

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

**Meeting Date:** May 7, 2025

**Presenter's Name and Title:** Leah DeRiel, Assistant City Engineer, on behalf of Engineering and Strategic Development

**Prepared By:** Leah DeRiel, Assistant City Engineer

**Temp. Reso. Number:** 8391

**Item Description:** Temp. Reso. #R8391, APPROVING THE FINAL RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS NO. 25-01-09, ENTITLED: "PEMBROKE ROAD BIKE LANES (PALM AVENUE TO DOUGLAS ROAD) – (CEI SERVICES)" TO THE HIGHEST EVALUATION SCORING, MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, SOLID CONSULTING ENGINEERS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH SOLID CONSULTING ENGINEERS, INC. FOR THE PROVISION OF SERVICES IN AN AMOUNT NOT-TO-EXCEED \$300,043.89 (Assistant City Engineer, Leah DeRiel, Director of Procurement, Alicia Ayum)

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 by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Grant accounts and budget allocation will be available in MUNIS upon grant agreement execution in Fund 393 (Grant CIP Fund) Project No. 52089. Funding in the amount of \$300,043.89 will be available in the City's Capital Improvement Program (CIP) Project No. 52089 – Pembroke Road Bike Lanes from Palm Avenue to Douglas Road, GL Account No. 393-53-901-541-000-606502-52089 CIP/Plan/ Design/ Eng.

**Content:**


- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8391**
  - **Exhibit A:** Proposed Agreement with Solid Consulting Engineers, Inc.

- **Attachment(s)**
  - **Attachment 1:** Consultant's fee proposal
  - **Attachment 2:** Evaluation and Scoring Sheet
  - **Attachment 3:** Location Map



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Salvador Zuniga, City Engineer

**DATE:** May 1, 2025

**RE:** Temp. Reso. No. 8391, approving the final ranking and award of Request for Qualifications No. 25-01-09 to the highest ranked, responsive and responsible proposer, Solid Consulting Engineers, Inc. in an amount not-to-exceed \$300,043.89.

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R8391, approving the final ranking and award of Request for Qualifications No. 25-01-09, ("RFQ"), entitled: "Pembroke Road Bike Lanes (Palm Avenue to Douglas Road) – (CEI Services)" (the "RFQ") to the highest evaluation scoring, most qualified responsive, responsible proposer whose proposal is most advantageous to the City, Solid Consulting Engineers, Inc. (the "Consultant"); and authorizing the City Manager to execute the proposed Agreement with the Consultant for the provision of services in an amount not-to-exceed \$300,043.89.

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

**BACKGROUND:** In September 2018, municipalities entered into Interlocal Agreements ("ILAs") with Broward County and the Broward Metropolitan Planning Organization ("MPO") that outlined terms for implementing a proposed transportation system surtax that was approved by voters on November 6, 2018. The first round of ranking of municipal capital projects was completed by the MPO, and this Project was included in that review and ranking. It was determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners. The City entered into the original ILA, which funded the Design Phase of the Project, on June 22, 2022, through Resolution 22-135. The ILA was amended to provide funding for the Construction

and Construction Engineering and Inspection (CEI) phases of the project on November 6, 2024, through Resolution 25-21.

On January 16, 2025, the City's Procurement Department advertised Request for Qualifications No. 25-01-09, entitled: "Pembroke Road Bike Lanes (Palm Avenue to Douglas Road) – (CEI Services)" on DemandStar.com, a newspaper of general circulation, social media, and the Broward County's Office of Economic and Small Business Development. Four proposals were received on February 26, 2025, the date of the scheduled proposal submittal deadline.

On March 12, 2025, 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 Solid Consulting Engineers, Inc., a qualified Broward County Business Enterprise (CBE) firm, was the highest-ranked, responsive and responsible Proposer.

The City and the Consultant have negotiated the fees for CEI services for the Project in an amount not-to-exceed \$300,043.89.

**DISCUSSION:** The Project involves adding new buffered bike lanes, performing minor pavement reconstruction, and upgrading curb ramps to comply with Americans with Disabilities Act (ADA) guidelines along Pembroke Road between Palm Avenue and Douglas Road. The project will be delivered through the Municipal Advancement Program (aka Surtax), which provides up-front funding on a quarterly basis.

**ANALYSIS:** Broward County Transportation Surtax funds will be used to fund all eligible components of these projects. The City has allocated sufficient funds to upfront the cost of construction and contingency in the FY24-25 Capital Improvement Program (CIP) Project No. 52089 – Pembroke Road Bike Lanes from Palm Avenue to Douglas Road.

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4/29/25

**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 REQUEST FOR QUALIFICATIONS NO. 25-01-09, ENTITLED: “PEMBROKE ROAD BIKE LANES (PALM AVENUE TO DOUGLAS ROAD) – (CEI SERVICES)” TO THE HIGHEST EVALUATION SCORING, MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, SOLID CONSULTING ENGINEERS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH SOLID CONSULTING ENGINEERS, INC. FOR THE PROVISION OF SERVICES IN AN AMOUNT NOT-TO-EXCEED \$300,043.89; 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 Pembroke Road Bike Lanes from Palm Avenue to Douglas Road Project; and

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

**WHEREAS**, on January 16, 2025, the City’s Procurement Department advertised Request for Qualifications No. 25-01-09, entitled “Pembroke Road Bike Lanes (Palm Avenue to Douglas Road) – (CEI Services)” in a newspaper of general circulation, DemandStar.com, social media, and the Broward County’s Office of Economic and Small Business Development; and

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**WHEREAS**, four (4) proposals were received on February 26, 2025, the date of the scheduled proposal submittal deadline; and

**WHEREAS**, on March 12, 2025, the appointed selection committee comprised of City staff evaluated, scored, and ranked all submittals based on the criteria contained in the Request for Qualifications ("RFQ") and determined Solid Consulting Engineers, Inc. to be the highest ranked, most qualified, responsive, responsible proposer; and

**WHEREAS**, the City and the Consultant have negotiated the fees for Construction Administration Services for the Project in an amount not-to-exceed \$300,043.89; 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 Agreement with Solid Consulting Engineers, Inc., in an amount not-to-exceed \$300,043.89, 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 RFQ No. 25-01-09, to Solid Consulting Engineers, Inc.

**Section 3:** That the City Manager is authorized to execute the proposed Agreement with Solid Consulting Engineers, Inc., in an amount not-to-exceed \$300,043.89, 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

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Maxwell B. Chambers  
Commissioner Avril Cherasard  
Vice Mayor Yvette Colbourne  
Commissioner Carson Edwards  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_



**AGREEMENT BETWEEN  
THE CITY OF MIRAMAR, FLORIDA  
AND  
SOLID CONSULTING ENGINEERS, INC.  
PEMBROKE ROAD BIKE LANES  
(PALM AVENUE TO DOUGLAS ROAD) – (CEI SERVICES)**

**THIS AGREEMENT** (the "Agreement") is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Solid Consulting Engineers, Inc. (the "Consultant"), a Florida Profit corporation whose address is 14400 Pedigree Lane, Southwest Ranches, Florida 33330.

**WHEREAS**, the City issued Request for Qualification No. 25-01-09 (the “RFQ”) for Pembroke Road Bike Lanes from Palm Avenue to Douglas Road (CEI) services (the “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; and

**WHEREAS**, on \_\_\_\_\_, 2025, the Miramar City Commission awarded the RFQ to Consultant; 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 definitions and all other terms and conditions contained in the RFQ shall govern.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

Consultant shall provide all Services as set forth in the RFQ Section 2-4, including all necessary, incidental, and related activities required for the full and complete performance of this Agreement (the "Scope of Services"), 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**

**31** 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.

**32** 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.

**33** 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**

### **TIME FOR PERFORMANCE: CONTRACTOR DAMAGES**

**4.1** Consultant shall perform the Services within the time periods specified in Attachment 1. Time periods shall commence from the date of the applicable Notice to Proceed herein.

**4.2** the Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this

Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

**4.3** If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

**4.4** If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

**4.5** Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

**4.6** If Services are scheduled to end due to the expiration of this Agreement, at the request of the Project Manager, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the City Engineer shall notify Consultant in writing prior to the end of the term of this Agreement.

## **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.

**53** Consultant agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

**54** 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.

**55** 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, agreed to by both parties."

## **ARTICLE 6**

### **CITY'S RESPONSIBILITIES**

**61** 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 pursuant to the Services in the amount of Three Hundred Thousand Forty-Three and 89/100 Dollars (\$300,043.89).

**62** 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 30<sup>th</sup> 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, its officers, directors, agents, and employees, against and from all claims, liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement or arising under, 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. 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 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.

**72** 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.

**73** 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.

**74** 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.

## **ARTICLE 8** **TERMINATION**

**81** **TERM OF AGREEMENT** - This Agreement shall commence on the date that it is fully executed by all parties. Architect 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 agreed to by both parties. 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 Architect has no control, if City approves such extensions in writing.

**82** **TERMINATION - For Convenience** - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Architect. In the event of termination by City, Architect shall be paid for all authorized Services rendered to the

date of such termination. The amount payable to Architect 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 Architect's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Architect 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 Architect abandons this Agreement or causes it to be terminated by City, Architect 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 agreed to by both parties;
- 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 this Agreement, including amendments hereto and the following:

- The Transportation Surtax Addendum



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

**112** 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 of the City, which may be withheld for any reason, in the City's sole discretion.

## **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**

**141** The City may, at reasonable times and for a period of up to three 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 three years after final payment is made under this Agreement.

**142** 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 the Code of Broward County, Florida, 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 three 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, [daqibbs@miramarfl.gov](mailto:daqibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

## **ARTICLE 17**

### **OWNERSHIP OF DOCUMENTS**

**17.1** Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Consultant shall be withheld until all documents are received as provided herein. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in his possession.

**17.2** All Consultant's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

**17.3** To the fullest extent permitted by Federal and Florida law, Consultant hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Consultant's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Consultant's scope of work performed on the Project.

**17.4** In addition, to the fullest extent permitted by Federal and Florida law, Consultant agrees to require its sub-consultants, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of

their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to have its sub-consultants, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to their scope of work performed for the Project.

**17.5** Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work, so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

**17.6** The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

**17.7** All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization.

**17.8** All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

**179** All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

## **ARTICLE 18**

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**18.1** 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.

**18.2** 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.

**18.3** 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 19**

### **INSURANCE**

**19.1** Consultant 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:  
\$1,000,000 each occurrence, \$2,000,000 general aggregate;  
  
Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;

- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

**192** The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City 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 20**

### **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 21**

### **EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

**21.1** No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

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

contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

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

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

**21.7** OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases



the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

**21.8** No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to the OESBD Director attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

**21.9** The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment or exercising any right stated in the RFQ.

## **ARTICLE 22**

### **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 23**

### **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 24**

### **CONFLICT-OF-INTEREST**

**24.1** 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.

**24.2** 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 25**

### **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 26**

### **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 27**

### **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 28**

### **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.

**SOLID CONSULTING  
ENGINEERS, INC.:**

**THE CITY OF MIRAMAR:**

ATTN: Osvaldo Larrazabal  
Solid Consulting Engineers, Inc.  
14400 Pedigree Lane  
Southwest Ranches, Florida 33330  
Telephone: (786) 255-2869  
Fax:             
Email: [ossie@solidcei.com](mailto:ossie@solidcei.com)

ATTN: Dr. Roy L. Virgin, City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [rvirgin@miramarfl.gov](mailto:rvirgin@miramarfl.gov)

**WITH A COPY TO:**

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

**ARTICLE 29  
CITY'S OWN FORCES**

**29.1** 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.

**29.2** 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 30  
LIMITATION OF LIABILITY**

**30.1** 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.

**30.2** 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.

**30.3** 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 31** **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 32** **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 33** **WARRANTY AND GUARANTEE**

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

**ARTICLE 34**  
**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 35**  
**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 36**  
**SEVERABILITY**

**36.1** 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.

**36.2** 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 37**  
**REAFFIRMATION OF REPRESENTATIONS**

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

**ARTICLE 38**  
**SCRUTINIZED COMPANIES**

**38.1** 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.

**38.2** 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.

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

**38.4** 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 39**

### **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 40**

### **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."

**ARTICLE 41**  
**SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that requires 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 42**  
**PARTICIPATION PLAN**

Contractor agrees to the City's minimum goal requirement of 30% of the Services to be performed by a CBE / SBE / Local vendor. Contractor agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subconsultants list showing anticipated Approved Vendors.

**ARTICLE 43**  
**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 written below.

**CITY OF MIRAMAR:**

**SOLID CONSULTING ENGINEERS,  
INC.:**

By: \_\_\_\_\_  
City Manager  
Dr. Roy L. Virgin

By: \_\_\_\_\_  
Principal  
Osvaldo Larrazabal, PE

This \_\_\_\_ day of \_\_\_\_\_, 2025.

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"  
Contractor's Proposal

EXHIBIT "B"  
Transportation Surtax Addendum to Consulting Agreement



## EXHIBIT "C"

### TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS (SURTAX PROJECT #RFQ 25-01-09)

This Transportation Surtax Addendum ("Addendum") is made effective on the last date of execution herein between the CITY OF MIRAMAR, a municipality of the State of Florida ("Municipality"), and Solid Consulting Engineers, Inc., a Florida Profit corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

#### GENERAL CONDITIONS

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

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

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

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

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

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

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

## ARTICLE 1. DEFINITIONS

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

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the governing body of Municipality, its successors and assigns.

1.3 **Code** means the Broward County Code of Ordinances.

1.4 **Contract Administrator** means Leah deRiel, P.E., Senior Project Engineer, or such other person designated by the City Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

1.5 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

1.6 **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

1.7 **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.8 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.9 **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

1.10 **Project** means (MIRA 025) Pembroke Road Bike Lanes from Palm Avenue to Douglas.

1.11 **Purchasing Director** means Municipality's [Procurement Director](#) or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

1.12 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, as well as optional services procured under the Consulting Agreement.

1.13 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.14 **Subconsultant** means an entity or individual, **including subcontractors**, providing services to Municipality through Consultant, regardless of tier.

## **ARTICLE 2. EXHIBITS**

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| <b>Exhibit A</b>   | <b>Maximum Billing Rates</b>                        |
| <b>Exhibit A-1</b> | <b>Reimbursables for Direct Non-Salary Expenses</b> |
| <b>Exhibit B</b>   | <b>Schedule of Subconsultants</b>                   |

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

Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

3.1 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator's review.

3.2 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

3.3 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

3.4 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are

incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

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

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

4.1 Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants expenses must also comply with the requirements of this section.

4.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

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

4.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit A are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

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

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

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

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

#### 4.3 Method of Billing.

4.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel



incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

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

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

**5.1.** Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by

Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

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

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

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

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

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

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

6.1 Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except

that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

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

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

**[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT]**

The Parties acknowledge that this procurement has been reserved solely for performance by CBE firms; therefore, the CBE goal is one hundred percent (100%) of the Services under this Agreement (the "Commitment"). Consultant is a CBE firm and agrees that it shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE firms listed in Exhibit B (or CBE firms substituted or approved by OESBD during the term of this Agreement).

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

Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

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

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

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

6.9 Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist designated by the Contract Administrator. In addition, Consultant shall allow Municipality and

OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

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

## **ARTICLE 7. PUBLIC RECORDS**

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

7.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

7.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

7.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

7.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

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

Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from

public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of Municipality's obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 602-3014, dagibbs@miramarfl.gov, 2300 Civic Center Place, Miramar, FL 33025.**

#### **ARTICLE 8.      MISCELLANEOUS.**

8.1 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality's Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

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



8.3 Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant's compensation in this Agreement.

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

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

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

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

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

8.9 Entities of Foreign Concern. The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have

a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper 4.3. Terms used in this section that are not otherwise defined in this Agreement shall invoice for purposes of Section have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

(The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY, through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

MUNICIPALITY

ATTEST:

By: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MUNICIPALITY'S CLERK

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

\_\_\_\_\_  
Municipality's Attorney

CONSULTANT

[CONTRACTOR NAME ]

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

**Exhibit A**  
**Maximum Billing Rates**

Project No: [Project Number]  
Project Title: [Project Title]  
Consultant/ [Name]  
Subconsultant:

| TITLE                 | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|-----------------------|-----------------------------------|---|------------|---|----------------------------|
|                       |                                   |   |            |   | (\$/HR)                    |
| [Insert staff titles] | \$0.00                            |   |            |   | \$0.00                     |
|                       | \$0.00                            |   |            |   | \$0.00                     |
|                       | \$0.00                            |   |            |   | \$0.00                     |
|                       | \$0.00                            |   |            |   | \$0.00                     |
|                       | \$0.00                            |   |            |   | \$0.00                     |
|                       | \$0.00                            |   |            |   | \$0.00                     |
|                       | \$0.00                            |   |            |   | \$0.00                     |

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (X.XX%)

FRINGE = HOURLY RATE x FRINGE (X.XX%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (X.XX%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**[DELETE IF NOT APPLICABLE]**

**Notes:**

Consultant/Subconsultant [AS APPLICABLE] has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 4.2.5.

**Consultant**

**Municipality**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Contract Administrator

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

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

RI/RFP/Contract # \_\_\_\_\_ [BCF #202 Addendum 710/2023]

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

| <b>Reimbursable</b>                 | <b>Maximum Reimbursable</b> |
|-------------------------------------|-----------------------------|
|                                     |                             |
|                                     |                             |
|                                     |                             |
|                                     |                             |
|                                     |                             |
|                                     |                             |
| <b>Total Maximum Reimbursables:</b> |                             |

**Exhibit B**  
**Schedule of Subconsultants**

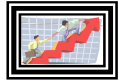
Project No:

Project Title:

Facility Name:

---

| No. | Firm Name | Discipline |
|-----|-----------|------------|
| 1.  |           |            |
| 2.  |           |            |
| 3.  |           |            |
| 4.  |           |            |
| 5.  |           |            |
| 6.  |           |            |
| 7.  |           |            |
| 8.  |           |            |
| 9.  |           |            |
| 10. |           |            |
| 11. |           |            |
| 12. |           |            |
|     |           |            |
|     |           |            |
|     |           |            |
|     |           |            |
|     |           |            |
|     |           |            |



PRODUCTION

# FEE SUMMARY



TEST

| Consultant                            | Contract Detail          | Consultant Totals |                               |               |
|---------------------------------------|--------------------------|-------------------|-------------------------------|---------------|
| SOLID Consulting Engineers, Inc Field |                          |                   |                               |               |
|                                       | Labor(Unloaded)          | \$                | 107,019.33                    |               |
|                                       | Overhead%                | 117.57% \$        | 130,486.20                    |               |
|                                       | Operating Margin + CDAF% | 30.00% \$         | 33,295.79                     |               |
|                                       | FCCM%                    | 1.0940% \$        | 1,214.19                      |               |
|                                       | Loaded                   | \$                | -                             |               |
|                                       | Premium O/T              | \$                | -                             |               |
|                                       | Straight O/T             | \$                | 3,966.63                      |               |
|                                       | Expense %                | 21.68% \$         | 24,061.76                     |               |
|                                       | Consultant Cost:         | \$                | 300,043.89                    |               |
|                                       |                          |                   | <b><u>Contract Total:</u></b> | \$ 300,043.89 |

ATTACHMENT 2



SURTAX (MIRA 025) RFQ 25-01-09, PEMBROKE  
BIKE LANE FROM PALM TO DOUGLAS

EVALUATION AND SCORING  
March 12, 2025

|                                 | RATERS |    |    | TOTAL | RANKNG |
|---------------------------------|--------|----|----|-------|--------|
| Firms                           | 1      | 2  | 3  |       |        |
| CARNAHAN, PROCTOR & CROSS, INC. | 80     | 88 | 91 | 259   | 3      |
| EAC                             | 88     | 88 | 85 | 261   | 2      |
| RJ BEHAR & COMPANY              | 83     | 85 | 85 | 253   | 4      |
| SOLID CONSULTING ENGINEERS      | 98     | 94 | 92 | 284   | 1      |

RD





Consulting Engineers, Inc.

## Payroll Register

**Consultant** Solid Consulting Engineers, Inc.  
14400 Pedigree Ln  
Southwest Ranches, FL 33330

**Project/Contract #**  
**Payroll Number**  
**Pay Period**

FDOT D4-CAN80 2023:FIN # 441754-1-62-01 A1  
5  
3/1/2025 - 3/15/2025

| Employee Name | Work Classification | Timesheet Hours | Paid Hours | Pay Rate | Job Gross Pay | Total Gross Pay | Social Security | Medi-care | Federal Tax | State Tax | 401k | Health Insurance | Total Deduct | Net Pay  |
|---------------|---------------------|-----------------|------------|----------|---------------|-----------------|-----------------|-----------|-------------|-----------|------|------------------|--------------|----------|
| Felix Vergara | Salary-Direct       | 76.00           | 76.00      | 88.00    | 6,688.00      | 7,040.00        | 394.98          | 92.37     | 565.00      | 0.00      | 0.00 | 669.38           | 1,721.73     | 5,318.27 |
| Felix Vergara | Salary-Direct       | 4.00            | 4.00       | 88.00    | 352.00        | 7,040.00        | 394.98          | 92.37     | 565.00      | 0.00      | 0.00 | 669.38           | 1,721.73     | 5,318.27 |

  
\_\_\_\_\_  
**Osvaldo Larrazabal**  
Principal

3/18/2025  
Date



Consulting Engineers, Inc.

## Payroll Register

**Consultant** Solid Consulting Engineers, Inc.  
14400 Pedigree Ln  
Southwest Ranches, FL 33330

**Project/Contract #**  
**Payroll Number**  
**Pay Period**

KCI Technologies, Inc: BC1122897P1.04:Task Or  
5  
3/1/2025 - 3/15/2025

| Employee Name   | Work Classification | Timesheet Hours | Paid Hours | Pay Rate | Job Gross Pay | Total Gross Pay | Social Security | Medi-care | Federal Tax | State Tax | 401k   | Health Insurance | Total Deduct | Net Pay  |
|-----------------|---------------------|-----------------|------------|----------|---------------|-----------------|-----------------|-----------|-------------|-----------|--------|------------------|--------------|----------|
| Leonel Mendieta | Hourly-Direct       | 80.00           | 80.00      | 44.00    | 3,520.00      | 3,520.00        | 218.24          | 51.04     | 442.00      | 0.00      | 281.60 | 0.00             | 992.88       | 2,527.12 |

  
Osvaldo Larrazabal  
Principal

3/18/2025  
Date



## Payroll Register

**Consultant** SOLID Consulting Engineers, Inc.  
14400 Pedigree Ln  
Southwest Ranches, FL 33330

**Project/Contract #** Administration  
**Payroll Number** 5  
**Pay Period** 3/01/2025 - 3/15/2025

| Employee Name | Work Classification | Timesheet Hours | Paid Hours | Pay Rate | Job Gross Pay | Total Gross Pay | Social Security | Medi-care | Federal Tax | State Tax | Health Insurance | Total Deduct | Net Pay |
|---------------|---------------------|-----------------|------------|----------|---------------|-----------------|-----------------|-----------|-------------|-----------|------------------|--------------|---------|
| Michael Bose  | Hourly-Indirect     | 24.00           | 24.00      | 24.00    | 576.00        | 576.00          | 35.71           | 8.35      | 0.00        | 0.00      | 0.00             | 44.06        | 531.94  |

  
Osvaldo Larrazabal  
Principal

3/18/2025  
Date

## Manpower Chart

**CITY OF MIRAMAR RFQ 25-01-09**

PRE-CON

1

2

3

4

5

5 POST-CON

[illegible]

