

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 20, 2024

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development.

Prepared By: DuSean Grant, Sr Project Engineer, Brenda Martin, Sr Contracts Admin Manager

Temp. Reso. Number: R8275

Item Description: Temp. Reso. No. R8275, APPROVING THE FINAL RANKING AND AWARD OF FDOT-LAP-REQUEST FOR QUALIFICATIONS NO. 24-07-39 (RE-BID), ENTITLED "CONSTRUCTION ADMINISTRATION SERVICES FOR MIRAMAR BIKE AND PEDESTRIAN IMPROVEMENTS - FM 447795.1" TO THE HIGHEST EVALUATION SCORING, MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, CARNAHAN, PROCTOR & CROSS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH CARNAHAN, PROCTOR & CROSS, INC. FOR THE PROVISION OF SERVICES IN AN AMOUNT NOT-TO-EXCEED \$447,499.69. (City Engineer, Salvador Zuniga)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes No

REMARKS: Funding in the amount of \$450,000.00 is available in the City's Capital Improvement Program (CIP) Project No. 52097 – Miramar Bike and Pedestrian Mobility Improvements, GL Account Nos. 395-55-800-541-000-606510-52097 CIP-Construction (\$450,000.00).


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8275**
 - **Exhibit A:** Proposed Professional Services Agreement with Carnahan, Proctor & Cross, Inc. with Exhibit to Agreement
- **Attachment(s)**
 - **Attachment 1:** Evaluation and Scoring Sheet
 - **Attachment 2:** Location Map



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: November 14, 2024

RE: Temp. Reso. No. R8275, approving the final ranking and award of FDOT-LAP-Request for Qualifications No. 24-07-39 (RE-BID) to the highest ranked, responsive and responsible proposer, Carnahan Proctor & Cross, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No.8275, approving the final ranking and award of FDOT-LAP-Request for Qualifications No. 24-07-39 (RE-BID), ("RFQ"), entitled " Construction Administration Services for The Miramar Bike and Pedestrian Improvements - FM 447795.1" (the "RFQ") to the highest evaluation scoring, most qualified responsive, responsible proposer whose proposal is most advantageous to the City, Carnahan Proctor & Cross, Inc. (the "Consultant"); and authorizing the City Manager to execute the proposed Professional Services Agreement with the Consultant for the provision of services in an amount not-to-exceed \$447,499.69.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: The Miramar Bike and Pedestrian Mobility Improvements Project was selected as a high-ranking project from the Broward Metropolitan Planning Organization (MPO); and federal funding was allotted towards construction administration services, more specifically for Construction Engineering Inspections (CEI) during construction.

On July 3, 2024, the City's Procurement Department advertised the RFQ in a newspaper of general circulation, DemandStar, Broward County and Social Media. Three proposals were received on August 5, 2024, the date of the scheduled proposal submittal deadline.

On August 28, 2024, the appointed selection committee comprised of City staff evaluated, scored, and ranked all submittals based on the criteria contained in the RFQ and determined that Carnahan, Proctor & Cross, Inc., was the highest evaluating scoring, responsive and responsible Proposer.

On September 12, 2024, oral presentations were conducted with the three proposers, and the committee determined the Consultant as the highest evaluation scoring, most qualified responsive, responsible proposer whose proposal is most advantageous to the City.

The City and the Consultant have negotiated the fees for CEI services for the Project in an amount not-to-exceed \$447,499.69.

DISCUSSION The CEI services are for the Project's mobility improvements along:

- Miramar Parkway from Commerce Parkway to Palm Avenue
- SW 148th Avenue from Bass Creek Road to SW 27th Street
- SW 68th Avenue from Miramar Parkway to SW 27th Court

The mobility improvements include a combination of buffered bike lanes, shared use paths and sidewalks throughout the above locations. The project will be delivered via the Florida Department of Transportation (FDOT) Local Agency Program (LAP) which is a reimbursement-based program. The City Commission approved Reso 21-50 in support of the project and committing to fund upfront costs to be reimbursed pursuant to the FDOT's LAP agreement with the City.

ANALYSIS: FDOT will reimburse costs for eligible CEI items on a quarterly basis as per the LAP agreement. Pursuant to the LAP agreement, FDOT will reimburse the City up to a maximum amount of \$448,856 for CEI services. The City has allocated sufficient funds to upfront the cost of CEI in the FY24-25 Capital Improvement Program (CIP) Project No. 52097 - Miramar Bike and Pedestrian Mobility Improvements.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FINAL RANKING AND AWARD OF FDOT-LAP REQUEST FOR QUALIFICATIONS NO. 24-07-39 (RE-BID), ENTITLED “CONSTRUCTION ADMINISTRATION SERVICES FOR MIRAMAR BIKE AND PEDESTRIAN IMPROVEMENTS - FM 437795.1” TO THE HIGHEST EVALUATION SCORING, MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, CARNAHAN, PROCTOR & CROSS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH CARNAHAN, PROCTOR & CROSS, INC. FOR THE PROVISION OF SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$447,499.69; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is seeking Construction Administration Services in the form of Construction Engineering Inspections (“CEI”) during construction of the Miramar Bike and Pedestrian Improvements (the “Project”); and

WHEREAS, the Florida Department of Transportation (“FDOT”) has allocated CEI funds for the Project on their 5-year work program through FM 437795.1; and

WHEREAS, the City of Miramar (“City”) will deliver the Project in accordance with FDOT’s Local Agency Program (“LAP”); and

WHEREAS, the City solicited the delivery of professional services in the form of CEI for the Project; and

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WHEREAS, on July 3, 2024, the City's Procurement Department advertised the FDOT-LAP-RFQ 24-07-39 (RE-BID) ("RFQ") in a newspaper of general circulation, DemandStar, Broward County and social media; and

WHEREAS, three proposals were received on August 5, 2024, the date of the scheduled proposal submittal deadline; and

WHEREAS, on August 28, 2024, the appointed selection committee comprised of City staff evaluated, scored, and ranked all submittals based on the criteria contained in the RFQ and determined Carnahan, Proctor & Cross, Inc. to be the highest evaluation scoring most qualified responsive, responsible proposer; and

WHEREAS, on September 12, 2024, oral presentations were conducted with the three proposers, and the committee determined Carnahan, Proctor & Cross, Inc. ("Consultant") to be the highest evaluation scoring most qualified responsive, responsible proposer whose proposal is most advantageous to the City; and

WHEREAS, The City and the Consultant have negotiated the fees for Construction Administration Services for the Project in an amount not-to-exceed \$447,499.69; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve and authorize the City Manager to execute the proposed Professional Services Agreement with Carnahan, Proctor & Cross, Inc., in an amount not-to-exceed \$447,499.69, in the form attached hereto as Exhibit "A."

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of FDOT-LAP-RFQ No. 24-07-39 (RE-BID), to Carnahan, Proctor & Cross, Inc.

Section 3: That the City Manager is authorized to execute the proposed Professional Services Agreement with Carnahan, Proctor & Cross, Inc., in an amount not-to-exceed \$447,499.69, in the form attached hereto as Exhibit “A,” together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form and legal
sufficiency for the use of and reliance by the
City of Miramar, Florida only:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



**AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
CARNAHAN, PROCTOR AND CROSS, INC.
FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIRAMAR BIKE
AND PEDESTRIAN IMPROVEMENTS – FM 437795.1**

THIS AGREEMENT (“Agreement”) is made effective on the last date of execution herein between the CITY OF MIRAMAR, FLORIDA (“City”), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and CARNAHAN, PROCTOR AND CROSS, INC. (“Consultant”), a Florida Profit Corporation, whose principal address is 814 South Military Trail, Deerfield Beach, FL 33442.

WHEREAS, the City issued Request for Qualification RFQ No. 24-07-39 (RE-BID), a Florida Department of Transportation (“FDOT”) funded project (“RFQ”) for Construction Administration Services for the Miramar Bike and Pedestrian Improvements Project – FM 437795.1 (“Work”, “Project” or “Services”); and

WHEREAS, Consultant was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

WHEREAS, Consultant and City have agreed upon a Scope of Services and fee for such Services, upon FDOT approval; and

WHEREAS, on [REDACTED], 2024, the Miramar City Commission awarded the RFQ to Consultant, upon FDOT approval; and

WHEREAS, Consultant is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, City desires to engage Consultant to perform the Services specified herein under the terms of this Agreement.

NOW THEREFORE, the City and Consultant, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the RFQ, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the RFQ or in the General Terms and Conditions incorporated herein and made a part hereof. In the event of conflict, the Local Agency Program Agreement 437795-1, dated April 5, 2024, definitions and all other terms and conditions contained in the RFQ shall govern.

ARTICLE 2
SCOPE OF SERVICES

2.1 The Consultant shall provide the City with the construction management services described within Section 2, Scope of Services of the RFQ, construction documents and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 3
CONSULTANT AND CITY'S RELATIONSHIP

3.1 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant represents that it will furnish its best skill and judgment in performing the Consultant's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Consultant accepts a fiduciary duty with the City and warrants and represents to the City that the Consultant:

- A.** Has all licenses and certifications required by applicable Law to perform the Consultant's Services and the Work;
- B.** Is experienced in all aspects of the Work required for projects similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Consultant's Services and the Work; and
- D.** That no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Consultant acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4
TERM

The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein. Term should not exceed 400 Calendar days, after issuance of the Notice to Proceed, absent executed amendment by both parties, and approval by FDOT.

ARTICLE 5
CONSULTANT'S RESPONSIBILITIES

5.1 Consultant agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

5.2 Consultant shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

5.3 Consultant acknowledges that all meetings relating to Work performed pursuant to this Agreement shall take place via teleconferences, webinars, City facilities, or any venue as agreed to by both parties.

5.4 Consultant agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Consultant under this Agreement, will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions.

5.5 Consultant is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule that will be submitted to the City for final approval by FDOT.

ARTICLE 6
CITY'S RESPONSIBILITIES

6.1 In exchange for the Services to be performed by Consultant, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Consultant in the amount of Four Hundred Forty-Seven Thousand Four Hundred Ninety-Nine and 69/100 Dollars (\$447,499.69).

6.2 Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida

Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 7 **INDEMNIFICATION**

7.1 To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify, and hold harmless the City, FDOT, State of Florida, its current, past or future officers, directors, agents, and employees, against and from all claims, actions, damages and liability arising out of, relating to, or resulting from negligence or wrongful acts, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City, FDOT and State of Florida, to the extent and within the limitations of Section 768.28 F.S. Such indemnification by the Consultant shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Consultant, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Consultant, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or FDOT or any other parties by the Consultant, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Consultant, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Consultant.

7.2 The Consultant shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

7.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Consultant or any Subconsultant (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

7.4 The Consultant acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Consultant, as consideration for the indemnification given by the Consultant to the City.

7.5 The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by City and FDOT to indemnify Consultant for the negligent acts or omissions of the Consultant, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the City and FDOT for the negligent acts or omissions of the City and FDOT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 8 **TERMINATION**

8.1 **TERM OF AGREEMENT** - This Agreement shall commence on the date that it is fully executed by all parties. Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule submitted by the Consultant and accepted by the City with approval by FDOT. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Consultant has no control, if City approves such extensions in writing.

8.2 **TERMINATION - For Convenience** - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Consultant. In the event of termination by City, Consultant shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Consultant in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Consultant's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Consultant shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

8.3 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Consultant abandons this Agreement or causes it to be terminated by City, Consultant shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

ARTICLE 9 **DEFAULT**

9.1 An event of default shall mean a breach of this Agreement by Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A.** Consultant has not performed Services on a timely basis as set forth in the Project Schedule submitted by Consultant and accepted by the City, with the approval of FDOT;
- B.** Consultant has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C.** Consultant has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D.** Consultant has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver;
- E.** Consultant has failed to obtain the approval of City where required by this Agreement;
- F.** Consultant has failed in the honoring of any warranties; or
- G.** Consultant has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

9.2 In the event Consultant fails to comply with the provisions of this Agreement, City may declare Consultant in default, notify Consultant in writing, and give Consultant 15 calendar Days to cure the default. If Consultant fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Consultant shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 8 above, and its right for damages under Article 9.3.

9.3 In the event of Default, Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost funding, and
- B.** The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

9.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and

remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 10 **DELIVERY OF MATERIALS**

10.1 Upon receipt of notice of termination under Articles 8 or 9 above, Consultant shall immediately deliver to City all Materials held or used by Consultant in connection with the Services except those Materials, if any, owned by Consultant or supplied by Consultant at Consultant's own cost. If, at the time of termination further sums are due Consultant, Consultant shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

10.2 Upon receipt of notice of termination for any reason, Consultant shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Consultant to perform. Consultant shall perform additional Services with the standard of care as stated in Article 5 above.

ARTICLE 11 **CONTRACT DOCUMENTS**

11.1 The Contract Documents which comprise the entire agreement between City and Consultant concerning the Work consist of the Local Agency Program Agreement 437795-1, dated April 4, 2024, this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Consultant's Proposal;
- Solicitation or RFQ, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12
ASSIGNMENT

No assignment by the Consultant of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent and approval of FDOT and the City, which may be withheld for any reason.

ARTICLE 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Consultant shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and all Subconsultants (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Consultant.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to five years following the date of Final Completion, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of five years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of this Agreement. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and Chapter 20.055(5), Florida Statutes, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Consultant support and/or documentation for any submission. Upon execution of the Agreement, the Consultant agrees that the City shall have unrestricted access during normal working hours to all Consultant's records relating to this Project, including hard copy as well as electronic records, for a period of five years after Final Completion.

14.4 In accordance with Section 20.055(5) F.S., It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

ARTICLE 15
SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 16
PUBLIC RECORDS

16.1 The Consultant shall comply with The Florida Public Records Act as follows:

16.1.1 Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

16.1.2 Upon request by the City's records custodian, provide the 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.

16.1.3 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, and following completion of this Agreement until the records are transferred to the City.

16.1.4 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 the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

16.1.5 The Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

16.1.6 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 Consultant understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Consultant agrees

to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

17.2 Consultant agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Consultant also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

17.3 The knowing employment by Consultant or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 18 **INSURANCE**

18.1 Consultant, as the Prime, shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
\$2,000,000 each occurrence, \$2,000,000 general aggregate;

Professional Liability: \$2,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$2,000,000;
- Bodily Injury, \$2,000,000 each person, \$2,000,000 each occurrence;
- Property Damage, \$2,000,000 each occurrence or combined single limit of \$2,000,000 each occurrence;
- Automobile Liability: \$2,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$2,000,000 each accident, \$2,000,000 each employee for injury by disease, \$2,000,000 aggregate for injury by disease.

18.2 The City and FDOT shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City and FDOT as an Additional Insured, a waiver of subrogation in favor of the City and FDOT

and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 19
INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

ARTICLE 20
NONDISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 21
COSTS AND ATTORNEY FEES

If either City or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 22
CONFLICT-OF-INTEREST

22.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting Work. The

conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Consultant in completion of the Work tasks under this Agreement.

22.2 Furthermore, Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Consultants or vendors providing professional services on projects assigned to Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to the City.

ARTICLE 23 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 24 WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 25 BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 26 NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONSULTANT:

ATTN: Herb Tillman, PM
CARNAHAN PROCTOR
& CROSS, INC.
814 South Military Trail
Deerfield Beach, Florida 33442
Telephone: (954) 972-3959
Fax: [REDACTED]
Email: HTillman@cpc-eng.com

TO THE CITY OF MIRAMAR:

ATTN: Dr. Roy L. Virgin, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

ARTICLE 27
CITY'S OWN FORCES

27.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Consultant's responsibilities under this Agreement.

27.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Consultant's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Consultant from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 28
LIMITATION OF LIABILITY

28.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Consultant herein, less any sums paid by the City. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for

breach of contract to be limited to a maximum fee paid to Consultant herein, less any sums paid by the City.

28.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant agrees that the City shall not be liable to Consultant for damages in an amount in excess of the fee paid to the Consultant herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section §768.28, Florida Statutes.

28.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 29 **NON-SOLICITATION**

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 30 **THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and Consultant executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 31 **WARRANTY AND GUARANTEE**

Consultant warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Consultant's profession. Consultant shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Consultant pursuant to this Agreement for four years after the date of acceptance of the Services by City. Consultant shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Consultant pursuant to this Agreement at no cost to the City.

ARTICLE 32
VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 33
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Consultant has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 34
SEVERABILITY

34.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

34.2 City and Consultant each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 35
REAFFIRMATION OF REPRESENTATIONS

Consultant reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 36
SCRUTINIZED COMPANIES

36.1 Consultant certifies that it and its subconsultants 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 Consultant or its subconsultants are found to have submitted a false certification; or if the Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subconsultants 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 Consultant, its affiliates, or its subconsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subconsultants 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.

36.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 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.

ARTICLE 37 **CERTIFICATE OF COMPETENCY**

Consultant shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Consultant to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Consultant's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Consultant, and in its best interest, allow Consultant to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 38 **E-VERIFY PROGRAM**

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

[THE REMAINDER INTENTIONALLY LEFT BLANK]

ARTICLE 39
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

CARNAHAN PROCTOR & CROSS, INC.:

By: _____
President
Gregory Proctor

This ____ day of _____, 2024.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



Exhibit A



CONSTRUCTION ENGINEERING & INSPECTION SERVICES PROPOSAL

DATE: NOVEMBER 04, 2024

CONSULTANT: CARNAHAN PROCTOR AND CROSS, INC.

CONTRACT NO. _____ FOR CEI SERVICES

CITY P.O. NO. _____ CITY EXPENSE CODE: _____

CITY PROJECT NO. FM 437795-1 CONSULTANT PROJECT NO. P24-184

TITLE: Miramar Bike and Pedestrian Improvements Project, The City of Miramar, FL.

Professional Services

This Proposal, when executed, shall be incorporated in and shall become an integral part of the Contracting Instrument to be specified by the City and as mutually agreed to by the Consultant.

1. PROJECT DESCRIPTION

The City of Miramar is in receipt of Federal funding via the Broward Metropolitan Planning Organization’s (“MPO”) 2035 Long Range Transportation Plan (“LRTP”). The City has committed to administer and deliver the project under the Local Agency Program (“LAP”). The City of Miramar (City) wants Carnahan, Proctor & Cross, Inc. (Consultant) to provide Professional Engineering & Construction Inspections Services relating to the Construction of Miramar Bike and Pedestrian Improvements Project (Project), in accordance with the terms, conditions, and specifications contained in the City’s Request for Qualifications **FDOT-LAP-RFQ #24-07-39 (RE-BID)**. The Project includes the following segments:

- **Miramar Parkway (from Commerce Pkwy to Palm Ave)**
 - Roadway milling and resurfacing on northside
 - Lane reduction to 11’ on north side
 - 7’ buffered bike lane on north side
 - 9’ combined shared use path on south side
- **Miramar Parkway (from Palm Ave to Douglas Rd.)**
 - 10’ shared use path on both sides
- **SW 148th Ave (from SW 48th Court to SW 36TH Street)**
 - Shared-use path on east side with on street sharrow on west side
- **SW 148th Ave (SW 36TH Street to SW 30th Street)**
 - On street sharrow for both east side and west side
- **SW 148th Ave (from SW 30th Street to SW 27th Street)**
 - Shared-use path on west side with on street sharrow for both sides
- **SW 68th Ave (from Miramar Parkway to SW 27th Court)**
 - 5’ sidewalk on west side



2. SCOPE OF SERVICES

The Scope of Services Consultant will provide for this Project will include civil engineering, project administration, and construction inspections services in support of the City's selected construction contractor's efforts to construct the improvements in accordance with the Kimley-Horn and Associates Plans and Specifications dated March 14, 2024. Consultant will provide Construction Engineering and Inspection (CEI) and project administration services in accordance with **FDOT LAP Agreement FPN 437795-1-58/68-01**, and with City policies, procedures, standards, and requirements for the Project. Consultant will provide the City with construction administration services as set forth in the LAP Manual and the Federal Highway Administration Contract Administration Core Curriculum Manual (FHWA CACCM). Any and all plans, specifications, reports, studies, and documentation, will adhere to Florida Greenbook Standards, LAP Specifications, City of Miramar materials testing requirements and any other applicable manual, guideline, or standard. In the event of conflict, the LAP Specifications shall take precedence. Consultant's project administration services will include the following activities required to oversee the construction of a Federal-aid project (but not limited to): Construction project inspection, project administration and recordkeeping, materials acceptance testing and verification, federal contract compliance and resident compliance specialist services. Consultant will be responsible for coordinating a Preconstruction Conference as soon as practicable after a contract is awarded. The consultant will notify the contractor and all other project stakeholders.

3. CONSTRUCTION ADMINISTRATION AND ENGINEERING

- a. **Preconstruction Meeting** – Consultant will prepare an agenda and facilitate the pre-construction meeting with the City's Contractor, City staff and project stakeholders. Consultant will coordinate with all associated permitting agencies to attend the meeting. Consultant will prepare, and issue written minutes of pre-construction meeting.
- b. **Submittal Review** – Consultant will receive, log, and review shop drawings and product submittals for general conformance with the design intent and provisions of the Contract Documents. Consultant will review and return submittals to City and Contractor within 14 calendar days of receipt. A submittal log will be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, and returned along with a record of review comments.
- c. **Progress Meetings** – Consultant will chair construction progress meetings with the City and Contractor. Consultant will conduct no more than one (1) formal progress meeting per month with an agenda and written summary of the issues discussed.
- d. **Pay Estimate Review** – Consultant will review monthly payment applications submitted in a format acceptable to the City. Consultant will verify the quantities and invoiced amount as represented on the pay request and make a written recommendation to the City to proceed with the payment as requested, or as modified based on Consultant review.
- e. **Construction Schedule Review** – Consultant will monitor the construction schedule and review the Contractor's 2-week look ahead schedule with Consultant's inspector. Consultant will report to the City any condition that may cause project delay. If schedule slippage is identified, Consultant will notify the Contractor in writing and request the Contractor to provide a recovery plan and an updated schedule.
- f. **Construction Clarifications** – Consultant will respond in writing to Contractor's Request for Information (RFI) regarding the Contract Documents. Consultant will coordinate with

Engineer of Record (EOR) as required to issue design interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely manner. A detailed RFI log will be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, and returned along with a record of responses.

- g. **Construction Claims and Changes** – Consultant will prepare, review, and negotiate City requested or Contractor initiated Field Order (FO), Work Change Directive (WCD), or Change Order (CO) during the construction period. Consultant will review and discuss recommendations with City all Contractor delay claims or requests for additional compensation within the construction period. Consultant will respond to the Contractor's claims in accordance with the Contract Documents. Consultant will not verbally or in writing execute any change orders with the Contractor. The City has sole authority to execute change orders.
- h. **Tracking & Oversight of Material Samples** – Consultant will track and oversee Contractor's Testing Lab for all specified material certifications, samples, and testing, while verifying Chain of Custody. Consultant will also review signed and sealed reports from testing agencies for compliance.
- i. **Certification of Construction Completion** – Consultant will notify the City and Contractor in writing once the Project is deemed to meet contract completion milestones. Consultant will certify based on visible inspections and reviews of testing reports that the project was constructed in general conformance with the Contract Documents and permit Conditions.
- j. **Substantial Completion and Final Completion Inspections** – In conjunction with City staff, Consultant will make preliminary and final inspections at Substantial Completion (SC) and Final Completion (FC). Consultant will prepare a Project Completion "punch list" after preliminary inspection at SC and FC. Consultant will review completion of identified punch list items before final inspection to assist in the determination that if SC or FC has been achieved by the Contractor. Consultant will advise the City and provide formal notice to the Contractor once SC or FC of the project has been reached in accordance with the Contract Documents.
- k. **Record Drawings** – Consultant will review monthly progressive as-built record drawings from the Contractor and provide comments to achieve the final set of signed and sealed as-built record drawings upon FC.
- l. Consultant will confirm contractor's **FDEP NPDES Compliance Verification**. CEI will coordinate for the Contractor to submit the NPDES NOI and NOT for the project; will monitor the Contractor's adherence to the requirements of the SWPPP; and will collect and monitor the Contractor's reporting as required under the NPDES permit requirements.
- m. **Project Closeout** – In conformance with contract documents, Consultant will review and deliver to the City's Project Manager the required contract documentation submitted by the Contractor as listed under the construction agreement. The Consultant will provide one copy of a complete set of final shop drawing submittals and the Contractor's field mark-up drawings demonstrating any construction deviations from the original construction plans as were provided to Consultant by the Contractor during the construction of the Project.



4. INSPECTION SERVICES

The Consultant will provide one (1) Inspector during construction of the work (8 hours per day or 40 hours per week) for the entire duration of the Construction Contract, but no more than 345 Calendar Days without an Additional Services Amendment to this CEI Consultant Contract. Activities performed by Consultant will consist of providing one (1) Inspector during the construction of the project for the 345 Calendar Days duration, to observe the quality and general conformance of the construction work, and to determine, in general, if the construction is proceeding in accordance with the Contract Documents so that an engineering certification can be made in accordance with City and outside agency permit requirements.

The Consultant will provide inspection services to include, but not be limited to:

- Serve as owner's representative with construction Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.
- Provide daily reports and submit them daily to Consultant's PA for approval. Daily reports will document all Contractor and Subcontractor personnel, all equipment on-site, whether it is idle or not, materials, quantities of work performed, weather condition, daily narrative of site activities, and any other necessary information. Daily Reports will include photographic documentation of construction activities daily.
- Verify that the Contractor is complying with National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) plans, which are required by the Contractor to maintain during construction.
- Ensure that Contractor is complying with all City, State and Federal safety standards and that there is strict adherence to approved Maintenance of Traffic (MOT) plans.
- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Consultant's inspector will report, in writing to the City, whenever Consultant believes that work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
- Accompany visiting inspectors representing permit or regulatory agencies having jurisdiction over the project. Record in writing the outcome of these inspections and report to City.
- Consider and evaluate construction Contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. CEI Consultant's Construction Manager shall make recommendation for action by the City.
- Review Contractor's as-built record drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.
- Inspectors will work with the Contractor and develop a daily pay item quantity sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.

5. LIMITATIONS OF AUTHORITY

Limitations of inspector's authority, except upon written instructions from the City:



- Will not exceed limitations on CEI's authority as set forth in the Contract Documents.
- Will not undertake any of the responsibilities of Contractor, Subcontractors or Consultant's Project Administrator to expedite the work.
- Will not issue directions relative to any aspect of means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- Will observe, report, and oversee but not participate in specialized field or laboratory tests.

6. SCHEDULE AND DURATION

All Consultant Services described herein will be completed within 400 Calendar Days from the Notice to Proceed, absent executed amendment by both parties, and approval by FDOT. Consultant's assumed start date is January 13, 2025, and end date is February 17, 2026, unless the City issues a Notice to Proceed directing an earlier start date, thus starting the 400 Calendar Day Duration on that date. The 400 Calendar Days Total Duration of this Construction & Engineering Inspections Proposal is contingent on the City's Construction Contractor completing all construction, obtaining final inspections and completing project close-out requirements within 345 Calendar Days of the City's Notice to Proceed Effective Date issued to its Contractor. If the City's Contractor exceeds the 345th Calendar Day Duration for any reason, or for no reason, the City shall issue to Consultant in a form agreeable to FDOT, an Amendment for Additional Services for each and every Calendar Day the Contractor exceeds its 345 Calendar Days Total Duration, and Consultant's compensation will be determined by the number of Consultant's Staff hours at the Fully Loaded Hourly Rates as are required to provide these Additional Services

7. COMPENSATION

Compensation for Consultant's services described herein shall be rendered by the City monthly, and on a Lump Sum, Percentage of Contract Completion basis in accordance with 23 CFR 172.9. Total Compensation for this Project is **\$447,499.69**, which is currently estimated to be invoiced in thirteen (13) monthly invoices averaging **\$34,423.06** each. Consultant shall submit an invoice to the City each month after the services have been performed, documentation is provided and accepted by the City.

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This Proposal, when executed, shall be incorporated in and shall become an integral part of the Contracting Instrument advertised in the **FDOT-LAP-RFQ #24-07-39 (RE-BID)**, or such other contract form to be specified by the City and as mutually agreed to by the Consultant.

Approved by:

CITY OF MIRAMAR:

CARNAHAN, PROCTOR & CROSS, INC.:

Date _____

Date: _____

By: _____

(Seal)

Witness (Signature)

Witness (Printed)

Attest: _____

Approved as to Legal Sufficiency

City Attorney

BEFORE ME, the foregoing instrument, this _____ day of _____, 2023, was acknowledged by _____ and said person executed the same free and voluntarily for the purpose there-in expressed.

Witness my hand and seal in the County and State aforesaid this ___ day of 2023.

Notary Public
State of Florida

My Commission Expires

ATTACHMENT 1



FDOT LAP RFQ 24-07-39(RE-BID)
 BIKE AND PEDESTRIAN IMPROVEMENTS,
 437795.1
 EVALUATION AND SCORING

12-Sep-24

Firms	RATERS			TOTAL	RANKNG
	1	2	3		
CARNAHAN, PROCTOR & CROSS, INC.	98	96	100	294	1
R.J. BEHAR & COMPANY, INC.	93	93	98	284	2
SOLID CONSULTING ENGINEERS, INC.	88	91	86	265	3

