COPY

AGREEMENT

Between

City of Fort Lauderdale

and

Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce De Leon Boulevard, Suite 900
Coral Gables, Florida 33134

for

CONSULTANT SERVICES FOR

BRIDGE DESIGN CONSULTING SERVICES - CONTINUING CONTRACT

(3) 7-27-06 COPY

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Agreement with Corzo Castella Carballo Thompson & Salman, P.A., d/b/a C3TS Consulting for Bridge Design Consulting Services

EXPIRATION DATE, IF APPLICABLE:

ORIGINATING DEPT. Engineering ORIGINATOR: Peter Partington, City Engineer

RESPONSIBLE ATTY.:

Harry A. Stewart	____	Sharon Miller	____
Robert B. Dunckel	____	Victoria Minard	____
Cindy Bortman	____	Paul G. Bangel	____
Carrie Sarver	____	DJ Williams-Persad	X

****

Approved as to Content

By: [signature] PRP
Dept. Head

Amount Required by Contract/Agreement
$ -0-

Funding Source:
Dept./Div. PW/ENG
Index/Sub-object N/A
Project # N/A
Date 6/27/06

Approved as to Funds Available

By: Betty J. Burrell DJW
Director of Finance

Date 6/28/06

Approved as to Content

By: Kathleen [signature]
Asst. City Manager

****

DEPARTMENT HEAD, ASSISTANT CITY MANAGER AND FINANCE APPROVALS MUST BE OBTAINED BEFORE A DOCUMENT IS ROUTED FOR SIGNATURE.

APPROVED AT COMMISSION MEETING OF June 20, 2006 ITEM M-07
RESOLUTION # 06- NO RESOLUTION ____

NO COMMISSION APPROVAL REQUIRED. [____] - Box checked if applicable.

ROUTE AND SIGN AS INDICATED BELOW IN SEQUENCE SHOWN.

1. City Attorney (as to form)

2. City Manager. City Manager must sign in presence of one witness, if witnesses are required.

3. Mayor's signature. Mayor must sign in presence of one witness, if witnesses are required.

4. To City Clerk for signature and City seal.

5. City Clerk retains one original of document and routing slip in City records unless otherwise indicated.

DIRECTIONS TO CLERK:
DATE FIRST PAGE WITH LAST DATE SIGNED.

SEND THREE SIGNED ORIGINAL(s) TO: Peter Partington, City Engineer

SEND 1 COMPLETE COPY OF SIGNED DOCUMENT TO CITY ATTORNEY'S OFFICE WITH THIS ROUTING SLIP ATTACHED.

L:\DJW\ROUTE\2006\corzobridgedesign.wpd

AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 20th day of June 2006 by and between:

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

and

Corzo Castella Carballo Thompson Salman, P.A. (C3TS) a (State of Corp.) Florida corporation, authorized to do business in the State of Florida (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY at its meeting of June 20th, 2006 (M-07), authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with Project, BRIDGE DESIGN CONSULTING SERVICES - CONTINUING CONTRACT" and

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

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 **AGREEMENT:** Means this document between the CITY and CONSULTANT dated June 20th, 2006, 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 shall 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 **COMMISSION:** The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.

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

1.7 **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.

1.8 **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.

1.9 **CONSULTANT**: Corzo Castella Carballo Thompson Salman, P.A. (C3TS), the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.10 **CONTRACT ADMINISTRATOR**: The City Engineer 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.

1.11 **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.

1.12 **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.

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

1.14 **PLANS AND SPECIFICATIONS**: The documents setting forth the final 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.

1.15 **PRELIMINARY PLANS**: The documents prepared by the CONSULTANT consisting of preliminary 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.

1.16 **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, and the construction of the improvement, if deemed appropriate by the CITY. The services to be provided by the CONSULTANT shall be as defined in this agreement and supplemental 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.

1.17 **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.

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

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

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

1.21 **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 City has budgeted funds for the Project.

This Project is funded with FEDERAL DEPARMENT OF TRANSPORTATION AND CITY-GENERAL funds.

2.2 Pursuant to Section 287.055, Florida Statutes, the City has formed a Committee to evaluate the CONSULTANT's statements 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 planning, engineering, and support services: BRIDGE DESIGN CONSULTING SERVICES - CONTINUING CONTRACT RELATED PROJECTS UNDER $1 MILLION IN CONSTRUCTION COST AND UNDER $50,000 IN STUDY ACTIVITIES, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, as well as specific scopes of services as described for each Task Order assigned. Work shall include Structural, Civil / Traffic, Geotechnical, Engineering services, as well as Survey, Drafting and Permitting services as applicable for the Project. 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 planning and engineering 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 implemented in Phases divided into "Tasks". Task Orders may include selected Phases modified as necessary for the project, and/or other services to be defined within individual Task Orders, at the CITY's discretion.

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 applicable CITY purchasing 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 the 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 you, 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.

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

7.1.1 Lump Sum Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order required under the terms of this Agreement a Lump Sum as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount mutually agreed upon by CITY and CONSULTANT. The hourly billing rate schedule for CONSULTANT which will be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement.

A lump sum proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and profit, or as required by individual Task Order.

7.2 REIMBURSABLES

7.2.1 Direct nonsalary 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. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

a) Extra travel and subsistence for the CONSULTANT and his staff beyond the Tri-County area (Broward, Dade and Palm Beach Counties), when authorized in advance by the CITY. Consultant will make all reasonable efforts to obtain discounted rates to the extent available. Travel related expenses shall be consistent with City of Fort Lauderdale Travel Policy and may include: air fare, hotels, meals, baggage handling, rental car, tolls, parking, airport van/taxi, fuel and other similar expenses. Expenses shall be limited to reasonable amounts as determined by the City Travel Policy, and requires prior approval of Contract Administrator or his designee before expenditures are made. Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to limitations of Section 112.061 Florida Statutes. Meals for Class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days.

b) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.

c) Cost of reproduction, postage and handling of drawings and specifications which are required by the Contract or of CONSULTANT 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.

d) Identifiable testing costs approved by Contract Administrator.

e) 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.

f) 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 Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order 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 of each phase shall not exceed the amounts allocated to said phase. 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. CONSULTANT shall provide CITY with the percent complete of the Task Order or Task Order element. CITY will review the percent complete of the authorized lump sum elements for reasonableness and approve payment consistent with the level of progress toward the defined lump sum scope element.

7.4 METHOD OF PAYMENT

7.4.1 CITY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement, ninety percent (90%) of the total shown to be due on such statement. When 0the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase.

7.4.2 Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, CITY shall remit to CONSULTANT the ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Contract Administrator's Department Director.

7.4.3 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 by mail of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

7.4.4 CITY shall withhold a retainage from payments to the CONSULTANT until completion of services under each Task Order or Phase of a Task Order, at the CITY's discretion, in a

manner satisfactory to CITY. Retainage shall not be withheld on CONSULTANT Task Orders on which the CONSULTANT's total fee is less than $10,000. The retainage shall be in the amounts provided as follows:

For services performed as described in each Task Order, unless otherwise provided therein, (i) up until fifty percent (50%) of the project has been completed, ten percent (10%) of the total amount of fees from each invoice submitted by CONSULTANT for the services described, excluding Reimbursable expenses as described in Section 7.2; or (ii) after reaching fifty percent (50%) completion, five percent (5%) of the total amount of fees from each invoice submitted by CONSULTANT for the services described, excluding Reimbursable expenses as described in Section 7.2. Upon the completion of the services described to the City's satisfaction or upon CITY'S approval, CITY shall remit to CONSULTANT the ten percent (10%) portion previously withheld.

7.4.5 Payment will be made to CONSULTANT at:
901 Ponce De Leon Boulevard, Suite 900
Coral Gables, Florida 33134

ARTICLE 8
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

8.1 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.

8.2 In the event a dispute between the Contract Administrator and CONSULTANT arise 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 Contract Administrator's Department Director for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.1 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CITY'S RESPONSIBILITIES

9.1 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.

9.2 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.

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

9.4 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 10
MISCELLANEOUS

10.1 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.

10.2 TERMINATION

10.2.1 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.

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

10.2.3 Notice of termination shall be provided in accordance with Section 10.26, 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 health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 10.26, NOTICES.

10.2.4 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 10.3 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.

10.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONSULTANT shall preserve and make available, at reasonable times 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.

10.4 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.

10.5 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.

10.6 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.

10.7 SUBCONSULTANTS

10.7.1 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.

10.7.2 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:

SubConsultant Name	Specialty or Expertise
Weidener Surveying & Mapping, PA	Land Surveyor
Geosol, Inc.	Geotechnical and Material Testing
CSA Southeast, Inc.	Permitting

10.8 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 10.7.

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 be comparable to the best local and national standards.

10.9 INDEMNIFICATION OF CITY

10.9.1 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 intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this selection shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims 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.

10.9.2 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.

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

10.10 INSURANCE

10.10.1 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 Professional Liability Insurance, Worker's Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's 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. CONSULTANT

shall specifically protect CITY and the City Commission by naming CITY and the City Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

A. Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.

B. Sub-consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and City's Risk Manager on a Task Order by Task order basis.

C. The CONSULTANT shall provide the Risk Manager of the CITY an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the CITY shall be given thirty- (30) days notice prior to expiration or cancellation of the policy. 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 Section 10 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

D. CONSULTANT shall furnish to City of Fort Lauderdale, c/o Procurement Department, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.10.2. **COMMERCIAL GENERAL LIABILITY**

A. Limits of Liability

Bodily Injury and Property
Combined Single Limit

Each Occurrence	$1,000,000
General Aggregate Limit	$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
Employees included as insured
Contractual Liability
Waiver of Subrogation
Premises/ Operations
Care, Custody and Control Exclusion Removed

10.10.3. **AUTOMOBILE BUSINESS**

A. Limits of Liability

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos

Any One Accident	$1,000,000

B. Endorsements Required

City of Fort Lauderdale included as an Additional Insured
Employees included as insured

Waiver of Subrogation

10.10.4 **WORKER'S COMPENSATION**
Limits of Liability
Statutory-State of Florida

10.10.5 **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE**

Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$1,000,000
Deductible- not to exceed 10%	

10.10.6 The City is required to be named as additional insured. **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.

10.10.7 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 Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his 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.

10.11 REPRESENTATIVE OF CITY AND CONSULTANT

10.11.1 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.

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

10.12 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.

10.13 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for 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 proposed new key staff. Contractor Administrator will be reasonable in evaluating key staff qualifications.

If Contractor 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.

10.14 INDEPENDENT CONTRACTOR

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

10.15 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend 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.

10.16 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.

10.17 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.

10.18 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.

10.19 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.

10.20 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 becomes final.

10.21 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.

10.22 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 1-10 of this Agreement shall prevail and be given effect.

10.23 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.

10.24 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.

10.25 THREE ORIGINAL AGREEMENTS

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

10.26 NOTICES

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

CITY:	City Engineer City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301 Telephone: (954) 828-5772
CONSULTANT:	Corzo Castella Carballo Thompson Salman, P.A. (C3TS) 901 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134 (305) 445-2900

10.27 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.

10.28 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.

10.29 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.

10.30 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.

10.31 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 PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

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

CITY

WITNESSES:

Safeea B. Ali
(Witness print/type name)

(Witness print/type name)

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By _____
Mayor

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
City Engineer

CONSULTANT

WITNESSES:

Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

By _____
Name: RAMON CASTELLA, V.P.

Ricardo Blanco
(Witness type/print name)

Ricardo Blanco
(Witness type/print name)

ATTEST:

By _____
ROBERTO J. CARBALLO, P.E.
SECRETARY

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me this 14th day of June, 2006, by Ramon Castella as Vice President of Corzo Castella Carballo Thompson Salman, P.A. (C3TS). He/She is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public, State of
(Signature of Notary taking Acknowledgment)

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Aurora Elena Rodriguez
My Commission DD209931
Expires July 16, 2007

_____
Commission Number

EXHIBIT "A"
CITY OF FORT LAUDERDALE
BRIDGE DESIGN CONSULTING SERVICES RFQ # 262-9313

Corzo Castella Carballo Thompson Salman, P.A. (C3TS) (hereinafter referred to as the "C3TS") proposes to provide services identified below for the Project entitled, "**BRIDGE DESIGN CONSULTING SERVICES RFQ # 262-9313**", pursuant to its Professional Service Agreement with the City of Fort Lauderdale (hereinafter referred to as the "CITY").

I. GENERAL

This Scope of Services is submitted in response to the request by the CITY for C3TS to assist the City Engineering Staff in providing engineering services for the Replacement of the following fourteen (14) bridges:

1) Bridge No. 865712
2) Bridge No. 865713
3) Bridge No. 865729
4) Bridge No. 865732
5) Bridge No. 865734
6) Bridge No. 865735
7) Bridge No. 865736
8) Bridge No. 865737
9) Bridges Nos. 865766 & 865767
10) Bridge No. 865770
11) Bridge No. 865773
12) Bridge No. 865774
13) Bridge No. 865775
14) Bridge No. 865778

II. SCOPE OF WORK

The general objective is for the CONSULTANT to provide design services for the project under different work orders. C3TS will provide Engineering Services in accordance with the following Scope of Work:

Task 1 – Kickoff Meeting

C3TS will conduct a Project Kickoff meeting at the beginning of the Project with the CITY, sub consultants and other interested stakeholders. The agenda of the Kickoff Meeting includes:

a. Distribution of as-built plans, bridge repairs, bridge inspection reports, existing surveys, topographic information, ROW maps, construction permits, and any other information which may have an impact on the design, approval, permitting, construction or operation of this Project
b. Determination and distribution of the project work via task work orders
c. Project budget
d. Project schedule
e. Task Work Order Submittals
f. Quality Assurance/Quality Control

C3TS will generate and distribute copies of minutes. This task also includes initial contract file setup and discussions about maintenance of the files throughout the Project.

Task 2 – Site Visits

C3TS will conduct site visits to visually assess the general condition of the bridges and the roadway approaches, including comparison of the Latest Bridge Inspection Report as it pertains to noted deficiencies affecting each work order. During these visits, the structural conditions of the existing structure will be reviewed and noted.

Task 3 – Task Work Orders

C3TS will meet with the City Engineering Staff to discuss the first task order and the outline of the Project Management Plan (PMP). The PMP will include Scope of Services, Man-hours, Task assignments, Schedule, Quality Assurance/Quality Control procedures and budget (City Staff hours and/or Consultant Staff hours with corresponding Fee proposal).

After C3TS receives the approved work order, C3TS will train the City Engineering Staff in the development process for bridge design techniques as well as in the use of the software that is required for the project as necessary to address the needs of the project and/or City Staff training.

C3TS will prepare a letter of recommendation with the evaluation of possible alternatives for the superstructure and substructure, estimate of probable cost, and recommended alternative for final design. The City Engineering Staff will review the letter and provide comments. The recommended design alternative will be approved by the City.

During the execution of the task work order in selected assignments the City Staff will be responsible for performing a portion of the analysis in which case C3TS will review the computations. The software CONSPAN will be used for the design of the superstructure and RC-Pier for the design of the substructure.

C3TS and the City Engineering Staff will complete other design phases outlined in the PMP. C3TS/City Engineering Staff will prepare plans, cost estimate and technical specifications. The City will complete the Specification Package. C3TS will sign and seal construction plans. The City will process permits and bid. C3TS will assist the City in obtaining the permits and responding RFI's.

C3TS will assist the City in Post Design services during construction.

Task 4 – Surveying Services

Weidener Surveying & Mapping, PA will provide survey information as needed to complete the bridge/roadway project. The intent of the survey is to provide sufficient topographical and vertical reference data (NGVD 29 Vertical Datum) to resurface/reconstruct the roadway approaches. As part of the Survey deliverables all vertical and horizontal control shall be reflected on the certified survey in provisions for all applicable reference data as per Florida Department of Transportation Standards and Florida Statues. The Survey shall also include the horizontal and vertical location of any drainage structures.

Task 5 – Utility Coordination

C3TS will obtain available, existing utility information from the City and utility companies present. If existing underground utility information is unavailable or requires verification, C3TS will retain the services of a consultant to locate as needed existing utilities which

may conflict with the proposed rehabilitation. Designation and Subsurface location of utilities is a Contingency Item and not included in this task. Should this be required Subsurface Utility Engineering (SUE) services shall be performed to limits available within the contingency amount as required. A copy of the survey will be submitted to the CITY. C3TS will coordinate the disposition of utilities on project. This will include initial contact through execution of utility work schedules.

Task 6 – Geotechnical/Material Services

C3TS will retain a geotechnical/materials engineer (Geosol, Inc.) to provide geotechnical information required to complete this Project. The geotechnical/materials services that will be performed in the project area include obtaining core borings from the asphalt pavement, performing laboratory analyses and providing recommendations of the structure foundation and roadway approaches. The geotechnical investigation will require MOT for field investigation in accordance with the Manual of Uniform Traffic Control devices.

Task 7 – Roadway Plans

The Roadway Plans Package includes a key sheet, summary of pay items, typical section(s), roadway plans and profiles, cross sections, drainage details, traffic control plan, roadway quantities and permitting

Task 8 – Bridge Plans

C3TS will prepare a set of Bridge Plans. If the bridge is classified as Historic Bridge, the replacement will require the Historic Preservation Board approval. Any replacement of the bridge components will be designed to maintain its Historic Significance.

Task 9 – Specification Package

C3TS will prepare and provide Technical Specifications for all items and areas of work. The Technical Specifications package will follow the City of Fort Lauderdale Construction Standards and Specifications and the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction (FDOT Specifications). The CITY will prepare the Bid Document Packages.

Task 10– Public Involvement Services

At the CITY's request C3TS will prepare a Community Awareness Plan in accordance with the CITY Guidelines –Preparation and mailing of bilingual "Dear Neighbor" Letters; Public Officials/Agencies Notification Letters, Bilingual Informational Flyers (the CITY to provide complete hard copy mailing list and on CD or Floppy Disk for residences within 500' radius of project site. The CITY will compile mailing list of public officials and local businesses, Coordination for Placement of Public Notices (CITY to place all advertisements in local newspaper and cover cost of advertisements), Preparation and Attendance at one (1) Public Meeting; and Investigation and acquisition of meeting site in the vicinity of the project to hold the Public Meeting.

Task 11– Permitting

C3TS will coordinate permit applications with US Coast Guard, U.S. Army Corp of Engineers, South Florida Water Management District, Broward County Department of Environmental Protection, etc. These services do not include any environmental and/or biological studies required per the permit agencies.

Task 12 - Engineering Estimate and Bidding Assistance

Upon obtaining all necessary approvals of the Construction Document, C3TS will prepare and submit Estimate of Probable Construction Cost. C3TS will assist the CITY in evaluating the bids and awarding the construction contract.

Task 13 – Post Design/Construction

These services are intended to provide Construction Assistance including roadway and structural shop drawing reviews and RFI's which will be required to satisfactorily complete construction. These services are intended to deal with changed conditions and are not intended for CONSULTANT errors and/or omissions.

C3TS will provide to the CITY qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents prepared for the work. Should changed conditions be encountered in the field, and when requested by the CITY, C3TS will respond in a timely manner with suitable engineering solutions which adequately reflect and respond to the changed conditions.

C3TS will be required to provide construction shop drawing review for all components supplied by the contractor requiring shop drawings. This review shall verify the conformance of shop drawings with design drawings. C3TS will review and process shop drawing submittals within seven (7) calendar days of their receipt. Upon completion of the shop drawing review, C3TS will forward the shop drawing package to the CITY's Review Office.

III. DATA TO BE PROVIDED BY CITY

The following data shall be provided by CITY to C3TS within two weeks after Noticed to Proceed:

- Copy of existing plans, latest bridge inspection reports, copy of past reports (if any) of previous work.
- The CITY will provide copies of any available CADD files indicating existing roadway geometry, bridge features, surveys, right-of-way maps, etc., which may be required for the development of plans.
- Processing of permit applications and payment of permitting fees.

III. SUBCONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work.

SubConsultant Name	Specialty or Expertise
Weidener Surveying & Mapping, PA	Land Surveyor
Geosol, Inc.	Geotechnical and Material Testing
CSA Southeast, Inc.	Permitting

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

The proposed timeline for this project is two years with the option to renew this agreement for three successive one year terms. The work will start upon receipt of a formal Notice to Proceed. C3TS will submit a more detailed project schedule within fifteen (15) calendar days after the receipt of the Notice to Proceed of each task work order.

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal (Tasks 1 -13) for a Lump Sum Fee that will be negotiated for each task work order based on the approved hourly billing rates for each of the staff classification. Each task work order will specifically identify the tasks that C3TS is doing and the portion that the CITY Staff is doing along with the associated fees.

CITY will be invoiced monthly, based on hourly billing rates plus reimbursable expenses in accordance with the Professional Services Agreement between the City and C3TS and as expanded in the task work order. C3TS will submit monthly invoices, substantiated by written monthly status reports reflecting the percentage complete of each task.

EXHIBIT "B"

HOURLY BILLING RATES FOR TASK ORDERS

PRINCIPALS	$185
PROJECT MANAGER	$135
SENIOR ENGINEER (PE)	$130
PROJECT ENGINEER	$110
DESIGNER	$ 90
ENGINEER TECHNICIAN	$ 65
SENIOR UTILITY COORDINATOR	$ 95
PUBLIC INVOLVEMENT OFFICER	$ 95
CADD OPERATOR	$ 60
ADMINISTRATIVE ASSISTANCE	$ 40

FEE SCHEDULE (GEOSOL, INC.)
CITY OF FORT LAUDERDALE CIVIL/STRUCTURAL ENGINEERING SERVICES
BROWARD COUNTY, FLORIDA

GEOTECHNICAL FIELD EXPLORATION - (ROADWAY, STRUCTURES)			
Item No.	Description of Services	Unit	Rate 2006
1	Mobilize equipment		
	a. Truck Mounted	Each	$ 325.00
	b. Mudbug	Each	$ 710.00
	c. Moving between Boring Locations	Each	$ 150.00
2	Auger Borings (ASTM D-1452)		
	Land	LF	$ 10.00
3	Standard Penetration Test Borings (ASTM D-1586) Land		
	a. 0 – 50 feet	LF	$ 14.00
	b. 50 – 100 feet	LF	$ 17.00
4	Extra Split Spoon Samples Land		
	a. 0 – 50 feet depth range	Each	$ 40.00
	b. 50 – 100 feet depth range	Each	$ 45.00
5	Rock Coring - 4" Barrel (ASTM D-2113) Land		
	a. 0 – 50 feet depth range	LF	$ 70.00
	b. 50 – 100 feet depth range	LF	$ 85.00
6	Grout Seal Boreholes Land		
	a. 0 – 50 feet depth range (3-Inch Diam.)	LF	$ 6.00
	b. 50 – 100 feet depth range (3-Inch Diam.)	LF	$ 8.00
	c. 0 – 50 feet depth range (6-Inch Diam.)	LF	$ 9.00
	d. 50 – 100 feet depth range (6-Inch Diam.)	LF	$ 10.00
7	Double Ring Infiltrometer (ASTM D-3385)	Each	$ 475.00
8	Borehole Percolation Test	Each	$ 425.00
9	Pavement Cores (without traffic control/MOT)	Each	$ 110.00
10	Install Monitoring (Type II) wells	LF	$ 42.50
11	Casing Allowance Land		
	a. 3 Inch Diameter (0 – 50 feet depth range)	LF	$ 6.00
	b. 3 Inch Diameter (50 – 100 feet depth range)	LF	$ 8.00
	c. 6 Inch Diameter (0 – 50 feet depth range)	LF	$ 12.00
	d. 6 Inch Diameter (50 – 100 feet depth range)	LF	$ 15.00
12	Signs and Barricades:		
	a. Message Board	Day	$ 155.00
	b. Cones, barricades	Day	$ 210.00
	c. Crash Attenuator Truck	Hour	$ 115.00
	d. Arrow Boards	Day	$ 110.00
	e. Off Duty Police Officer including Vehicle	Hour	$ 45.00
	f. Support Truck	Day	$ 150.00

GEOTECHNICAL - LABORATORY TESTING - (ROADWAY, STRUCTURES)			Rate 2006
1	Grain Size Analysis (FM 1-T-88)	Each	$ 65.00
2	Conduct fine content determination (SINGLE SIEVE)	Each	$ 30.00
3	Atterberg Limits (FM 1-T 89/90)	Each	$ 65.00
4	Limerock Bearing Ratio (FM 5-515)	Each	$ 315.00
5	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	Each	$ 150.00
6	Natural Moisture Test (FM 1-T 265)	Each	$ 10.00
7	Organic Content (FM 1-T 267)	Each	$ 45.00
8	Unit Weight Determination - Rock Specimen	Each	$ 50.00
9	Unconfined Rock (ASTM D-2938)	Each	$ 110.00
10	Splitting Tensile (ASTM D-3967)	Each	$ 110.00

GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES - (ROADWAY,			Rate 2006
1	Senior Project Manager/Senior Engineer	Hour	$ 175.00
2	Project Engineer	Hour	$ 135.00
3	Engineering Intern	Hour	$ 100.00
4	Senior Engineering Technician	Hour	$ 75.00
5	Engineering Technician	Hour	$ 65.00
6	Cadd Technician	Hour	$ 65.00
7	Secretarial/Clerical	Hour	$ 55.00

I CERTIFY THAT THE ABOVE RATES ARE THOSE CHARGED TO CLIENTS IN THE PRIVATE AND PUBLIC SECTOR.

RESPECTFULLY SUBMITTED BY
GEOSOL, INC.

ORACIO RICCOBONO, P.E.
PRESIDENT

WEIDENER SURVEYING & MAPPING, P.A.

*MIAMI * ORLANDO * PENSACOLA*

May 2006

RATE SCHEDULE

Title	Hourly Rate(2)
Professional Land Surveyor	126.00
Senior Survey Technician	84.00
Survey Technician	76.00
CADD Operator	69.00
Clerical	47.25
2 Person Field Party	118.00(1)
3 Person Field Party	143.00(1)
4 Person Field Party	174.00(1)

Notes

(1) Includes field vehicle and instrumentation
(2) Does not include overtime premium

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