AGREEMENT

Between

City of Fort Lauderdale

and

AMEC Environment & Infrastructure, Inc.

for

CONSULTANT SERVICES

for

Geotechnical Engineering and Laboratory Services

Request for Qualifications (RFQ) 636-11225

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 22nd day of January 2014, by and between:

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

and

AMEC Environment & Infrastructure, Inc., a Nevada Corporation authorized to do business in the State of Florida (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of January 22, 2014 authorized by motion the execution this Agreement between CONSULTANT and CITY authorizing the performance of services in connection with an Agreement for Geotechnical Engineering and Laboratory Services, RFQ No.636-11225 (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; and

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated January 22, 2014 and any duly authorized and executed Amendments to Agreement.

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

1.3 CHANGE ORDER: A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract

time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

1.4 CITY: The City of Fort Lauderdale, a municipal corporation of the State of Florida.

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

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

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

1.8 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.

1.9 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.

1.10 CONSULTANT: AMEC Environment & Infrastructure, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.12 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.

1.13 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.

1.14 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.

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

1.16 OMISSION: A scope of work missed by the 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.

1.17 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.

1.18 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.

1.19 PRELIMINARY PLANS: The documents prepared by the 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.

1.20 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 the 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.

1.21 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.

1.22 TASK ORDER: A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the CITY.

1.23 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: A Continuing Contract for Geotechnical Engineering and Laboratory Services 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 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

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 the 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. 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 or not 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 professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

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

ARTICLE 5
TASK ORDERS

5.1 The Project will be divided into "Tasks."

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

5.3 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:

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

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

5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

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

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

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

6.1 The initial term of this Agreement shall be for two (2) years from the date of this Agreement. The CITY shall have the option to renew this Agreement for three (3) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.

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

6.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

6.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

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

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 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 7.2. 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 8.1, 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.

7.2 REIMBURSABLES

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

expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

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

B. Identifiable testing costs approved by Contract Administrator.

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

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

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

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

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific

project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to 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 Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

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

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

7.4.3 Upon mutual agreement by both CITY and CONSULTANT, payment shall be made by CITY to CONSULTANT using a CITY P-Card. If payment is not made using a CITY P-Card, payment will be made to CONSULTANT at the following address:

AMEC Environment & Infrastructure Inc
24376 Network Place
Chicago, IL 60673-1376

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.

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

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.

9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of

Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 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. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.

9.4 The CONSULTANT shall attend all pre-proposal conferences.

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

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

9.7 The CITY shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

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

9.8.1 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 the 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.

9.8.2 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 the CONSULTANT for reimbursement for Errors and Omissions.

9.8.3 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 the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

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

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

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

ARTICLE 10
CITY'S RESPONSIBILITIES

10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all

information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

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

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

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

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 It is expressly understood and agreed that the CITY may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of

termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the CITY of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

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

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed 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 <u>not</u> been performed.

11.3 <u>AUDIT RIGHT AND RETENTION OF RECORDS</u>

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

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents,

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

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

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

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

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

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer,

recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.5 MINORITY PARTICIPATION

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

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida Statutes, may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subconsultant, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. 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 sub-consultants proceeding with any work.

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

The list of subconsultants submitted is as follows:
Radise International, L.C.
Foundation & Geotechnical Engineering, LLC

11.8 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 11.7.

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

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

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due to the CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the

award of this Agreement to the CONSULTANT.

11.9.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of $100.00. 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 $100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of $100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the

CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given ten (10) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence	$1,000,000
Project Aggregate	$1,000,000 [Limits to be reviewed by PM and Risk for projects over $1M]
General Aggregate	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required:
City of Fort Lauderdale included as an Additional Insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Owners and Contractors Protective Liability

11.11.3 BUSINESS AUTOMOBILE LIABILITY

A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit
All Autos used in completing the contract
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required:
Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

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

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	$1,000,000
General Aggregate Limit	$2,000,000
Deductible- not to exceed $100,000	

11.11.6 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.

B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

11.14 CONSULTANT'S STAFF

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

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

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

11.15 INDEPENDENT CONTRACTOR

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

11.16 THIRD PARTY BENEFICIARIES

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

11.17 CONFLICTS

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

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

threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

11.18 CONTINGENCY FEE

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

11.19 WAIVER OF BREACH AND MATERIALITY

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

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

11.20 COMPLIANCE WITH LAWS

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

11.21 SEVERANCE

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

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT

and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

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

11.24 APPLICABLE LAW AND VENUE

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

11.25 EXHIBITS

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

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

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

CITY: Public Works Director
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5772

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

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

CONSULTANT: Brian S. Hathaway, P.E.
Project Manager / Principal Engineer
AMEC Environment & Infrastructure, Inc.
2580 Metrocentre Boulevard Suite #6,
West Palm Beach, FL 33407
Office: (561) 242-7713 x 13
Cell: (561) 248-9136
Fax: (561) 242-5591

11.28 ATTORNEY FEES

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

11.29 PERMITS, LICENSES AND TAXES

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

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

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

11.31 EVALUATION

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

11.32 STATUTORY COMPLIANCE

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

CITY

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

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

_____
JONDA K. JOSEPH
City Clerk

Approved as to form:

_____
CARRIE L. SARVER
Assistant City Attorney

L:\AGMTS\CONSULTING\Master Professional Services Agreement 1-14-13.doc

CONSULTANT

WITNESSES:

JoVonne Mathiesen
JoVonne Mathiesen
(Witness print name)

Cynthia A. Collins
Cynthia A. Collins
(Witness print name)

AMEC Environment & Infrastructure, Inc.
SEAL

(CORPORATE SEAL)

AMEC Environment & Infrastructure, Inc.
A Nevada Corporation authorized to do business in the State of Florida

By [signature]
Name: Lytle C. Troutt, Jr
Title: Sr. Vice President

ATTEST:

By [signature]
Assist. Secretary

STATE OF Georgia:
COUNTY OF Fulton:

The foregoing instrument was acknowledged before me this 12th day of December, 2013, by Lytle C. Troutt, Jr. and David K Baxter as Sr. Vice President and Assist. Secretary respectively, of AMEC Environment & Infrastructure, Inc. They are ☑ personally known to me or ☐ have produced _____ as identification.

(SEAL)

Christine Dunn
My Commission Expires
Notary
Public
March 3, 2014
Paulding County, Georgia

[signature]
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Christine Dunn
Name of Notary Typed, Printed or Stamped

My Commission Expires:

March 3, 2014
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

The CONSULTANT shall perform the following professional services related to a continuing contract for geotechnical engineering and laboratory testing consultant services and shall include, but not be limited to, the following services as authorized by individual Task Orders for individual projects.

Work will include testing of soil, lime rock, concrete and asphalt testing, and any other specialized testing services that may be required for the design and construction of municipal projects. Testing services will be requested on an as needed, when needed basis. The nature of the work requires that testing laboratories be familiar with the Fort Lauderdale area, possessing a high degree of local information, with local facilities staffed throughout the normal eight (8) hour workday, at least five (5) days per week. In addition, the ability to work nights, holidays, and week-ends will be required when necessary. Quantity of work will vary throughout the contract term.

This is a continuing contract in accordance with Florida Statute 287.055(2)(g). Interested firms must provide full **Geotechnical Engineering / *study activity professional* services** to the City using in-house staff or subconsultant services complying with FDOT, AWS, AISC standards and maintain CMEC and FDOT certification.

A. **Geotechnical Engineering & Construction Material Testing**

Drilled Rig & Crew Mobilization/demobilization
- Truck Mounted Rig
- Mudbug
- Barge & Amphibious

Standard Penetration Test & Split-Barrel Sampling of Soils (ASTM D1586)
- 0 to 50 feet
- 50 to 100 feet
- 100 to 150 feet
- 150 to 200 feet

Soil Investigation & Sampling by Auger Boring (ASTM D1452)
- 0 to 50 feet
- 50 to 100 feet

Thin-Wall (Shelby Tube) Sampling of Soils (ASTM D1587)

Rock Core Drilling & sampling (ASTM D2113)
- 0 to 50 feet
- 50 to 100 feet
- 100 to 150 feet

150 to 200 feet

Grout to seal Borehole
0 to 50 feet
50 to 100 feet
100 to 150 feet
150 t0 200 feet

Piezometer (monitoring well) Installation
0 to 50 feet
50 to 100 feet

Laboratory Density-Moisture relations of Soils
Standard Proctor (ASTM D698) AASHTO T-99
Modified Proctor (ASTM D1557) AASHTO T-180

Field Density Determination of Soils using Nuclear gauge Method (ASTM D2922)

Density of Soils by Drive-cylinder Method (ASTM D2937)

Density of Soil by Sand Cone Method (ASTM D1556)

Density of Soil by Sleeve Method (ASTM D4564)

Lime rock Bearing Ratio Test (FM-5-515)

Lime rock Analysis Test, including carbonates of Calcium & Magnesium, Oxides of Iron & aluminum

Laboratory California Bearing Ratio, CBR (ASTM D1883)

In-place California Bearing Ratio, CBR (ASTM D4429)

Dynamic Cone Electrometer (ASTM D6951)

Soil Visual Classifications Test (ASTM D2488)

Moisture Content Determination of Soils (ASTM D2216)

Atterberg Limits of Soils (ASTM D424)

Organic Content Determination of Soils (ASTM D2974)

Soils Particle Size Distribution (ASTM D6913)

Hydraulic Conductivity of Soils-Constant Head Method (ASTM D2434)

Hydraulic Conductivity of Soils using Flexible Wall membrane (ASTM D5084)

Field Hydraulic Conductivity Test of Soils (percolation-Exfiltration) Using South Florida Water Management-Constant Head Method)

Field Hydraulic Conductivity Test of Soils Using Double Ring Infiltration Method (ASTM D3385)

Soil Resistivity Test

i. Laboratory Method (ASTM G187)
ii. Field Method (ASTM G57)

Fresh Concrete Sampling & Testing

i. Slump Test (ASTM C143)
ii. Air Content (ASTM C173 or C231)

Compressive Strength Determination of Concrete Cylinders (ASTM C39)

Flexural Strength of Concrete Beam (ASTM C78)

Casting and Compressive Strength Determination of cub specimens (ASTM C109)

Concert Coring and Compressive Strength Determination (ASTM C42)

Compressive Strength Determination of In-place Concrete using Rebound Hammer (ASTM C805)

Compressive Strength Determination of In-place Concrete using Windsor Probe (ASTM C803)

Asphalt Coring and Sampling

Bulk Specific Gravity & Density Determination of Compacted Asphalt Cores (ASTM D2726)

Maximum Theoretical Density Determination (ASTM D2041)

Asphalt Extraction Test (ASTM D2172)

Field Density Determination of Asphalt using Nuclear Gauge Method (ASTM D2950)

Asphalt Inspection on Airfield Projects Specifically with (P-401) Design Mix

GPR Ground penetrating Radar (ASTM D6432)

Trip charge to collect samples, not to exceed $60.00

B. Field Quality Control/Quality Assurance

Pile Driving Analyzer (PDA)

Pile Integrity Testing (PIT)

Drilled Shaft Installation Inspection (CTQP Requirements)

Auger-cast Pile Inspection

Crosshole Sonic Logging (CSL) of Drilled Shafts

C. Structural Testing

Welding Inspection

Bold Tension Test

Magnetic Particle Test

Dye Penetration Test

Radiographic Test (2-man Crew)

Ultrasonic Test

X-ray Test

Welding Inspection

D. Sprayed Fire Resistive Materials

Thickness Test (ASTM E605)

Unit Weight Test (ASTM E605)

Adhesion/Cohesion (ASTM E736)

E. Professional Services

Principal Engineer
Registered Engineer
Registered Threshold Inspector
Project Engineer
Staff Engineer
AWS-CWI Inspector
Registered Roof Consultants
Senior Engineering Technician
Engineering Technician (Asphalt Plant CTQP Certified)

Engineering Technician (Drilled Shaft CTQP Certified)
Engineering Technician (ACI/CTQP Certified)

F – Miscellaneous

1. Laboratory charges in the event that scheduled field tests are cancelled and the laboratory was not notified at least 2-hours before the scheduled time. Includes travel time, all cost and incidentals.

2. Charges for standby time In the event that the Contractor's work is not ready for testing upon arrival of the Laboratory representative. Standby time shall commence 1 hour after the Laboratory representative arrives at the test site for the scheduled test, and must be signed and verified by the Coty's Inspector, and attached to the invoice by the testing company.

3. Mobilization charge, in the event that tests are scheduled between 6:00 p.m. and 6:00 a.m., Monday through Friday. This mobilization charge also applies to weekends and holidays. Includes travel time, all cost, and all incidentals.

EXHIBIT "B"

BILLING RATES FOR TASK ORDERS

AMEC Environment & Infrastructure, Inc.
(Prime Consultant)

LABOR CATEGORY	HOURLY RATE
Principal Engineer	$140.00
Threshold Inspector (PE)	$130.00
Senior Engineer- Registered Engineer / Project Manager	$130.00
Project Engineer	$100.00
Staff Engineer	$85.00
Threshold Representative / Licensed Standard Building Inspector (BN) / Roofing Consultant	$75.00
Senior Engineering Technician (CTQP Certified)	$65.00
Field Technician (ACI Certified)	$55.00
Draftsman	$60.00
Clerical	$45.00
Muck Probes, 2-man crew - Staff Engineer/Scientist plus Field Tech.	$125.00
CTQP Certified Drilled Shaft Inspector / Pile Driving Inspector	$65.00
Auger-cast Pile Inspector	$65.00
Technician time on-site for sampling fresh concrete, casting test cylinders, conducting slump tests, temp, and standby time (ACI Certified)	$55.00
Technician time for coring	$55.00
Technician time for NDT testing of in-place concrete (pachometer, Windsor probe or Swiss hammer testing)	$55.00
Welding Inspector (CWI)	$75.00
Bolt Tension Test Inspector	$65.00
Building & Roofing Inspector	$75.00
Senior Engineer Technician - FDOT CTQP Certified - Paving Level I and II / Asphalt Plant Level I and II	$65.00
Engineer Technician- FDOT CTQP Certified - Paving Level I	$55.00

MISCELLANEOUS

1. Laboratory charges in the event that scheduled field tests are cancelled and the laboratory was not notified at least 2-hours before the scheduled time. Includes travel time, all cost and incidentals. - *Charges for cancellations as described above will be in accordance with the appropriate labor category hourly rate for one individual.*

2 Charges for standby time in the event that the Contractor's work is not ready for testing upon arrival of the Laboratory representative. Standby time shall commence 1 hour after the Laboratory representative arrives at the test site for the scheduled test, and must be signed and verified by the City's Inspector, and attached to the invoice by the testing company. - *All standby time will be charged in accordance with the hourly fees listed on the rate schedule, depending on the title/qualification of the field representative covering the work.*

3. Mobilization charge, in the event that tests are scheduled between 6:00 p.m. and 6:00 a.m., Monday through Friday. This mobilization charge also applies to weekends and holidays. Includes travel time, all cost, and all incidentals. - *A surcharge of $95 per event will be assessed for field work scheduled between 6:00 p.m. and 6:00 a.m. as well as during weekends or holidays.*

Radise International, L.C.
(Geotechnical Engineering Subconsultant)

LABOR CATEGORY	HOURLY RATE
Principal Engineer	$140.00
Senior Engineer- Registered Engineer	$130.00
Project Engineer	$100.00
Staff Engineer	$85.00
Senior Engineering Technician (CTQP Certified)	$65.00
Field Technician (ACI Certified)	$55.00
Draftsman	$60.00
Clerical	$45.00
Muck Probes, 2-man crew - Staff Engineer/Scientist plus Field Tech.	$125.00
Technician time for coring	$55.00
Technician time on-site for sampling fresh concrete, casting test cylinders, conducting slump tests, temp, and standby time (ACI Certified)	$55.00

Technician time for NDT testing of in-place concrete (pachometer, Windsor probe or Swiss hammer testing)	$55.00
Senior Engineering Technician - FDOT CTQP Earthwork Level 1	$65.00
Engineering Technician	$55.00
Senior Engineer Technician - FDOT CTQP Certified - Paving Level I and II / Asphalt Plant Level I and II	$65.00
Engineer Technician- FDOT CTQP Certified - Paving Level I	$55.00

Foundation & Geotechnical Engineering, LLC
(Foundation Engineering and Geotechnical Testing Services Subconsultant)

LABOR CATEGORY	HOURLY RATE
Principal Engineer	$140.00
Senior Engineer- Registered Engineer / Project Manager	$130.00
Project Engineer	$100.00
Staff Engineer	$85.00
Draftsman	$60.00
Clerical	$45.00

AMEC Environment & Infrastructure, Inc.
(Prime Consultant)
and
Radise International, L.C.
(Geotechnical Engineering Subconsultant)

DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)	**UNIT PRICE**	**UNIT**
Mud Bug - Round Trip (Not accessible to truck mounted equipment)		
0 - 50 Miles	$1,000	mobilization
Truck - Mounted Rig Note: these rates apply for the cone trucks as well		
0 - 50 Miles	$350.00	mobilization
Amphibious / Barge (Not accessible to truck mounted equipment)		

Amphibious - Mobilize Equipment	$6,000	mobilizatio n
Mobilize Equip- Barge - mounted Amphibious drill rig (Between Borings)	$1,000	each
STANDARD PENETRATION TEST (SPT) BORINGS (ASTM D-1586)	5-FT SAMPLE INTERVAL S	
0 - 25 ft (0 to 10 ft nearly continuous)	$11.50	lf
26 - 50 ft	$12.50	lf
51 - 100 ft	$16.00	lf
101 - 200 ft	$24.00	lf
Furnish, install & remove casing (3 inch diameter) 0 – 50 ft. 51-100 ft. 101-200 ft.	 $7.00 $7.00 $7.50	lf
Furnish, install & remove casing (6 inch diameter) 0 – 50 ft. 51-100 ft. 101-200 ft.	 $12.00 $13.00 $14.00	lf
Continuous Sampling- Extra Split Spoons		
0 - 50 ft	$33.00	sample
51 - 100 ft	$38.00	sample
101 - 200 ft	$42.00	sample

Thin Wall (Shelby Tube) - Samples (0-100 ft depth)	$100.00	sample
Borehole Grouting		
0 - 100 ft depth	$4.50	lf
101 - 200 ft depth	$7.00	lf
OTHER SUBSURFACE SAMPLING / EXPLORATION METHODS		
Wash Borings	$10.00	lf
Auger Borings, 3 or 4 inch Flight Auger 0 - 100 ft	$10.00	lf
Hand Auger Borings	$10.00	lf
Rock coring (4-inch) minimum 5' run		
0 - 100 ft	$46.50	lf
101 - 200 ft	$65.00	lf
GPR (Ground Penetrating Radar) (ASTM D 6432)	$160.00	hour
MONITOR WELL INSTALLATION & TESTING		
Non-Environmental (2-inch diameter)*		
0 - 50 ft	$35.00	lf

51 - 100 ft	$40.00	lf
FIELD DRAINAGE / FOUNDATION / NDT TESTING SERVICES		
Field Permeability Tests - drill rig mobilization not included	$350.00	test
Exfiltration Tests - drilling rig mobilization not included - SFWMD Usual Condition Method	$350.00	test
Double Ring Infiltrometer Test	$350.00	test
Soil Resistivity Test (ASTM G-57) Wenner Four-Electrode Method	$85.00	hour
PDA Equipment Mobilization	$450.00	mobilization
Pile Driving Analyzer (PDA) Equipment Usage	$550.00	day
CAPWAP Analyses, including Labor, Equipment and Software	$330.00	analyses
Wave Equation Analyses (WEAP), including Labor, Equipment and Software	$350.00	analyses
Saximeter Equipment - Pile Driving Inspector	$63.00	day
Pile Integrity Testing (PIT) Equipment Usage	$300.00	day
Crosshole Sonic Logging (CSL) of Drilled Shaft Equipment Usage	$300.00	day
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone	$150.00	day
CONSTRUCTION MATERIALS TESTING SERVICES		
SAMPLING & TESTING OF FRESH READY MADE CONCRETE		

Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory (ASTM C 39)	$15.00	cylinder
Air Content Tests (ASTM C 173 or ASTM C 231)	$15.00	test
Unit Weight Tests	$15.00	test
Yield Tests (Calculation only; does not include time at the plant)	$30.00	test
Plant Control (Precast Yard Inspection)	$65.00	hour
Verification of Mix Design	$155.00	design
Fineness Modulus	$60.00	test
Concrete Block Strength Test (gross area)	$70.00	block
Concrete Block Absorption & Strength Test (net area)- 3 Blocks/Set	$120.00	set
Flexural Strength of Concrete Beam (ASTM C 78)	$110.00	set
Casting and Compressive Strength of Hydraulic Cement Mortars using Cube Specimens (ASTM C 109)	$15.00	test
SAMPLING & TESTING OF IN-PLACE CONCRETE		
Mobilization for coring - stand up core drill	$130.00	mobilizatio n
Diamond bit usage charge for concrete coring	$5.00	in. of dia.
Trimming, measuring, capping, curing & testing of concrete cores	$40.00	core

Windsor Probe charges (set of 3)	$35.00	set
SITE PREPARATION MONITORING & TESTING		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	$55.00	hour
In-situ Density Tests - Sand Cone Method (ASTM D 1556)	$55.00	hour
In-situ Density Tests - Drive Cylinder Method (ASTM D 2937)	$55.00	hour
In-situ Density Tests - Drive Sleeve Method (ASTM D 4564) - ASTM withdrawn in 2013	$55.00	hour
Dynamic Cone Penetrometer Testing (ASTM D 6951)	$55.00	hour
Static Cone Penetrometer Testing	$55.00	hour
STRUCTURAL & BUILDING CONSTRUCTION INSPECTION SERVICES		
Magnetic Particle Test	$90.00	hour
Dye Penetration Test	$90.00	hour
Radiographic Test (2-man crew)	$150.00	hour
Ultrasonic Test	$90.00	hour
X-ray Test	$90.00	hour
Sprayed Fire Resistive - Thickness Test (ASTM E 605)	$65.00	hour

Sprayed Fire Resistive - Unit Weight Test (ASTM E 605)	$35.00	test
Sprayed Fire Resistive - Adhesion/Cohesion (ASTM E 736)	$75.00	hour
SOILS LABORATORY SERVICES		
Trip Charge - to collect samples	$60.00	trip
Soil Visual Classification Test (ASTM D 2488)	$85.00	hour
Standard or Modified Proctor - moisture density relationships (ASTM D 698 and D 1557) or (T-99 and T-180)	$150.00	test
Limerock Bearing Ratio (FM 5-515)	$225.00	test
Laboratory California Bearing Ratio, CBR (ASTM 1883)	$250.00	test
In-Place California Bearing Ratio, CBR (ASTM D 4429) - Two Engineering Technicians	$130.00	hour
Moisture Content (ASTM D 2216)	$10.00	test
Organic Content (ASTM D 2974)	$35.00	test
Sieve Analysis (Complete) (ASTM D 6913)	$60.00	test
Sieve Analysis (-200 only) (ASTM D 1140)	$30.00	test
Hydrometer Analysis (does not include +200 sieve analysis) (ASTM D 422)	$100.00	test
Atterberg Limits (ASTM D-4318)	$65.00	test

Corrosion Series (pH, Sulphates, Chloride, Resistivity) (FDOT)	$130.00	test
Soil Resistivity (ASTM G-187)	$45.00	test
Specific Gravity (ASTM D 854)	$80.00	test
Unit Weight Determination (ASTM D 2937 and D 2216)	$60.00	test
Calcium Carbonate of Aggregates (ASTM D 3042)	$75.00	test
Consolidation Testes (ASTM D-2435) up to 12 load increments	$450.00	test
Consolidation Test, additional load increment	$40.00	each
Hydraulic Conductivity tests of Granular Soils (Constant Head) (ASTM D 2434)	$225.00	test
Hydraulic Conductivity tests - Flexible Wall Permeameter (ASTM D 5084)	$350.00	test
Unconfined Compression Test (soil) (ASTM D 1266)	$80.00	test
Unconfined Compression Test (rock) (ASTM D 7012)	$90.00	test
Splitting Tensile Test (rock) (ASTM D 3967)	$90.00	test
Triaxial Test - Unconsolidated-Undrained (UU) (ASTM D 2850)	$180.00	point
Triaxial Test - Consolidated - Undrained (CU) (ASTM D 4767)	$245.00	point
Triaxial Test - Consolidated - Drained (CD) (USACE)	$245.00	point
Preparation of samples for consolidation, permeability or strength tests	$50.00	sample

ASPHALT FIELD AND LABORATORY SERVICES		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2950)	$55.00	hour
Ignition of Asphalt for Asphalt Content and Extraction & Gradation (ASTM D 2172 or D 6752)	$185.00	sample
Marshal Stability & Flow	$125.00	set of 3 pills
Bulk Specific Gravity & Density of Compacted Asphalt Cores (ASTM D 2726)	$35.00	sample
Theoretical Maximum Specific Gravity and Density (ATM D 2041)	$150.00	sample
Field Inspection and Sampling		
Mobilization for coring - stand-up core drill / core trailer	$130.00	mobilization
Pavement Condition Assessment	$75.00	hr

Foundation & Geotechnical Engineering, LLC
(Foundation Engineering and Geotechnical Testing Services Subconsultant)

FOUNDATION TESTING SERVICES	UNIT PRICE	UNIT
PDA Equipment Mobilization	$450.00	mobilization
Pile Driving Analyzer (PDA) Equipment Usage	$550.00	day
CAPWAP Analyses, including Labor, Equipment and Software	$330.00	each
Wave Equation Analyses (WEAP), including Labor, Equipment and Software	$350.00	each
Pile Integrity Testing (PIT) Equipment Usage	$300.00	day
Crosshole Sonic Logging (CSL) of Drilled Shaft Equipment Usage	$300.00	day
Thermal Integrity Profiler	$375.00	day
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone	$150.00	day