200 Sieve FM 1-T011	60.00	TEST
817 Soils Moisture Content Laboratory AASHTO T265	25.00	TEST
819 Soils Organic Content Ignition FM 1 T-267	60.00	TEST
822 Soils Particle Size Anlys AASHTO T88	90.00	TEST
826 Soils Plastic Limit & Plasticity Index AASHTO T90	82.00	TEST
900 Maintenance of Traffic - Lane Closure	1,544.40	DAY
901 Maintenance of Traffic - Lane Closure with Flaggers	2,197.80	DAY
902 Maintenance of Traffic - Intersection	2,350.00	DAY
904 Geophysical Survey (GPR)	1,836.20	DAY

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(template RI/RFP/Contract # \_\_\_\_\_ [BCF #202 Addendum 7/10/2023])

**Exhibit A-1**  
**Reimbursables for Direct Non-Salary Expenses**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title:	Design Sidewalk Improvements Citywide
Prime Consultant:	HBC Engineering Company
Subconsultant:	Longitude Surveyors, LLC

Test Title	Test Rates	UOM-Test
Soft Digs / Test Holes / Pot Holes	1,000.00	PER HOLE

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**Exhibit B  
Schedule of Subconsultants**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title	Design Sidewalk Improvements Citywide
Prime Consultant	HBC Engineering Company

**Subconsultants**

No.	Firm Name	Discipline
1.	AREHNA Engineering, Inc.	Geotechnical engineering and materials testing
2.	KCI Technologies, Inc.	Landscape architecture and arborist services
3.	Longitude Surveyors, LLC	Surveying and mapping, advanced geospatial technologies
4.	Media Relations Group, LLC	Strategic communication and community outreach for transportation projects

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**Exhibit C**  
**CBE Subconsultants and Letters of Intent**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project No (City of Fort Lauderdale):	P12596
Project Title	Design Sidewalk Improvements Citywide
Prime Consultant	HBC Engineering Company
CBE Goal Requirements	30%

**CBE Requirements Compliance**

No.	Firm Name	Category	Percentage
1.	Arehna Engineering, LLC	CBE	10%
2.	Longitude Surveyors, LLC	CBE	16%
3.	Media Relations Group, LLC	CBE	4%
		<b>Total</b>	<b>30%</b>

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