

AGREEMENT BETWEEN THE CITY OF COOPER CITY and
RES FLORIDA CONSULTING, LLC d/b/a E Sciences E SCIENCES

THIS IS AN AGREEMENT ("Agreement") dated this _____ day of _____ 20____, by
and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("**City**"),

and

RES FLORIDA CONSULTING, LLC d/b/a E Sciences., a Florida corporation, located at 34 East Pine Street, Orlando, FL 32801, hereinafter "**CONTRACTOR**," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide: technical assistance in the implementation of Cycle 4 requirements of National Pollutant Discharge Elimination System Permit; and

WHEREAS, the City Code Section 2-258 provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid No. between CITY OF FORT LAUDERDALE and the CONTRACTOR to provide technical assistance in the implementation of Cycle 4 requirements of National Pollutant Discharge Elimination System Permit and related services ("CITY Agreement"). The City Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY Agreement; and

WHEREAS, the **City** has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of January 10, 2023, the City Commission approved this Agreement and authorized the proper **City** officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the City Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this Agreement by both parties and shall terminate on August 21, 2023 subject to any renewal as provided in the CITY Agreement.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR’s possession or control in connection with the CONTRACTOR’s performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City’s records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City’s information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR’S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK’S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

(REMAINDER INTENTIONALLY LEFT BLANK)

For City: Joseph Napoli, City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite
200 Fort Lauderdale, Florida 33308

For CONTRACTOR: Peter K, Partlow,
RES Florida Consulting, LLC
34 East Pine Street
Orlando, FL 32801

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub-vendors / sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and

utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida Municipal Corporation

BY: _____
JOSEPH NAPOLI, CITY MANAGER

ATTEST:

BY: _____
CITY CLERK


BY: _____
GREG ROSS, MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

RES FLORIDA CONSULTING, LLC., d/b/a E Sciences
A Florida LLC



Signature

BY:  _____

Name: Peter K Partlow

Sarah Walcott

Print Name

Title: General Manager

STATE OF Florida
COUNTY OF Orange

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Peter K Partlow, as General Manager of **RES FLORIDA CONSULTING, LLC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Peter K Partlow, as General Manager of **RES FLORIDA CONSULTING, LLC.**, and who is personally known to me or has produced Personally Known as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 29th day of December, 2022.

MELINA LEON SANTIAGO
Notary Public-State of Florida
Commission # HH164970
Commission Expires 8/12/2025



NOTARY PUBLIC
Melina Leon Santiago
Print or Type Name

My Commission Expires: 08/12/2025



August 26, 2022

RES Florida Consulting, LLC d/b/a E Sciences
Attention: Authorized Signor 34 E. Pine Street
Orlando, FL 33617

Email: nlocke@res.us
ppartlow@res.us

SUBJECT: Renewal of Term Contract for RFQ No. 12355-106-3; General Environmental Engineering Consulting Services, Amendment 1

Dear Authorized Signor,

The subject Contract will expire on August 31, 2022.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional one (1) year at the existing pricing, terms and conditions. **Once renewed, the new contract expiration date will be August 31, 2023.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon complete execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year. **Please be sure any required Insurance Certificates are up to date and attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,

James Hemphill for

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE
By *Peter K. Partlow*

Official Signature
Peter K. Partlow, General Manager
Name Title
8/29/22

Date



AGREEMENT

between

CITY OF FORT LAUDERDALE

and

E SCIENCES, INCORPORATED

for

General Environmental Engineering Consulting Services

RFQ No. 12355-106

AGREEMENT

THIS IS AN AGREEMENT made and entered into this **1 day of September 2020**, by and between:

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

and

E SCIENCES, INCORPORATED, a Florida corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting September 1, 2020, authorized by motion the execution of this Agreement between CONSULTANT and CITY, authorizing the performance of **General Environmental Engineering Consulting Services, RFQ No. 12355-106** (the "Agreement"); and

WHEREAS, the CONSUL TANT is willing and able to render professional services 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 CONSUL TANT dated September 1, 2020 and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by the CONSUL TANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.3 CONSULTANT's PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSUL TANT that by its issuance recommends that CITY pay identified amounts to the CONSUL TANT for services performed by the CONSULT ANT at the Project.
- 1.4 CHANGE ORDER: A written order to the CONSUL TANT approved by the CITY

authorizing a revision of this Agreement between the CITY and the CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

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

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSTRUCTION STANDARDS: Generally, the construction standards shall be as defined in the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions. City's Public Works Director or designee may modify or establish new standards to suit the requirements of a specific project.
- 1.12 CONSULTANT: **E Sciences, Incorporated**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.13 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.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The director of the Public Works Department for the City of Fort Lauderdale.

- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by 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 CONSULTANT, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT's final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by 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.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by 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.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected,

employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.

- 1.25 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.
- 1.26 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate 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: **General Environmental Engineering Consulting Services**, Continuing Contract as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 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. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether 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.
- 4.3 The Contract documents shall have the following order of precedence:
- A. Change orders (to the extent permitted under this Agreement)
 - B. This Agreement and all exhibits, addendums and amendments thereto;
 - C. CITY's solicitation dated December 24/2019;
 - D. Negotiated Task Orders;
 - E. CONSULTANT's response to the CITY's solicitation dated January 22/2020

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.

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

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.

6.3 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.

6.4 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.

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

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

Not To Exceed Amount 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 and special inspections approved by Contract Administrator.

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

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

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

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, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

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 for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant 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 Payments are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 7.4.4 Payment may be made to CONSULTANT at:
E Sciences, Incorporated
34 E. Pine Street
Orlando, FL 32801
nlocke@esciencesinc.com
(954) 484-8500

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 shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for design or 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 The CONSULTANT shall attend conferences or meeting as requested by CITY and as approved by Task Orders.
- 9.3 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.

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT shall attend all pre-proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 9.9.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of 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.

- 9.9.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.
- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from 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.
- 9.9.4 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.
- 9.9.5 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.
- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 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 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be

entitled to be compensated for the services rendered 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.

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 Termination for Convenience. 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 not been performed.

11.2.5 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 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.

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

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).

2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.

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

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

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

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

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

11.7 SUBCONSULTANTS

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

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 sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

AirQuest Environmental, Inc

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 misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

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

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

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 subconsultants and subcontractors 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 transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, 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. 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 thirty (30) 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
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
 Employees included as insured
 Broad Form Contractual Liability
 Waiver of Subrogation Premises/Operations Products/Completed
 Operations Independent Contractors

11.11.3 AUTOMOBILE LIABILITY

A. Limits of Liability:

Covering all owned, hired and non-owned automobile equipment.
 Limits: Bodily injury \$250,000 each person; \$500,000 each
 occurrence

Property Damage - \$100,000 each occurrence

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 10%
Must be in effect for at least five (5) years
after Project completion

11.11.6 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies 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 suspend the Agreement until such time as the new or renewed certificates are received by the CITY or terminate in accordance with Section 11.2.

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

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

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

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 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 applicable 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 in accordance with and governed by the laws

of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

In the event CONSULTANT is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the CITY may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The CONSULTANT waives any and all defenses to the CITY's enforcement in Canada of a judgment entered by a court in the United States of America.

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 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1), signed Agreement, 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 or designee
 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: **E Sciences, Incorporated**
Peter K, Partlow
34 E. Pine Street
Orlando, FL 33617
nlocke@esciencesinc.com
(954) 484-8500

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 ENVIRONMENTAL, HEALTH AND SAFETY

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

11.31 STANDARD OF CARE

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

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

11.33 EVALUATION

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

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.

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be

amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

11.34 Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the

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

11.35 INTELLECTUAL PROPERTY

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

11.36 RIGHTS IN DOCUMENTS AND WORK

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

11.37 REPRESENTATION OF AUTHORITY

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

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

ATTEST:



JEFFREY A. MODARELLI
City Clerk

By:

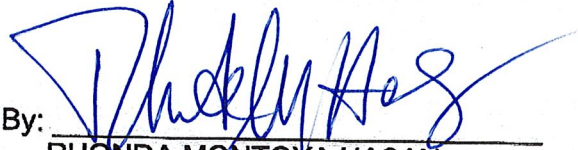


CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

Approved as to form:

By:



RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

[Signature]
Signature

Lilian Arguello
Print Name

[Signature]
Signature

Laura Nuñez
Print Name

E SCIENCES, INCORPORATED

By: [Signature]

Peter K, Partlow, President

Attest:

By: [Signature]
, Secretary



CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF ~~BROWARD~~:
Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of September, 2020, by Peter K, Partlow as President for E Sciences, Incorporated a Florida corporation

(SEAL)



LAURA MALDRIDGE
Commission # GG 222870
Expires June 3, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

Laura M. Aldridge
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"
SCOPE OF SERVICES

The City of Fort Lauderdale is seeking the services of a qualified consulting firm or firms to provide professional services related to a continuing contract for general environmental engineering consultant services and shall include, but not be limited to, the following services as authorized by individual task orders for individual projects:

The following is a list of services that may be required on an as-needed basis as requested by the City. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by environmental engineering consultants, and for which the firm(s) are experienced, qualified, able to perform, in the City's sole opinion:

1. Prepare permit applications and attend meetings with various permitting agencies.
2. Make written or verbal reports to the City Commission, County Commission and State regulatory agencies.
3. Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications.
4. Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines.
5. Assist the City in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations and ordinances.
6. Provide testing or monitoring services with respect to environmental measurements.
7. Asbestos, lead-based paint and radon site testing, assessment and remediation plans.
8. Phase I and Phase II environmental site assessments.
9. Ground water contamination testing, assessment and remediation plans.
10. Dewatering plume calculations for drawdown effects.
11. Soil contamination testing, assessment and remediation plan.
12. Sediment contamination testing, assessment and remediation plan.
13. Atmospheric contamination testing, assessment and remediation plans.
14. Mold contamination testing, assessment and remediation plans.
15. Miscellaneous contamination testing, assessment and remediation plans.
16. Indoor air quality standards studies, assessment and remediation plans.
17. Brownfield compatibility legislation studies.
18. Above ground and below ground petroleum storage tank contamination testing and evaluation.
19. Endangered and/or threatened species evaluation and relocation above ground or below ground.
20. Inspection services to monitor possible, threatened or actual contamination and remediation activities.
21. Design remediation systems related to contamination found at City sites.

22. Carbon Foot Print audits for select facilities or infrastructure.
23. Sustainability evaluation reports.
24. Wetland delineations.
25. Environmental / social justice evaluations
26. Water Quality evaluations.
27. Historical and archeological reviews.
28. U.S. Department of Housing and Urban Development (HUD) / National Environmental Policy Act (NEPA) environmental assessments and remediation plans.
29. Conduct benthic surveys for City waterways, canals and the Intracoastal Waterway system.
30. Assist City to prepare environmental permits applications, respond to Request for Additional Information (RAI), and obtain environmental permits associated with seawall work, canal maintenance dredging or any dredging work for marine facilities.
31. Design, install and monitor groundwater wells.
32. Design, install and monitor tide gauges.
33. Wetland and wetlands landscape design.
34. Pond design.
35. Nutrient removal calculations for stormwater systems.
36. Low impact stormwater system design.
37. Conduct greenhouse gas inventories.
38. Similar and directly related services not specifically listed.

EXHIBIT "B"

HOURLY BILLING RATES FOR TASK ORDERS

General Environmental Engineering Consulting Services

Prime

E SCIENCES, INCORPORATED

PRINCIPAL Registered Engineer/Geologist/Scientist	\$ 220.00	Hour
SENIOR II Registered Engineer/Geologist/Scientist	\$ 165.00	Hour
SENIOR I Registered Engineer/Geologist/Scientist	\$ 155.00	Hour
SENIOR PROJECT Engineer/Geologist/Scientist	\$ 170.00	Hour
PROJECT Engineer/Geologist/Scientist	\$ 120.00	Hour
STAFF II Engineer/Geologist/Scientist	\$ 95.00	Hour
STAFF I Engineer/Geologist/Scientist	\$ 85.00	Hour
SENIOR GIS Analyst	\$ 90.00	Hour
CADD/GIS Analyst	\$ 80.00	Hour
TECHNICIAN II	\$ 80.00	Hour
TECHNICIAN I	\$ 65.00	Hour
ADMINISTRATIVE ASSISTANT/CLERICAL	\$ 55.00	Hour

Sub Consultant

AirQuest Environmental, Inc.

Administration	\$ 55.00	Hour
Field Technician	\$ 68.00	Hour
Industrial Hygienist	\$ 80.00	Hour
Senior Project Manager	\$ 135.00	Hour
Certified Industrial Hygienist / Certified Safety	\$ 155.00	Hour
Professional Engineer	\$ 170.00	Hour



200 East Dania Beach Blvd, Suite 106
Dania Beach, FL 33004

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

November 18, 2022

Mr. Raj Verma
Utilities Director
City of Cooper City Utilities Department
11791 SW 49th Street
Cooper City, FL 33330

**Subject: Proposal to Assist in Implementation of Cycle 4 NPDES Permit Requirements
NPDES Permit #FLS000016-004
Cooper City, Broward County, Florida
RES Proposal Number 2-1331-P03**

Dear Mr. Verma,

RES Florida Consulting, LLC d/b/a E Sciences is pleased to submit this proposal to Cooper City (City) to provide assistance in implementing the requirements of the Cycle 4 Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-004 for the Broward County co-permittees, which includes the City.

Included, and incorporated as part of this proposal, is background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

RES's understanding of this project is based upon our experience with the City's NPDES needs and on our familiarity with portions of the City's NPDES MS4 program. It is our understanding that you would like our assistance in implementing multiple Year 6 permit requirements.

It should be noted that the fee for this proposal has increased in comparison to the funding provided for last year's services. This is due to additional scope items being addressed in this proposal which have not been previously included, such as assisting with NPDES planning for Year 7, the pollutant loading analysis (which was included in past proposals but not completed due to discrepancies with the County and will be prepared under this proposal), and preparation of the Year 6 annual report.



PROPOSED SCOPE OF SERVICES

RES proposes the following scope of services based upon our understanding of the project needs.

1. Preparation of Cycle 4, Year 6 Annual Report

- a. RES will coordinate with City staff to obtain the data required to complete FDEP's Annual Report Form for the Cycle 4 Year 6 annual report (January 1, 2022 – December 31, 2022). This task includes ongoing coordination with the City throughout the year to ensure NPDES requirements for the consecutive year is being regularly performed and documented.
- b. RES will prepare the Cycle 4, Year 6 Annual Report. The deliverable will be the Annual Report, due to FDEP no later than June 30th, 2023. RES will provide up to two drafts of the Annual Report for review to the City. RES will provide the final Annual Report package to the City for submittal to FDEP. RES can submit the Annual Report and attachment(s) to FDEP upon request.

2. Preparation of Cycle 4, Year 6 Annual Report Attachments

a. Part V.B.3 of the Permit – Reporting of Assessment Plan Results

(This is an annual permit requirement. This proposal includes preparation of supporting documentation for the Cycle 4 Year 6 results only.)

- i. The City's Stormwater Management Program (SWMP) Assessment Program Plan (Plan) was approved by FDEP on August 7, 2020. The City is required to annually assess their SWMP in accordance with the Plan. The Plan is comprised of two parts: the pollutant loading analysis and review of monitoring data. The pollutant loading analysis consists of two parts:
 1. Calculation of the City's MS4 pollutant load, which is based on land use (calculated in Year 3 only by Broward County).
 2. Calculation of the amount of the pollutant load reduction based on the City's implementation of best management practices (BMPs) (calculated annually).
- ii. RES will review the Year 3 pollutant loading analysis prepared by Broward County. RES has been working with the County over the past couple of years to replicate their calculations but several data gaps remain unresolved. Once the review is completed, RES will prepare a memorandum to the City describing the formulas, data and criteria used for the pollutant load calculations based on data provided by Broward County. Once approved by the City, we will use the outcome of this review to prepare the responses to Sections III.B and C of the Annual Report.

Note: While this task has been included in previous proposals, due to delays in compiling the necessary information from Broward County and unresolved data discrepancies, the memorandum has not been completed to date.



- iii. RES will coordinate with the City to determine if there have been projects implemented that included stormwater treatment over the Year 6 period. If so, pollutant reduction based on the treatment added will be calculated. These calculated reductions will be used to update the pollutant loading reductions and will be reported to FDEP in the Annual Report.
- iv. RES will review the County's monitoring data for sites 28, and 29 and evaluate potential trends in the results. These monitoring sites were identified in the City's approved Plan to be used, in conjunction with the pollutant load analyses, for the evaluation of the SWMP.

Deliverables:

- Memo summarizing how the pollutant loads were calculated by the County. The memo will include backup calculations which can be used to update as needed for future Annual Reports.
- Responses to Sections III.B and C of the Annual Report.

b. Part VIII.B.4 of the Permit – TMDL Status

(This is an annual permit requirement. This proposal includes the preparation of the required documentation for the Cycle 4 Year 6 results only. An additional proposal will be prepared if the City would like RES to prepare similar documentation for future permit years.)

In accordance with Part VIII.B.3 of the permit, the City submitted a Bacteria Pollution Control Plan (BPCP) for WBID 3281 with their Cycle 4 Year 3 Annual Report in June 2020. Part VIII.B.4 of the permit requires the City to report the progress of the recommendations included in the BPCP in Part IX of each subsequent Annual Report. To facilitate this reporting requirement, RES included a table in Section 7 of the BPCP summarizing the Management Actions and BMPs performed by the City as part of their day-to-day operations that help reduce bacteria pollution. By reporting on the progress of the items outlined in that table, the City will satisfy the requirements of Part VIII.B.4 of the permit. RES will coordinate with the City to compile the data and finalize the table to respond to Part IX of the Year 6 Annual Report.

Deliverable:

- Response to Part IX of the Annual Report.

3. Permit Implementation Calendar for Year 7

At this time, FDEP has not issued the Cycle 5 permit. Therefore, it is anticipated that the Broward County co-permittees will implement a Year 7 (January 1, 2023 – December 31, 2023) during the Cycle 4 permit. RES will assist the City with the development of a permit implementation calendar to track the Year 7 permit



implementation tasks and annual report forms, and to assist with NPDES compliance year-round. RES will provide the City with a memo describing the requirements for the upcoming permit year.

4. General NPDES Continuing Services

- a. Attending meetings with the City or on behalf of the City as requested and preparing meeting minutes.
- b. Assisting the City with responding to one round of Requests for Additional Information (RAI) from FDEP in regard to the BPCP submitted to FDEP in June 2020 as an attachment to the Year 3 Annual Report. At this time, the City has not received an RAI or approval from FDEP. The deliverable for this task would be a response to the RAI, if issued by FDEP, for review and submittal by the City (or RES as requested).
- c. Provide technical support for the implementation of the NPDES MS4 Permit as needed and requested by City staff. There are no specific deliverables associated with this task.

FEE

We propose to provide the services outlined above for a fee not to exceed \$24,780. Services will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. RES will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

We can begin coordination with the City regarding NPDES tasks for implementation within the remaining calendar year and for the next calendar year within one week of our receipt of authorization to proceed. We will submit the draft Annual Report and backup documentation to the City no later than June 1, 2023. Any comments received from the City by Monday, June 12, 2023, will be addressed prior to submittal to FDEP on or before June 30, 2023.



AUTHORIZATION

The services proposed herein will be provided under the terms and conditions of the "General Environmental Engineering Consulting Services" contract executed between RES and the City of Fort Lauderdale as permitted by agreement between the Cooper City and the City for Fort Lauderdale. Please provide written notice of authorization to proceed with the proposed scope in accordance with the "General Environmental Engineering Consulting Services, Amendment 1" contract executed on August 31, 2022.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,

RES Florida Consulting, LLC d/b/a E Sciences

Rachel E. Vitek, GISP
Project Manager

Maria Paituvi, P.E.
Senior Engineer