

AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES

No. 1842

THIS PROFESSIONAL/CONSULTING SERVICES AGREEMENT is made and entered into on _____, by the City of Pompano Beach, a Florida municipal corporation (“City”) and Stegia LLC, a Florida Limited Liability Company (“Consultant”), collectively referred to as “the Parties.”

WHEREAS, City requires a firm to provide professional consulting services to the City for the various ongoing GO Bond contracts, Broward County Surtax projects, and other projects assigned to Consultant (“Project”);

WHEREAS, City desires to retain Consultant to provide consulting and related services, which Consultant is capable of providing under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work (“Exhibit A”), the Insurance Requirements (“Exhibit “B”), and the Consultant’s Response (“Exhibit C”), all of which are attached and made a part of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and off equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit “A”, and (iii) Exhibit “C”.

2. *Scope of Work.* Consultant shall provide the services set forth in Exhibit “A”, including all necessary, incidental and related activities required for full and complete performance of this Agreement (“Scope of Work”). This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Consultant shall notify the City’s Contract Administrator in writing in a timely manner before proceeding with the Work. If Consultant proceeds with such work without notifying the City’s Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to City’s Contract Administrator does not constitute authorization or approval by City to Consultant to perform the Work. Performance of

work by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3. City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Project, at no charge, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provision for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Consultant or other material development that affects the scope or timing of Consultant's Services.

A. Consultant agrees to meet with City at reasonable times after reasonable notice.

B. Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities in a professional manner.

C. Notwithstanding any other remedy otherwise available to City, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to City.

D. Consultant shall pay its subconsultants, subcontractors and suppliers consistent with Chapter 218, Florida Statutes.

4. *Term.* The term of this Agreement shall start on March 27, 2023 and end on March 26, 2024.

5. *Extension.* In the event City determines Consultant to be in full compliance with this Agreement and Consultant's performance to be satisfactory, the City Contract Administrator, with City Commission approval, may extend the term of this Agreement for two (2) additional one year terms beyond the term established above.

6. *Maximum Obligation.* City agrees to pay Consultant as compensation for performance of all services as related to the Scope of Work as required under the terms of this Agreement, including salary costs and reimbursables. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth for total compensation in the amount of or less than that agreed to by City and Consultant for the Project.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Consultant for performance of the Work set forth in this Agreement as follows:

Services and reimbursable expenses shall not exceed one hundred eighty nine thousand five hundred and forty dollars (\$189,540.00), to be paid in equal monthly payments of fifteen thousand seven hundred and ninety-five dollars (\$15,795).

B. Payment. Consultant shall submit invoices to City in accordance to the fee schedule for each task under Exhibit "A", on a monthly basis, based on the progress of each task. All payments by City shall be made after the Work or task described in the Invoice has been verified as completed. Unless disputed by City as provided below, following City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for services as defined under Exhibit "A" Compensation. The City shall not be liable for any reimbursable expenses that have not been approved in advance, in writing, by City's Contract Administrator.

C. City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

D. In the event City has a claim against Consultant for Work performed pursuant to this Agreement, which has not been timely remedied in accordance with the provisions of this Paragraph, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

8. *Disputes.* Any factual disputes between City and the Consultant in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Suzette Sibble and the Consultant's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Consultant: Horacio Danovich
2731 NE 14th Street CSWY, #901
Pompano Beach, FL 33062
Office: 954-980-2208
Email: horacio.danovich@copbfl.com

If to City: Suzette Sibble, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4606
Email: Suzette.Sibble@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

With a copy to: Mark Berman, City Attorney
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-4614
Email: mark.berman@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work products, developed, prepared, assembled or compiled by Consultant as required for the Work described in this Agreement, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use or distribution as City deems appropriate, provided City has compensated Consultant for such Work product. City's re-use of Consultant's Work product shall be at its sole discretion and risk if done without Consultant's written permission. Upon completion of all Work or termination of this Agreement, copies of all of the above documents shall be promptly delivered to the City's Contract Administrator upon written request. The Consultant may not disclose, use, license or sell any work developed, created, or otherwise originated pursuant to this Agreement to any third party whatsoever. The rights and obligations created under this Paragraph shall survive the termination or expiration of this Agreement.

11. *Termination.*

A. City shall have the right to terminate this Agreement, in whole or in part, for cause by the Consultant, if the Consultant has not corrected the breach within ten (10) calendar days after written notice to Consultant identifying the breach. If the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

B. Termination for convenience shall be effective on the termination date stated in written notice provided by the City, which termination date shall be not less than thirty (30) days after the date of such written notice.

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

D. The Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

E. If there is any material breach or default in Consultant's performance of any covenant or obligation in this Agreement which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

F. In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Paragraph 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until such Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Consultant shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided in this Agreement, no liability shall attach to the City by reason of entering into this Agreement.

A. Consultant shall at all times indemnify, defend, save and hold harmless the City, its officials, officers, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused, during the Consultant's performance under this Agreement, including but not limited to, by any negligent act, omission, breach, recklessness or misconduct of Consultant or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant pursuant to this Agreement may be retained by City until all of City's claims for indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant pursuant to this Agreement shall constitute specific consideration to Consultant for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Consultant agrees it shall not assign or otherwise transfer any of its interests, rights or obligations in this Agreement, in whole or in part, to any other person or entity without City's prior written consent, which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Consultant to assign or transfer any of its rights or obligations in this Agreement without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement, at which time, City shall be released of any of its obligations under this Agreement. In addition, this Agreement and the rights and obligations in this Agreement shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Consultant's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Consultant under this Agreement shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed pursuant to this Agreement, Consultant shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in their sole discretion, objects to the

proposed subcontractor, Consultant shall be prohibited from allowing that subcontractor to provide any Work pursuant to this Agreement. Even if the Consultant is permitted to subcontract Work in accordance with this Paragraph, Consultant shall remain responsible for any and all contractual obligations and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Paragraph 28 below.

17. *Performance Under Law.* The Consultant, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. *Audit and Inspection Records.* The Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant, if any, relating to performance under the contract until the expiration of three (3) years after final payment under this contract.

The Consultant further agrees to include in all its subcontracts arising from this Agreement a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. *Adherence to Law.* The Consultant shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. *Independent Consultant.* The Consultant shall be deemed an independent Consultant for all purposes, and the employees of the Consultant or any of its Consultants, subcontractors and the employees, shall not in any manner be deemed to be employees of City. As such, the employees of the Consultant, its Consultants or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Consultant, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Mutual cooperation.* The Consultant recognizes that the performance of the Scope of Work pursuant to this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Consultant shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Consultant shall not make any statements or take any actions detrimental to the City's effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under §119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

**IF THE CONSULTANT HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONSULTANT'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060**

(954) 786-4611
RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by the Parties that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. This Agreement and its terms, conditions and requirements comply with §287.055, Florida Statutes. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition in this Agreement shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights in this Agreement shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Consultant be considered a waiver of City's rights with respect to that default or any other default by Consultant.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for in this Agreement, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Consultant warrants that other than a bona fide employee working solely for Consultant, Consultant has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Consultant's breach or violation of this provision, City shall have the

right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Paragraph 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Consultant and City agree that this Agreement and other agreements pertaining to Consultant's performance hereunder shall not create any obligation on Consultant or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 9 above.

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

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. *Promoting Project Objectives.* Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the Project. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the Project, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

35. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

37. *Employment Eligibility.* By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

38. *Truth-In-Negotiation Certificate.* Consultant's compensation under this Agreement is based upon representations supplied to City by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONSULTANT”

Witnesses:

Kiandra Russ

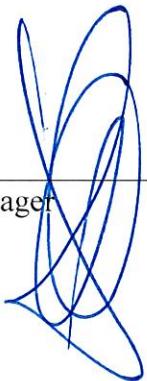
Kiandra Russ
(Print or Type Name)

Antonio Rocci
(Print or Type Name)

Stegia LLC

By:

Horacio Danovich, Manager

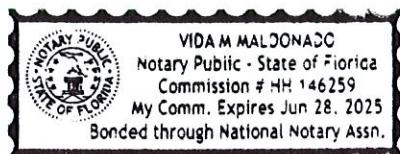


STATE OF Florida

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 6 day of February, 2023, by Horacio Danovich as Manager of Stegia LLC, a Florida limited liability company. He is personally known to me or who has produced FL DI Lic (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF Florida

Vida Maldonado
(Name of Acknowledger Typed, Printed or Stamped)

HH 146259

Commission Number



EXHIBIT A – SCOPE

Consultant shall assist City (CITY) in overseeing the construction completion of various General Obligation (GO) Bond, Penny for Transportation (Surtax) and other City initiatives. The following projects are assembled based on their funding source(s):

1 - MANAGEMENT SERVICES (GO BOND PROJECTS UNDER DESIGN AND CONSTRUCTION FY2023)

Task 1.1 - The CONSULTANT shall provide supervision and support to the GO Bond Management team in order to ensure the completion of each project listed below in a timely fashion and in full compliance with approved design documents and permits. Compliance includes final certifications and approvals by CITY and other jurisdictional agencies. In addition, CONSULTANT shall monitor and keep Pompano Beach citizens informed of GO Bond progress by posting monthly dashboards on the City's website. CONSULTANT shall report directly to the City Manager or his designee. The following projects are expected to be fully designed and under construction in FY2023 through FY2025:

Parks Bucket

McNair Park (anticipated completion August/September 2023)

Kester Park (anticipated completion May/June 2023)

Ultimate Sports Park (anticipated completion January 2024)

Roadways and Bridges Bucket

McNab Road Bridge (anticipated completion December 2024)

Palm Aire Bridges (anticipated completion December 2023)

Dixie Highway (Segment 2) (anticipated completion September 2025)

Dixie Highway (Segment 3) (anticipated completion September 2025)

SR A1A – Streetscape Improvements (South of Atlantic Blvd.) (anticipated completion October 2023)

SR A1A – Streetscape Improvements (North of Atlantic Blvd.) (anticipated completion October 2024)

Public Safety Bucket

Fire Station 52/Fuel Depot (anticipated completion March 2024)

Fire Administration and Emergency Operations Center (EOC) (anticipated completion 2025)

Public Safety Complex (anticipated completion TBD)

Task 1.2 - Periodic Site Visits and Construction Observation

CONSULTANT shall visit Projects at various intervals of construction. CONSULTANT shall attend construction progress meetings and/or maintain communication with the design and construction professionals to make sure all aspects of construction are addressed without delay. CONSULTANT will provide support to the team and interact with elected officials and the public and address concerns, return calls, reply to emails and attend meetings and presentations.

Task 1.3 - Final Inspections

CONSULTANT shall participate, with the CITY's representative and/or Project Management Team in a semi-final inspection for the purpose of determining if a project(s) is substantially complete, and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Furthermore, CONSULTANT shall participate and/or monitor final inspections together with CITY and contractor representatives to assure that all "Punch List" items are resolved, and the work is indeed complete in accordance with all contract documents.

Task 1.4 - Final Certification

CONSULTANT will receive and approve final certifications from design teams and make sure all closing documents have been properly assembled prior to turning projects over to CITY staff for further handling.

2 - MANAGEMENT SERVICES (SURTAX PROJECTS UNDER DESIGN AND CONSTRUCTION)

Task 2.1 - The CONSULTANT shall provide support to the City's Engineering Division and City Engineer in order to ensure the completion of each project listed below in a timely fashion and in full compliance with approved design documents and permits. Compliance includes final certifications and approvals by CITY and other jurisdictional agencies. CONSULTANT shall report directly to the City Manager or his designee. The following projects are expected to be fully designed and under construction in FY2023:

Riverside Drive (anticipated design completion by September 2023) (Construction late 2024/early 2025)

SW 3rd Street/Race Track Road (by County) (anticipated completion December 2023)

Dixie Highway (Segment 2) (see Task 1.1) (anticipated completion September 2025)

Dixie Highway (Segment 3) (see Task 1.1) (anticipated completion September 2025)

Task 2.2 - Team Project Management Services

The CONSULTANT shall provide support to the City's Engineering Division and City Engineer in order to ensure the design plans are assembled in full compliance with the CITY and other jurisdictional agencies. This includes processing plans through DRC, P&Z, AAC, Building Department and applicable outside agencies. The team will assist the designers to secure all approvals and help the contractor(s) to obtain all permits. CONSULTANT will assist the CITY with preparation of City Commission Agenda items to award Maximum Price (GMP) contracts or open bid awards (if applicable). The CONSULTANT will work with the City Attorney, City's Contract Manager, Assistant City Managers, Finance, and Purchasing Department staff to get all documentation, backup materials, contract forms, memos, etc., ready for City Commission approval. Subsequently, CONSULTANT will work with administrative staff to process purchase orders. CONSULTANT shall report directly to the City Manager or his designee. Once the projects are under construction, CONSULTANT shall work with the City Engineer and Project Management Team on daily activities including, but not limited to:

Task 2.2. Periodic Site Visits and Construction Observation

CONSULTANT shall conduct periodic inspections to ensure full construction compliance. CONSULTANT shall attend construction progress meetings and/or maintain communication with the design and construction professionals to make sure all aspects of the construction project are addressed without

delay. CONSULTANT will provide support to the team and interact with elected officials and the public and address concerns, return calls, reply to emails and attend meetings and presentations.

Task 2.3 Final Inspections

As directed by the City Engineer, CONSULTANT may participate, with the CITY's representative and/or Project Management Team in a semi-final inspection for the purpose of determining if the project(s) is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Furthermore, CONSULTANT may participate in final inspections together with CITY and contractor representatives to assure that all "Punch List" items are completed, and the work is indeed completed in accordance with all contract documents.

Task 2.4 - Final Certification

CONSULTANT will review final certifications from design teams and make sure all closing documents have been properly assembled prior to turning the projects over to CITY.

3 - DESCRIPTION OF MANAGEMENT SERVICES (OTHER PROJECTS)

Task 3.1 - Consulting Services

The CONSULTANT shall provide consulting services in support of each project listed below including, but not limited to, plan review; periodic team meetings; attendance to meetings with Florida Department of Transportation (FDOT) and Broward County EPD staff to discuss project parameters. CONSULTANT will assist with budgeting and GMP review and will provide support with engineering plan review including, but not limited to, develop design ideas, suggest options to deal with traffic issues, identify specific design elements, etc. CONSULTANT shall report directly to the City Manager or his designee.

Oceanside Garage

Innovation District

Various Private Developments (impacting City assets)

Pier Redevelopment - Pier Street West

The Backyard

4 – OTHER MANAGEMENT SERVICES (CLERICAL ACTIVITIES, BUDGET CONTROL, GRANTS, OTHER)

Task 4.1 - Invoicing

The CONSULTANT shall review and approve invoices and pay applications. The CONSULTANT shall also keep track of expenditures and work closely with Budget and Finance staff to make sure projects stay on track.

Task 4.2 - Grants

The CONSULTANT shall work with the City's Grant Manager in pursuit of various grant opportunities. CONSULTANT shall review grants and recommend budgets, project description, scope of work, etc., and assist in the completion of applicable grant forms. In pursuit of specific grant opportunities, CONSULTANT shall travel to meet government officials and others as directed by the City Manager, if necessary. Travel arrangements and accommodations shall be handled by City staff. If applicable, City shall reimburse driving mileage using current IRS' published rates. All other expenditures shall be reimbursable as per City standards. CONSULTANT's travel to assist with presentations (in State or out of State) shall be paid by the City in full including hotel accommodations, food, local transportation (taxis, Uber, etc.). CONSULTANT shall observe City employees' guidelines regarding alcohol drinks or products that are not reimbursable.

The following grants will be targeted:

USDOT Reconnecting Communities
USDOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
USDOT Appropriations Committee Funds
Florida Recreation Development Assistance Program (FRDAP)
Florida – State Appropriations Committee Funds
FEMA Assistance to Firefighters Grant Program
Other as requested by City Manager or Designee

Task 4.3 – Solicitations, Contracts and City Commission Agenda Items

Periodically, CONSULTANT shall assist the City with preparation of project solicitations including participation in review panels. As directed, CONSULTANT shall review and negotiate contracts for services by design and construction firms. As instructed by the City Manager or his designee, CONSULTANT shall work with City Staff (i.e., Contract Manager, City Attorney, Purchasing Director, and others) in the preparation of City Commission agenda items.

The following solicitations will be targeted:

Oceanside Garage
Downtown Pompano (formerly Innovation District)
Other as requested by City Manager or Designee

Task 4.4 - Meetings

Periodically, CONSULTANT shall attend City Commission and Surtax Oversight Board/MPO/County Commission meetings as instructed by the City Manager or his designee. Moreover, CONSULTANT shall periodically attend Economic Development Council (EDC), and Planning and Zoning Board (P&Z) meetings and provide status updates for GO Bond, Surtax and other City projects as may be necessary. CONSULTANT may also be required to present design and/or construction contracts for approval. CONSULTANT may attend meetings related to the following (including monthly allocations):

Oceanside Garage
Mobility Hub/Community Rail
Surtax
Economic Development Council
City Commission Meetings
Other as requested by City Manager or Designee

5 – RESOURCES

Task 5.1 – Computer/Laptop/Cell Phone

CITY shall provide CONSULTANT an operating laptop with the necessary software (i.e., Microsoft Office products, Outlook, etc.) to conduct daily activities. CONSULTANT shall have access to CITY files including, but not limited to GO Bond, NAVILINE, LaserFiche, Granicus, ExecuTime, etc. Access to these folders and software are deemed necessary to continue to assist staff, prepare City Commission agenda items, approve and pay invoices, etc. CONSULTANT agrees to maintain the highest level of privacy and use the equipment in accordance with Information Technologies (IT) Department's guidelines. CITY shall periodically replace the unit to ensure proper functionality and connectivity. CONSULTANT shall maintain

Wi-Fi services at his cost at all times. CONSULTANT shall return the equipment upon conclusion and/or termination of a service agreement.

CONSULTANT shall maintain cell phone service at his own expense while the service agreement is in effect. CONSULTANT shall have access to City's email on his cell phone and, subject to Wi-Fi services availability, shall periodically monitor incoming correspondence and phone calls while on holiday. Responses to City's emails and phone calls shall be made at CONSULTANT's discretion and availability.

6 – DESCRIPTION OF MANAGEMENT SERVICES (CLERICAL ACTIVITIES, BUDGET CONTROL, OTHER)

Task 6.1 - Invoicing

The CONSULTANT shall review and approve invoices and pay applications. The CONSULTANT shall also keep track of expenditures and work closely with Budget and Finance staff to make sure projects stay on track. This is a task consuming activity. Due to the nature of the work and the need to verify the accuracy and validity of pay applications and invoices, additional compensation may be necessary. Said compensation shall be at a rate of \$100.00 per hour.

7 – COMPENSATION

Task 7. 1 – Consulting Management Services Starting on 4/1/2023 thru 3/31/2024

CONSULTANT shall receive compensation for services listed above. Services shall be billable in equal installments on a monthly basis until the conclusion of the agreement (March 31, 2024). CONSULTANT shall be available 20 hours per week. The prefer hours of operation shall be Monday through Thursday from 1:00 PM until 6:00 PM.

Management Services Cost Distribution

Parks Bucket	\$28,431.00
Roadway and Bridges Bucket	\$56,862.00
Public Safety Bucket	\$28,431.00
Surtax Projects	\$18,954.00
Other Projects	\$23,692.50
Other Management Services	\$16,584.75
Total Compensation from 4/1/2023 to 3/31/2024	\$189,540.00
(monthly installments)	\$15,795.00

CONSULTANT shall observe City's approved holiday schedule. CONSULTANT shall have limited availability on the following dates:

May 17, 2023 through June 2, 2023
August 8, 2023 through August 30, 2023
October 26, 2023 through November 13, 2023
December 8, 2023 through December 26, 2023
March 18, 2024 through April 11, 2024

EXHIBIT B

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
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GENERAL LIABILITY: Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- comprehensive form bodily injury and property damage
- premises - operations bodily injury and property damage
- explosion & collapse
- hazard
- underground hazard
- products/completed bodily injury and property damage combined
- operations hazard
- contractual insurance bodily injury and property damage combined
- broad form property damage bodily injury and property damage combined
- independent contractors personal injury
- personal injury
- sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate
- liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- comprehensive form Minimum \$10,000/\$20,000/\$10,000
- owned (Florida's Minimum Coverage)
- hired
- non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

- other than umbrella bodily injury and \$2,000,000 \$2,000,000
- property damage
- combined

PROFESSIONAL LIABILITY Per Occurrence Aggregate

- XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.