

**AGREEMENT BETWEEN BROWARD COUNTY AND CALVIN, GIORDANO & ASSOCIATES, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES FOR PARKS AND RECREATION DIVISION  
(RFP # PNC2123551P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Calvin, Giordano & Associates, Inc., a Florida corporation (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. County has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services stated herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

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 **BIM** means building information modeling graphics and data, based on Attachment 1.

1.3 **Board** means the Board of County Commissioners of Broward County, Florida.

1.4 **Contract Administrator** means the Director of Parks and Recreation Division, the Assistant Director of Parks and Recreation Division, or such other person designated by the Director of Parks and Recreation Division in writing. The Contract Administrator is the representative of County concerning the Project.

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

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

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

1.8 **Project** means professional services assigned to Consultant pursuant to a Work Authorization. A Project may include full design and construction contract document development; pre-design activities for due diligence, feasibility research and assessment such as permitting, zoning, building code and regulatory requirements and limitations; cost estimating

based on latest market data and trends; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction contract administration services including construction inspection and special inspector services; construction phase field support services; inspections; construction observation and project progress documentation; project related claims analysis and support; surveying; wetland, ecological, and wildlife scientific investigations; erosion and floodplain analyses; materials and contract compliance testing services; computer aided and manually generated graphics support, including 3 dimensional (3D) renderings and animation; preparation of narratives and other textual project support; photographic and video-graphic project support; building information modeling (BIM) project support; geographic information systems (GIS) project support; sustainable design principles and certification such as LEED (Leadership in Energy & Environmental Design), Broward County "Go Green" Seal of Sustainability, and WELL Certification through the International WELL Building Institute; other data and information project system support.

Consultant shall provide all architectural (incidental to engineering), landscaping, surveying, and engineering, including civil, structural, mechanical, electrical, and plumbing (MEP), geotechnical, fire protection, lightning protection, subsurface utility, environmental services, either in-house or by subconsultants as required to complete an assigned project. Project specific services may also include project team facilitation and support; project status reporting and performance/compliance reporting. Consultant may be required to provide other additional specialty consultants for specific assigned projects.

1.9 **Purchasing Director** means County's Director of Purchasing.

1.10 **Services** means all the work performed by Consultant pursuant to this Agreement, including, without limitation, any work set forth in a Work Authorization, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project.

1.11 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.12 **Subconsultant** means an entity or individual providing Services to County through Consultant. The term "Subconsultant" includes all subcontractors.

1.13 **Work Authorization** means the document(s) issued pursuant to this Agreement, setting forth an agreed upon scope of services, payment terms, schedule, deliverables, and other project requirements established by the Contract Administrator. A Work Authorization shall be issued on a County form appropriate to the award authority for joint execution as more fully described in Article 4.

## **ARTICLE 2. EXHIBITS**

<b>Attachment 1</b>	<b>BIM and Electronic Media Submittal Requirements</b>
<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>
<b>Exhibit B-1</b>	<b>CBE Subconsultants and Letters of Intent</b>
<b>Exhibit C</b>	<b>Minimum Insurance Requirements</b>
<b>Exhibit D</b>	<b>Parks and Recreation Security Requirements</b>

## **ARTICLE 3. SCOPE OF SERVICES**

3.1 Consultant shall provide all Services as set forth in each Work Authorization, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Scope of Services").

3.2 Consultant's Services may include architectural, civil, structural, mechanical, electrical engineering services, and other professional design services, as applicable. Consultant shall provide all Services including all necessary, incidental, desirable, and related activities and services required by the Work Authorization and contemplated in Consultant's level of effort.

3.3 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. 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 Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to a Work Authorization pursuant to Section 7.1. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 7.2, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.4 Consultant agrees to meet with County at reasonable times after reasonable notice.

3.5 Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in County's standard form documents or those County documents governing forms of construction delivery.

3.6 Notwithstanding any other remedy otherwise available to County, 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 County.

3.7 Consultant shall prepare all work required by this Agreement pursuant to the requirements of the applicable Work Authorization.

3.8 The Scope of Services identifies the Services related to the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

3.9 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County 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 the Scope of Services. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

#### **ARTICLE 4. AUTHORIZATION OF WORK**

4.1 All Services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized in writing by a Work Authorization, in accordance with the requirements of this article.

4.1.1 Before any Project is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with an estimate for all charges expected to be incurred for such Project, which estimate shall be reviewed and approved by the Contract Administrator and a final amount for Consultant's compensation shall be approved as follows:

4.1.1.1 All Work Authorizations in the amount of Fifty Thousand Dollars (\$50,000.00) or less shall be approved by the Contract Administrator and Consultant.

4.1.1.2 Work Authorizations in the amount exceeding Fifty Thousand Dollars (\$50,000.00) but not exceeding Five Hundred Thousand Dollars (\$500,000) shall be approved by County's Purchasing Director or Board, and Consultant.

4.1.1.3 Work Authorizations in the amount exceeding Five Hundred Thousand Dollars (\$500,000) shall be approved by the Board.

4.1.1.4 In the event the Broward County Procurement Code is amended to increase the per contract authority of the Director of Purchasing above Five Hundred Thousand Dollars (\$500,000), the authority delegated to the Director of Purchasing set forth in 4.1.1.2 shall be increased to such increased threshold in the Procurement Code per Work Authorization.

4.1.1.5 In no instance may a Work Authorization be issued by either the Board, County's Purchasing Director, or the Contract Administrator for professional services for a Project in which the estimated construction cost is more than Four Million Dollars (\$4,000,000), or such amended amount as set forth in Section 287.055(2)(g), Florida Statutes.

4.1.2 Any change of scope requiring charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by County, County's Purchasing Director, or the Contract Administrator. The Contract Administrator shall approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed Fifty Thousand Dollars (\$50,000.00). County's Purchasing Director shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Fifty Thousand Dollars (\$50,000) but does not exceed the Purchasing Director's delegated authority level. The Board shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds the County Purchasing Director's delegated authority level. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined above.

4.2 All Work Authorizations shall contain, as a minimum, the following information and requirements:

4.2.1 A statement of the method of compensation and Consultant's proposed written scope of services and any required deliverables.

4.2.2 A budget establishing the amount of compensation and reimbursables to be paid upon the establishment of a negotiated lump sum fee or the application of appropriate billing rates as set forth in Exhibit A, Maximum Billing Rates, which amount shall constitute a guaranteed maximum and shall not be exceeded without prior written approval of County. In the event County does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of Consultant, the Work Authorization shall be terminated, and Consultant shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount.

The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

4.2.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to the Work Authorization.

4.2.4 Any other additional instructions or provisions relating to the Work Authorization.

4.2.5 Work Authorizations shall be prepared on forms provided by the Contract Administrator, dated, serially numbered, and executed by County and Consultant.

4.2.6 All Work Authorizations shall be negotiated pursuant to Florida Statutes and County Policy, in the presence of the Contract Administrator or designee.

4.3 Consultant shall complete each Work Authorization and component tasks assigned whether such completion would cause work to be performed beyond the expiration date of this Agreement. Those Work Authorizations whose duration extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work with additional time and professional fees as otherwise allowed in this Agreement as long as said work is within the Scope of Services originally authorized by existing Work Authorization(s). Further, if the duration of the Work Authorization extends beyond the expiration date of this Agreement, the terms and conditions of this Agreement shall continue to apply to that Work Authorization.

4.4 Consultant shall provide all architectural, engineering, landscape architectural, or specialty professional services support (through either in-house or Subconsultant firms) as required to complete an assigned Project. Project specific services may also include Project team facilitation and support; hurricane/disaster preparedness and recovery assistance; Project status reporting and performance/compliance reporting.

4.5 Work Authorizations shall depict projects in their entirety and in no case shall Work Authorizations be split in order to meet lower authorization thresholds as described in the Procurement Code.

4.6 Award of this Agreement does not guarantee work will be issued to Consultant. Failure to issue work under this Agreement will not be deemed a breach of this Agreement.

## **ARTICLE 5. TERM AND TIME FOR PERFORMANCE; DAMAGES**

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end at 11:59 PM on the day prior to the third anniversary of the Effective Date ("Initial Term"), it being the intention of the Parties that the Initial Term be for a period of three (3) years. County may renew this Agreement, under the same terms and conditions, for up to two (2) additional one (1) year terms by sending notice of renewal to Consultant at least thirty (30) days prior to the expiration of the then-current term. The

Purchasing Director is authorized to exercise this renewal option. Consultant shall perform the Services described in each Work Authorization within the time periods specified in the Work Authorization. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement for each Work Authorization. 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.

5.3 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 County 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, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and may 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.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, 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 6 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 5.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County 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 County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

## **ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT**

6.1 Amount and Method of Compensation. All Work Authorizations issued pursuant to this Agreement shall not exceed a total of Six Hundred Thousand Dollars (\$600,000) for any one year of the Agreement. If this Agreement is extended, then this limit shall apply to each year of the

extended Agreement. The method of compensation to be paid under each Work Authorization will be under one or a combination of the following methods as specified in the each Work Authorization and based on the Salary Costs described in Exhibit A.

6.1.1 Maximum Amount Not-To-Exceed Compensation. For performance of all Services as related to the Work Authorization developed for each Project required under the terms of this Agreement and identified in each Work Authorization as payable on a “Maximum Amount Not-To-Exceed” basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 6.2 up to an agreed upon maximum not-to-exceed amount.

6.1.2 Lump Sum Compensation. For performance of all Services as related to the Work Authorization developed for each Project required under the terms of this Agreement and identified in each Work Authorization as payable on a “Lump Sum” basis, compensation to Consultant shall be not more than an agreed upon total lump sum.

6.1.3 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 6.3 up to an agreed upon maximum not-to-exceed amount. Unused amounts of those monies shall be retained by County.

6.1.4 Salary Costs. The maximum billing rates payable by County for each of Consultant’s employee categories are shown on Exhibit A and are further described in Section 6.2.

6.1.5 Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs on Exhibit A as defined in Section 6.2 and Reimbursable Expenses defined in Section 6.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

6.2 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.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 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 County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

6.2.3 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 County approval, invoice County accordingly.

6.2.4 The total hours payable by County 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 6.2. 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.

6.2.5 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 6.2 remain in place.

6.2.6 The maximum hourly rates shown on Exhibit A are subject to change annually beginning on the third anniversary of the contract execution date and on each contract anniversary thereafter upon written request no later than thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates will be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in the cost of living will be based on the Consumer Price Index ("CPI") and will be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, multiplied by one hundred (100). The CPI current period means the most recently published monthly index prior to contract anniversary. The CPI previous period means for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor table for Consumer Price

Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. If there is no change in the CPI, there will not be an increase in the hourly rates. Any changes to the hourly rates shall be set forth on an amended Exhibit A executed by the Contract Administrator and Consultant. The maximum hourly rates in effect at the time of negotiations for each Work Authorization will remain in effect throughout the life of the Work Authorization, regardless of any change in the maximum hourly rates allowed in this subsection.

#### 6.2.7 Disclosure.

6.2.7.1 On or prior to execution of this Agreement, Consultant shall disclose (i) all Paycheck Protection Program (“PPP”) funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and (ii) any forgiveness of a loan pursuant to Section 1106 of the CARES Act (“Forgiveness”).

6.2.7.2 Consultant represents that the overhead and fringe benefit rates in Exhibit A, Salary Costs, are no higher than the overhead factor and fringe benefit factors in the FAR audit submitted in accordance with Section 6.2 (“Initial FAR”), including, without limitation, the Forgiveness, if any.

6.2.8 Paycheck Protection Program. For any fiscal year of Consultant during the term of this Agreement in which Consultant or any Subconsultant recognizes Forgiveness (“Forgiveness Year”), Consultant shall deliver to County its FAR audit for the Forgiveness Year. The FAR audit for the Forgiveness Year must include, without limitation, calculations of the overhead factor and fringe benefit factor (i) including the Forgiveness (“Forgiveness Rates”) and (ii) excluding the Forgiveness. If Forgiveness is recognized by Consultant or any Subconsultant in fiscal years of Consultant after the period covered by the Initial FAR, Consultant shall submit to Contract Administrator, no later than six (6) months after the end of the Forgiveness Year, the following:

- (a) FAR audit for such period; and
- (b) Revised Exhibit A, Salary Costs (“Forgiveness Exhibit A”), reflecting updated overhead and fringe benefit rates that are no higher than the Forgiveness Rates.

If the Forgiveness Rates are less than the rates actually paid by County for work performed during the applicable Forgiveness Year, then Consultant shall reimburse County for amounts paid by County in excess of the Forgiveness Exhibit A rates for work performed during the applicable Forgiveness Year. The Forgiveness Rates shall apply and remain in effect for any work performed by Consultant unless and until adjusted pursuant to Section 6.2.

6.2.9 Re-adjustment of Forgiveness Rates. Upon the completion of the fiscal period of Consultant following the Forgiveness Year, Consultant may submit to the Contract

Administrator, no later than six (6) months after the end of the applicable Forgiveness Year, the following:

(a) FAR audit for such period; and

(b) Revised Exhibit A, Salary Costs (“Adjusted Exhibit A”), reflecting updated overhead and fringe benefit rates that are no higher than such rates in the FAR audit for such period.

If the Adjusted Exhibit A and supporting documentation are approved in writing by the Contract Administrator, the rates set forth in Adjusted Exhibit A shall be the applicable rates for any work performed by Consultant after approval by the Contract Administrator of Adjusted Exhibit A.

6.3 Reimbursable Expenses. For 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”), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein and in Exhibit A-1. County 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 must also comply with the requirements of this section.

6.4 Method of Billing.

6.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project and Work Authorization 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.

6.4.2 For Lump Sum Compensation. Consultant shall submit billings that are identified by the specific project and Work Authorization 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.

6.5 Method of Payment.

6.5.1 County shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by County's Prompt Payment Ordinance, minus any applicable retainage or other deductions permitted by this Agreement.

6.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

6.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, County shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

6.5.4 Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address: 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316.

6.6 Payment shall be made to Consultant for services performed after the expiration date of this Agreement so long as the Project was assigned to Consultant by way of a Work Authorization or a Notice to Proceed issued to Consultant prior to the expiration date of this Agreement. This provision shall not be applicable to an earlier termination for cause or convenience as set forth in Section 9.1.

6.7 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds, pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

6.8 Payments to Subconsultants. Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from

County for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

6.9 Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs, loss of potential investment returns, and interest.

#### **ARTICLE 7. ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES**

7.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services in any Work Authorization to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of this Agreement and the Broward County Procurement Code and must be contained in a written amendment.

7.2 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the County Administrator or the County Administrator's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

#### **ARTICLE 8. REPRESENTATIONS AND WARRANTIES**

8.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each

individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

8.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

8.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

8.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, 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 may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Consultant's compensation in this Agreement.

8.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

8.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in

Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

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, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

8.9 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.10 Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

8.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Consultant represents and certifies that Consultant will comply with Section 26-125(d) for the duration of the Agreement.

8.12 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“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.

8.13 Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation,

warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

## ARTICLE 9. TERMINATION

9.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement or any Work Authorization may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of County. This Agreement or any Work Authorization may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

9.2 This Agreement or any Work Authorization may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2 By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.3 By the Director of OESBD upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and

such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

9.3 Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 If this Agreement or any Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience in the form of County’s obligation to provide advance notice to Consultant of such termination in accordance with Section 9.1.

9.5 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

#### **ARTICLE 10. INSURANCE**

10.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2 Consultant shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

10.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Consultant shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

10.4 Consultant shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5 All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

10.6 If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Consultant.

10.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

10.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurers may acquire against County and agrees to obtain same in an endorsement of Consultant's insurance policies.

10.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

10.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this article.

10.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced

with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

**ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

11.1 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.

11.2 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 County), 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.

11.3 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 County 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.

11.4 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B-1 (or a CBE firm substituted for a listed firm, if permitted) for twenty-six percent (26%) of total Services (the “Commitment”) for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B-1 and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

11.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County 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 County, and OESBD may adjust the CBE

goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

11.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County 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 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 County 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 County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County'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 County, 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.

11.7 Consultant acknowledges that the Board, acting through 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 County in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

11.8 County 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.

11.9 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow County 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, unless otherwise determined by the County Administrator.

11.10 The presence of a “pay when paid” provision in a Consultant’s contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 6.8.

## **ARTICLE 12. MISCELLANEOUS**

12.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant’s representative(s) to whom matters involving the Project shall be addressed. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

12.2 Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, in their native file format, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all Subconsultants.

12.3 Public Records. Notwithstanding anything else in this Agreement, any action taken by County 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 County as stated in Section 119.0701, Florida Statutes, Consultant shall:

12.3.1 Keep and maintain public records required by County to perform the services under this Agreement;

12.3.2 Upon request from County, provide County 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;

12.3.3 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 County; and

12.3.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, 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 County upon request in a format that is compatible with the information technology systems of County.

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 County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Consultant may 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 affidavit 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 County, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County 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 County’s obligation to treat the records as Restricted Material. Consultant must indemnify and defend County 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) 357-8100, DANWEST@BROWARD.ORG, 950 N.W. 38TH STREET, OAKLAND PARK, FLORIDA 33309-5982.**

12.4 Audit Rights and Retention of Records. Consultant and all 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 section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). 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). 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.

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.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide County with reasonable access to Consultant's facilities, 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 County.

Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Consultant shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

12.5 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit B, Schedule of Subconsultants, to provide the Services negotiated under each Work Authorization. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 10 on Consultant's Subconsultants.

12.6 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.7 Indemnification of County. Consultant shall indemnify and hold harmless County 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 County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County'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 County.

12.8 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this 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 this Agreement are contained herein.

12.9 Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Consultant.

12.10 Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County Parks and Recreation Division  
Attn: Dan West, Director  
950 N.W. 38<sup>th</sup> Street  
Oakland Park, Florida 33309  
Email address: DanWest@broward.org

FOR CONSULTANT:

Calvin, Giordano & Associates, Inc.  
Attn: Jenna Martinetti, Director of Engineering  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Email address: jmartinetti@cgasolutions.com

12.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.12 Consultant's Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract

Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

12.13 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 this Agreement.

12.14 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.15 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

12.16 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

12.17 Third-Party Beneficiaries. Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.18 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an

expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

**12.19 Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

**12.20 Compliance with Laws.** Consultant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

**12.21 Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

**12.22 Joint Preparation.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

**12.23 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

**12.24 Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY**

**TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described in the Scope of Services for each Work Authorization); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project or other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

12.26 Payable Interest.

12.26.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.26.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Attachments are incorporated into and made a part of this Agreement.

12.28 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.29 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.

12.30 Public Art and Design. To the extent the Project includes artwork as defined by Section 1-88, Broward County Code of Ordinances, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide workspace for the artist during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan. Consultant's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section. Consultant shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s).

12.31 Additional Security Requirements. Consultant shall comply with the Parks and Recreation Security Requirements attached hereto as Exhibit D.

12.32 Polystyrene Food Service Articles. Consultant shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 21.173, Broward County Administrative Code.

12.33 Construction Apprenticeship Program. If this Agreement is a construction contract as defined in Section 26-9 of the Code, Consultant represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Code.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CALVIN, GIORDANO & ASSOCIATES, INC., signing by and through its President \_\_\_\_\_, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By \_\_\_\_\_  
Mayor/Vice-Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By Al A DiCalvo Digitally signed by Al A DiCalvo  
Date: 2022.08.30 22:10:19 -04'00'  
Al A DiCalvo (Date)  
Senior Assistant County Attorney

By Michael Kerr Digitally signed by Michael Kerr  
Date: 2022.08.31 10:20:41 -04'00'  
Michael J. Kerr (Date)  
Deputy County Attorney

AAD  
CalvinGiordano (PNC2123551P1) PPD-ContContract\_v7Final-2022-0819  
8/19/22

**AGREEMENT BETWEEN BROWARD COUNTY AND CALVIN, GIORDANO & ASSOCIATES, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES FOR PARKS AND RECREATION DIVISION  
(RFP # PNC2123551P1)**

Consultant

ATTEST:

CALVIN, GIORDANO & ASSOCIATES, INC.

Dawn Hopkins Digitally signed by Dawn Hopkins  
Date: 2022.08.25 11:28:25 -04'00'

Christopher B Giordano Digitally signed by Christopher B Giordano  
Date: 2022.08.25 11:52:10 -04'00'

Secretary

President or Vice-President

**Dawn Hopkins**

**Chris Giordano, President**

(Print Name)

(Print Name and Title)

(Seal)

OR

WITNESS:

Jenna Martinetti Digitally signed by Jenna Martinetti  
Date: 2022.08.25 11:46:33 -04'00'

Signature

**Jenna Martinetti**

Print Name

**25** day of **August**, 20**22**.

## ATTACHMENT 1 BIM AND ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

- 1.01 The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, this Agreement requires submittal of documents produced on electronic media. **The County encourages Building Information Model (BIM) and Civil Information Modeling (CIM) based design and documentation to the maximum extent possible, especially for all major projects including all new construction, but is not required unless specifically addressed in a Work Authorization.** For projects utilizing BIM delivery, Consultant will include native format and IFC BIM deliverables at all project milestones, with any supplementary two-dimensional (2D) and three-dimensional (3D) deliverables to be derived from the model. Further, it is the intent of the County to require open-standard facility management data as a Project deliverable at all milestones. Requirements for that media are presented below.
- 1.02 For projects utilizing BIM delivery, Consultant and Contractor will provide native BIM format and Industry Foundation Class (IFC) electronic BIM deliverables in addition to all other electronic copies of hardcopy submissions and other files that support the intent of the Project at all Project milestones. Data interoperability is important to the County. Design Authoring software shall be used throughout the Project lifecycle and shall be parametric. It is also important that nationally defined standards and protocols be used when developing BIM's so that data may be normalized for multiple uses, now and in the future. Most current versions of standards such as the National BIM Standards, BIMForum LOD Specification Part 1 and Commentary, OmniClass, Unifomat and MasterFormat, should be used whenever possible.
- 1.03 Predictable, reliable, and uniform data will help to ensure a building dataset that will facilitate ongoing building operation and maintenance protocols. Consultant shall initiate and jointly develop BIM and Construction Operations Building Information Exchange (COBie) information to be completed by the Contractor throughout their corresponding phases of the Project.
- 1.04 Additional Definitions and Identifications
- A) BIM: Building Information Modeling. Building Information Modeling as such term is defined by the US National Building Information Model Standard Project Committee. BIM is not a specific product or technology, instead it is a collection of software applications and processes designed to facilitate coordination and Project collaboration through a facilities lifecycle. BIM is a process for developing design, construction and operations and maintenance documentation by virtually constructing a building, bridge or other form of infrastructure before anything is built. As used herein, the BIM may also refer to a specific model derived from the BIM process (sometimes redundantly identified as a BIM model). References to Building Information Model, BIM, or the Model, include the primary design model or models and all linked, related, affiliated or subsidiary models developed for design, analysis, estimating, detailing, fabrication, construction, operation or maintenance of the Project, or any portion or element of the Project.

- B) CAD or CADD: Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format. CAD represents all pre-BIM digital tools and their 2D/3D deliverables.
- C) CIM: Civil Information Modeling used for designing and building components of the built environment such as civil infrastructure. All references to BIM in this document shall include CIM as well.
- D) COBie: Construction Operations Building Information Exchange specifications as administered through the buildingSMART International, National Institute of Building Sciences, Washington, DC. [http://www.nibs.org/?page=bsa\\_cobie](http://www.nibs.org/?page=bsa_cobie).
- E) Compatible Data: Data that can be accessed directly by the target BIM or CADD system upon delivery to the County, without further translation or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this level of compatibility.
- F) Cost Analysis: A process in which a BIM can offer a preliminary analysis of the costs of constructing a Project during the design process and provide cost benefit effects of additions and modifications with potential to save time and avoid budget overruns. The accumulation, examination, and manipulation of cost data for comparisons and projections.
- G) Cost Estimation: A process in which a BIM is used to develop accurate quantity take-offs for the purpose of creating or validating cost estimates.
- H) Energy Analysis: A process in which intelligent modeling software uses the BIM model to determine the most effective facility energy plan based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- I) GIS: Geographic Information System designed to capture, store, manipulate, analyze, manage and present spatial or geographic data.
- J) Federated BIM: A BIM model which links (does not merge) several single-discipline models together. Federated Models do not merge the properties of individual models into a single database. A federated model is useful for design coordination, clash avoidance and clash detection, approvals processes, design development, estimating and so on, but the individual models do not interact, they have clear authorship and remain separate. This means that the liabilities of the originators of the separate models are not changed by their incorporation into the federated model.
- K) IFC: Interoperability Foundation Classes, open sharable standards for building information as defined by the buildingSMART International, National Institute of Building Sciences, Washington, DC. [www.buildingsmart.org](http://www.buildingsmart.org)

- L) Lighting Analysis: A process in which intelligent modeling software uses the BIM model to determine the most effective lighting method based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- M) LOD: Level of Development Specification for Building Information Models. See the current edition of the BIMForum LOD Specification for additional information. <http://bimforum.org/loa>
- N) OmniClass: OmniClass Construction Classification System (OCCS) is a means of organizing and retrieving information specifically designed for the construction industry. This Agreement incorporates Table 23 establishing National Standards for the classification of construction products. OmniClass uses MasterFormat and UniFormat as the basis of its Tables wherever possible.
- O) Site Analysis: A process in which BIM/GIS tools are used to evaluate properties in a given area to determine the most optimal site location for a future project. The site data collected is used to first select the site and then the position the building based on engineering criteria (e.g. solar path, utility availability, hazardous material).
- P) Site Utilization Planning: A process in which a 4D (fourth-dimensional) model is used to graphically represent both permanent and temporary facilities on site, with the construction activity schedule. Additional information incorporated into the model can include labor resources, materials and associated deliveries, and equipment location.
- Q) Tolerance: Acceptable dimension or variation from precise material, fabrication, or assembled condition as a unit of measure to be specified allowable variations in strength, stability, dimension, the mix of a material, the performance of a system, temperature ranges and so on.
- R) Visualization: Any technique for creating images, diagrams, or animations to communicate information. BIM can be used as a tool to show visual clarity of simple and complex systems and data to help understand Project scope, design options, constructability, coordination and for quality assurance and control.

#### 1.05 General Requirements

- A) All Consultant's work, including drawings, surveying, maps, details or other drawing information to be provided in electronic media by Consultant shall be accomplished and developed using CADD, or BIM, or a coordinated combination of both as determined by the Contract Administrator in a compatible data format and may also include other software and procedures conforming to the following criteria.

## 1.06 BIM and CADD Graphic Formats

- A) Provide all BIM and CADD data in any of the following software formats:
  - 1) Autodesk, Inc. AutoCAD release 2018 or more current .dwg format
  - 2) Alternative, compatible BIM and/or CADD software formats that conform to the requirements below if accepted in writing by the Contract Administrator.
- B) BIM Data required for submittals shall be provided in .ifc format in conformance with IFC (2x3) as established by the buildingSMART International for Interoperability. Use of BIM vendors or systems that incorporate the International for Interoperability IFC standard above must be approved in writing in advance by the Contract Administrator and comply with the electronic media requirements.
- C) Building Positioning to be accomplished for the intended Project site by using “Auto – by Shared Coordinates” process or similar. Obtain State Plane Coordinates from Project survey information and utilize this same positioning process for all BIM files.
- D) CADD data required for submittals shall be provided in native .dwg format or be contained within the structure of the BIM data required above.
- E) Copies of all BIM drawing sheets or other CADD submittals intended for hardcopy plotting or printing shall be provided by Consultant in portable document format (pdf). Final document submittals must also include drawing web format (.dwf) electronic media of above.
  - 1) Consultant shall ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are compatible with the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD software, platform, database software), and adhere to the standards and requirements specified herein.
- F) Target platform: A personal computer with an operating system that meets or exceeds the minimum manufacturer’s requirements to operate the version of software utilized for the Project.
- G) Any non-graphical database delivered with prepared drawings must be provided in relational database format compatible with Microsoft Access 2016 or higher, or other compatible SQL format database. All database tables must conform to the structure and field-naming guidance provided upon request by the Contract Administrator.
  - 1) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

H) BIM Content

- 1) Provide all Building Information Modeling (BIM) models in conformance to the General Service Administration's (GSA) "Building Information Modeling Guide 02 Spatial Program Validation," dated May 21, 2015 or more current. Provide space identification, charts and information in conformance with this Guide.

I) CADD Standards

- 1) Plotted drawing size sheets: 24 x 36 inches or 36 x 42 inches. Do not use custom sizing.
- 2) Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
- 3) Drawing Set Organization and Sheet Identification per the United States National CAD Standard - V5. Provide dots in lieu of dashes at all uses.

J) CADD Layering

- 1) Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, U.S. National CAD Standards version 5 (V5), "CAD Layer Guidelines", second edition or later.
- 2) Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

K) Attribute Definitions

- 1) Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.

L) Deviations from Standards

- 1) Submit a written request for approval of any deviations from the Contract Administrator's established electronic media standards. Pre-coordinate the development, use and submittal of 3D (three dimensional) modeling, BIM, photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.

- 2) No deviations from the Contract Administrator's established BIM or CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- M) Non-BIM or CADD Graphic Format
- 1) Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.
- N) Non-Graphic Format
- 1) Provide word processing files in Microsoft Word 2016 or higher compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
  - 2) Provide spreadsheet files in Microsoft Excel 2016 or higher for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
  - 3) Provide database files in relational database format compatible with Microsoft Access 2016 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.
- O) Delivery Media and Format
- 1) Submit copies of all BIM and CADD data and other electronic files developed under this Agreement on electronic digital media as required for Project Phase submittals.
  - 2) Provide electronic digital data and files on labeled, read-only CD or DVD media. Flash drives are acceptable alternatives and shall contain identifying County Project information in their disk or flash drive name. Other media will not be accepted without Contract Administrator's approval.
  - 3) The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD or BIM system.
  - 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
    - a. The Work Authorization Number, Project Title and Date.
    - b. The format and version of operating system software.
    - c. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.

d. A list of the filenames (a separate sheet will be accepted).

P) Before a BIM and CADD files are placed on the delivery electronic digital media, the following procedures shall be performed:

- 1) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
- 2) Make sure all reference files are attached without device or directory specifications.
- 3) Compress and reduce all design files using file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
- 4) Include all files, both graphic and non-graphic, required for the Project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
- 5) Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- 6) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete Project.
- 7) Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among the County-furnished materials. Consultant shall obtain the Contract Administrator's approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

Q) Submittals

- 1) Submit as Project Record Documents specified above and as required for Project Phase submittals and Project record documents. Submit electronic media with a transmittal letter containing, as a minimum, the following information:
  - a. The information included on the external label of each media unit (e.g., CD, DVD, flash drive, etc.), along with the total number being delivered, and a list of the names and issue dates of all files on the media.

- b. Confirm that all delivery media are free of known computer viruses and malware. The release or version date of the virus-scanning software shall be the current version that has detected the latest known viruses at the time of delivery of the digital media.
- c. The following “Plot File Development and Project Documentation Information” as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal:
  - i. List of all new figures, symbols, tables, schedules, details, and other blocks created for the Project, which were not provided to Consultant with the Contract Administrator-furnished materials, and any associated properties.
  - ii. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
  - iii. Recommended modifications which will be necessary to make the data available for GIS use.

R) Ownership

- 1) County will have unlimited rights under this Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the scope of work and services pursuant to this Agreement including any copyright.
- 2) Unlimited rights under this Agreement are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant except where otherwise limited within the Agreement.
- 3) The Contract Administrator will at all reasonable times have the right to inspect the work of the Consultant and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this Agreement shall become the property of County except where otherwise limited within the Agreement.

S) Contract Administrator-Furnished Materials to Consultant

- 1) The Contract Administrator may make various electronic information available to the Consultant during the Pre-Design/Programming and Schematic Design Phases of the Project, if available. These may include:
  - a. Workfiles: Selected work product files, copies of BIM and/or CADD files, reports, spreadsheets, databases, specifications, drawings and other documentation of County's work in progress may be provided to Consultant on an as-required basis.
  - b. Where electronic media submittals of final site surveys are required: County will provide electronic copies of any existing site survey data already on electronic media conforming to the above requirements, if available.

T) Other Digital Information

- 1) A variety of digital information may be generated by participants in the design process including the Contract Administrator, County Project Manager, subconsultants, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other Project team members.
- 2) Consultant shall facilitate and participate in this digital exchange of information by conforming to the standards expressed above.

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Principal Engineer	\$86.47		3.00		\$259.41
Construction Management Director	\$91.76		3.00		\$275.28
Senior Engineer 2	\$82.32		3.00		\$246.96
Senior Electrical Engineer	\$68.39		3.00		\$205.17
Director, Landscape Architecture	\$71.59		3.00		\$214.77
Landscape Architect/Designer	\$43.10		3.00		\$129.30
Landscape Architect	\$58.20		3.00		\$174.60
Landscape Inspector	\$44.92		3.00		\$134.76
Director of Planning	\$80.95		3.00		\$242.85
Urban Planner	\$59.34		3.00		\$178.02
Senior Planner	\$49.54		3.00		\$148.62
Chief Surveyor	\$98.26		3.00		\$294.78
Project Surveyor	\$49.32		3.00		\$147.96
Survey Technician	\$23.58		3.00		\$70.74
Project Manager	\$62.88		3.00		\$188.64
Engineer II	\$45.51		3.00		\$136.53
Engineer	\$32.38		3.00		\$97.14
Project Management Administrator/Utility Coordinator	\$32.71		3.00		\$98.13
Designer	\$42.79		3.00		\$128.37
CADD Technician	\$33.87		3.00		\$101.61
GIS Coordinator	\$24.29		3.00		\$72.87
Accountant	\$36.68		3.00		\$110.04

**EXHIBIT A**  
**MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
Agreement Title: Professional Engineering Services for Parks and Recreation Division  
Consultant Name: Calvin, Giordano & Associates, Inc.

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Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (135.00)%

FRINGE = HOURLY RATE x FRINGE (38.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**Notes:**

Overhead/Fringe adjusted to bring multiplier to 3.00

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: ACAI Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.84		
Principal in Charge	\$149.38		2.84		\$350.00*
Project Manager	\$90.13		2.84		\$255.97
Project Architect	\$65.50		2.84		\$186.02
Job Captain	\$57.64		2.84		\$163.70
CAD/REVIT Tech	\$43.23		2.84		\$122.77
BIM/VDC MGR	\$40.88		2.84		\$116.10
Designer	\$23.44		2.84		\$66.57
Clerical	\$26.99		2.84		\$76.65

Multiplier of 2.84 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (112.78)%

FRINGE = HOURLY RATE x FRINGE (45.10)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**Notes:**

\*Maximum Billing Rate will not exceed \$350.00/hour

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: AREHNA Engineering Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Principal Engineer	\$80.62		3.00		\$241.86
Senior Engineer	\$76.30		3.00		\$228.90
Chief Engineer	\$56.68		3.00		\$170.04
Engineer	\$50.47		3.00		\$151.41
Engineer Intern	\$31.45		3.00		\$94.35
CADD/Computer Technician	\$35.93		3.00		\$107.79
Senior Engineering Technician	\$39.24		3.00		\$117.72
Engineering Technician	\$21.80		3.00		\$65.40
Clerical/Secretary	\$27.25		3.00		\$81.75

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (138.64)%

FRINGE = HOURLY RATE x FRINGE (57.05)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (1.60)%

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

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: CC America Enterprises LLC dba US Utility Potholing Air & Excavation

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Project Manager	\$49.05		2.31		\$113.31
SUE 1	\$17.44		2.31		\$40.29
SUE 2	\$28.34		2.31		\$65.47
SUE 3	\$29.43		2.31		\$67.98
Assistant	\$26.16		2.31		\$60.43

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (100.00)%

FRINGE = HOURLY RATE x FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**Notes:**

SUE means Subsurface Utility Engineer

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: Cummins Cederberg, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Director	\$73.37		2.31		\$169.48
Principal	\$68.13		2.31		\$157.38
Senior Engineer	\$65.51		2.31		\$151.33
Project Engineer	\$45.59		2.31		\$105.31
Senior Project Manager	\$62.88		2.31		\$145.25
Project Manager	\$36.68		2.31		\$84.73
Associate Engineer 2	\$42.97		2.31		\$99.26
Senior Designer	\$38.26		2.31		\$88.38
Senior Scientist	\$47.16		2.31		\$108.94
Project Scientist	\$36.68		2.31		\$84.73
Associate Scientist 2	\$28.82		2.31		\$66.57

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (100.00)%

FRINGE = HOURLY RATE x FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**Notes:**

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: Fire, Life Safety, & Security Institute, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Fire Protection Engineer	\$94.37		2.31		\$218.00

Multiplier of 2.31 is calculated as follows:

$$\text{OVERHEAD} = \text{HOURLY RATES} \times \text{OVERHEAD (100.00)\%}$$

$$\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (10.00)\%}$$

$$\text{OPERATING MARGIN} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN (10.00)\%}$$

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

**Notes:**

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: Lakdas/Yohalem Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.96		
Principal Engineer	\$85.02		2.96		\$251.66
Project Manager	\$54.50		2.96		\$161.32
Project Engineer	\$42.51		2.96		\$125.83
Engineer	\$37.06		2.96		\$109.70
Inspector	\$33.79		2.96		\$100.02
CADD Technician	\$32.70		2.96		\$96.79
Administrative	\$23.98		2.96		\$70.98

Multiplier of 2.96 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (135.95)%

FRINGE = HOURLY RATE x FRINGE (32.96)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: Optimus Structural Design LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Principal	\$117.97		2.31		\$272.51
Project Manager	\$82.58		2.31		\$190.76
Project Engineer	\$70.78		2.31		\$163.50
CAD Manager/Junior Engineer	\$58.98		2.31		\$136.24
Inspector	\$40.11		2.31		\$92.65
CADD Operator	\$44.83		2.31		\$103.56
Clerical	\$21.23		2.31		\$49.04

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (100.00)%

FRINGE = HOURLY RATE x FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**Notes:**

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.  
 Subconsultant Name: U.S. Cost Incorporated dba RIB U.S. Cost

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.40		
Senior Cost Estimator	\$87.41		2.40		\$209.78
Cost Estimator	\$60.36		2.40		\$144.86

Multiplier of 2.40 is calculated as follows:

OVERHEAD = HOURLY RATES x OVERHEAD (72.90)%

FRINGE = HOURLY RATE x FRINGE (45.45)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00)%

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

**EXHIBIT A-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

RFP No.: PNC2123551P1  
Agreement Title: Professional Engineering Services for Parks and Recreation Division  
Consultant Name: Calvin, Giordano & Associates, Inc.

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**UNIT PRICE REIMBURSABLES**

<b>ITEM</b>	<b>UNIT</b>	<b>UNIT PRICE YEAR 1</b>	<b>UNIT PRICE YEAR 2</b>	<b>UNIT PRICE YEAR 3</b>
Survey Crew (2 person)	Per Crew (\$/HR)	\$140.00	\$145.00	\$150.00
Survey Crew (3 person)	Per Crew (\$/HR)	\$160.00	\$165.00	\$170.00

**Notes:**

The unit prices shown above include all materials, labor, equipment, overhead, and profit for the field data collection, evaluation, analysis, and documentation for use in the project deliverables.

**EXHIBIT B  
SCHEDULE OF SUBCONSULTANTS**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.

<b>No.</b>	<b>Firm Name</b>	<b>Discipline(s)</b>
1.	ACAI Associates, Inc.	Architectural Services
2.	AREHNA Engineering Inc.	Geotechnical Engineering and Testing Services
3.	CC America Enterprises LLC dba US Utility Potholing Air & Excavation	Subsurface Utility Investigation
4.	Cummins Cederberg, Inc.	Coastal and Marine Engineering; Environmental Engineering and Permitting; Wetland, Ecological, and Wildlife Scientific Investigations; Erosion and Floodplain Analyses
5.	Fire, Life Safety, & Security Institute, Inc.	Fire Protection Engineering Services
6.	Lakdas/Yohalem Engineering, Inc.	Structural Engineering Services
7.	Optimus Structural Design LLC	Specialized Structural Engineering Services
8.	U.S. Cost Incorporated dba RIB U.S. Cost	Cost Estimating Services

**EXHIBIT B-1  
CBE SUBCONSULTANTS AND LETTERS OF INTENT**

RFP No.: PNC2123551P1  
 Agreement Title: Professional Engineering Services for Parks and Recreation Division  
 Consultant Name: Calvin, Giordano & Associates, Inc.

<b>Firm Name and Address</b>	<b>Discipline(s)</b>
AREHNA Engineering Inc. 5012 W. Lemon St. Tampa, FL 33609	Geotechnical Engineering and Testing Services
CC America Enterprises LLC dba US Utility Potholing Air & Excavation 4630 N.E. 11 <sup>th</sup> Ave. Oakland Park, FL 33334	Subsurface Utility Investigation
Cummins Cederberg, Inc. 7550 Red Rd., Suite 217 Miami, FL 33143	Coastal and Marine Engineering; Environmental Engineering and Permitting; Wetland, Ecological, and Wildlife Scientific Investigations; Erosion and Floodplain Analyses
Lakdas/Yohalem Engineering, Inc. 2211 N.E. 54 <sup>th</sup> St. Fort Lauderdale, FL 33308	Structural Engineering Services



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** PNC2123551P1

**Project Title:** Professional Engineering Services for Parks and Recreation Division

**Bidder/Offeror Name:** Calvin, Giordano & Associates, Inc.

**Address:** 1800 Eller Drive, Suite 600 City: Fort Lauderdale State: FL Zip: 33316

**Authorized Representative:** Chris Giordano, MSC, CCM, President Phone: 954.921.7781

**CBE Firm/Supplier Name:** AREHNA Engineering, Inc.

**Address:** 12296 Wiles Road City: Coral Springs State: FL Zip: 33076

**Authorized Representative:** Jessica McRory Phone: 954.417.8412

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

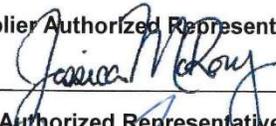
### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Geotechnical Engineering	541330, 541380		5 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

\*Based on Work Authorizations

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 12/27/2021

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 12/27/2021

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

**Rev.: June 2018**

**Compliance Form No. 004**



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: Broward County Professional Engineering Services and Parks and Recreation Division  
 Project Title: PNC 212355 IPI

Bidder/Offeror Name: Calvin Giordano & Associates Inc  
 Address: 1800 Miller Drive Suite 300 City: Ft Lauderdale State: FL Zip: 333116  
 Authorized Representative: Marketing@cgasolutions.com Phone: 954-921-7781  
 Chris Giordano, MSC, CCM, President

CBE Firm/Supplier Name: CC America Enterprises LLC / DBA US Utility Pathology  
 Address: 4630 NE 11th Ave City: Oakland Park State: FL Zip: 33334  
 Authorized Representative: Charles Faust Phone: 954-937-1428

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
<u>US Utility Pathology Av Excavation</u>	<u>54990</u>		<u>7</u> %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

\*Based on Work Authorizations

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: AMBR Date: 12/29/21

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 12/29/2021

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** Bid #PNC2123551P1

**Project Title:** Professional Engineering Services for Parks and Recreation Division

**Bidder/Offeror Name:** Calvin, Giordano & Associates, Inc.

Address: 1800 Eller Drive, Suite 600 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Chris Giordano, MSC, CCM, President Phone: 954.921.7781

**CBE Firm/Supplier Name:** Cummins Cederberg, Inc.

Address: 888 S Andrews Ave, Suite 206 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Jannek Cederberg Phone: 305-741-6155

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Coastal Engineering	237990, 541330, 541620		7 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

\*Based on Work Authorizations

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 01/12/2022

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 01/12/2022

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004



**LETTER OF INTENT**  
BETWEEN BIDDER/OFFEROR AND  
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2123551P1

Project Title: Professional Engineering Services for Parks and Recreation Division

Bidder/Offeror Name: Calvin, Giordano & Associates, Inc.

Address: 1800 Eller Drive, Suite 600 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Chris Giordano, MSC, CCM, President Phone: 954.921.7781

CBE Firm/Supplier Name: Lakdas/Yohalem Engineering Inc.

Address: 2211 NE 54th Street City: Fort Lauderdale State: FL Zip: 33308

Authorized Representative: Lakdas Nanayakkara, P.E. Phone: 954-771-0630

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Structural Engineering			7 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct. \*Based on Work Authorizations

**CBE Firm/Supplier Authorized Representative**  
Signature:  Title: President Date: 01/05/2022

**Bidder/Offeror Authorized Representative**  
Signature:  Title: President Date: 01/05/2022

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.  
<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

## EXHIBIT C MINIMUM INSURANCE REQUIREMENTS

Project: Professional Engineering Services for Parks and Recreation Division  
Agency: Parks and Recreation Division

TYPE OF INSURANCE	ADDL. INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying, and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> <b>INSTALLATION FLOATER</b> is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value. Broward County must be listed as a Loss Payee.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10,000	
<p><b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.</p>					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN A. POUNALL Date: 2021.10.06 14:28:32 -04'00' <hr/> Risk Management Division		

**EXHIBIT D**  
**PARKS AND RECREATION SECURITY REQUIREMENTS**

1. Consultant expressly understands and agrees that a duty is hereby created under this Contract that requires Consultant to provide ongoing disclosure throughout the term of this Agreement as provided for herein relative to the criminal background screening required by this Exhibit.
2. Consultant shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent subconsultants and volunteers who will be working under this Agreement in any County park (“collectively referred to as “County Park Property”). Further, if Consultant is permitted to utilize subconsultants under this contract, Consultant shall perform or ensure that the background screening as required in Item 3 below is conducted on any subconsultant, which term includes the subconsultant’s officers, employees, agents, independent consultants and volunteers who will be working under this Agreement on County Park property.
3. Consultant shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Consultant on County Park Property. All persons subject to the criminal background screening under this Agreement shall be rescreened annually based on the date of initial screening.
4. Consultant shall maintain copies of the results of the criminal background screening required by this Section for all terms of this Agreement and promptly forward copies of same to County, upon its request.
5. With each Work Authorization, Consultant shall be required to furnish to Parks and Recreation Division’s County Project Manager or designee an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by Consultant to provide services on County Park property. Consultant’s Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for Consultant under this Agreement who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit Consultant to furnish the Affidavit in an electronic format.
6. In the event Consultant obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by Consultant to provide services under this Agreement, Consultant shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Consultant based on the requirements of this Section, Consultant shall immediately cease allowing the person to work on County Park Property. Additionally, Consultant shall be required to inform any person background screened pursuant to this Section who is providing services under this Agreement to notify Consultant within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.

7. Consultant shall, by written contract, require its subconsultants to agree to the requirements and obligations of this Section.
8. County may terminate this Agreement immediately for cause, with Notice provided to Consultant, for a violation related to Consultant's failure to perform the required background screening on its officers, employees, agents, independent subconsultants and volunteers who will be working under this Agreement on County Park Property. County may also terminate this Agreement immediately for cause, with Notice provided to Consultant, if County determines Consultant failed to ensure that its permitted subconsultants, as defined in Item 2 above, have been background screened as required in this Section prior to performing any services under this Agreement on County Park Property. Consultant will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of Consultant and Consultant has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this Agreement for cause if Consultant fails to provide the Affidavit, or any updates, to County as provided for under Item 5 above, and Consultant does not cure said breach within five (5) business days of Notice provided to Consultant.