

**AGREEMENT BETWEEN BROWARD COUNTY AND KEITH & ASSOCIATES, INC.  
FOR CONSULTANT SERVICES FOR POMpano PARK PLACE COMPLETE STREETS PROJECT FROM  
POWERLINE ROAD TO S. CYPRESS ROAD  
(RFP # PNC2120039P1)**

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

**RECITALS**

A. County issued a request for proposals (“RFP”) No. PNC2120039P1 for consulting services for Pompano Park Place Complete Streets Project from Powerline Road to S. Cypress Road.

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

C. Consultant is experienced in providing professional services set forth in the Scope of Services, Exhibit A, for lighting and sidewalk improvements.

D. County desires to engage Consultant to provide consulting services for Pompano Park Place Complete Streets Project from Powerline Road to S. Cypress Road.

E. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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 **Board** means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.2 **Charter County and Regional Transportation System Sales Surtax Projects or Surtax Projects** means all projects approved by the Board and authorized to expend Charter County and Regional Transportation System Sales Surtax funding in accordance with Chapter 31½, Article V, of the Broward County Code of Ordinances.

1.3 **Contract Administrator** means the Director of Highway Construction and Engineering Division, the Assistant Director of Highway Construction and Engineering Division, or such other person designated by the same in writing. The Contract Administrator is the representative of County concerning the Project.

- 1.4 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.5 **County Administrator** means the administrative head of County appointed by the Board.
- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.8 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator.
- 1.9 **Project** means work under this Agreement and is described in more detail in Exhibit A, Scope of Services.
- 1.10 **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.
- 1.11 **Services** means the work set forth in Exhibit A, Scope of Services, including all civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.
- 1.12 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.13 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

## ARTICLE 2. EXHIBITS

|                    |   |
|--------------------|---|
| <b>Exhibit A</b>   | <b>Scope of Services</b>                                |
| <b>Exhibit B</b>   | <b>Maximum Billing Rates</b>                            |
| <b>Exhibit B-1</b> | <b>Reimbursables for Direct Non-Salary Expenses</b>     |
| <b>Exhibit C</b>   | <b>Minimum Insurance Coverages</b>                      |
| <b>Exhibit D</b>   | <b>Work Authorization Form</b>                          |
| <b>Exhibit E</b>   | <b>CBE Subconsultant Schedule and Letters of Intent</b> |
| <b>Exhibit F</b>   | <b>Schedule of Subconsultants</b>                       |

## ARTICLE 3. SCOPE OF SERVICES

- 3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Services”).

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify 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 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 this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, 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.

3.3 Exhibit A identifies the initial services related to the Project. Additional negotiations may be required for other phases or additional services under this Agreement. 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.

3.4 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 design or construction of 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 Exhibit A. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

#### **ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES**

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

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

4.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by 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, County shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If 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 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with 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 5. COMPENSATION AND METHOD OF PAYMENT**

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon County's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$442,118.00.

5.1.2 Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$0.00.

5.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$72,617.63 in accordance with Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses



as defined in Section 5.3 up to a maximum not-to-exceed amount of \$92,400.00. Unused amounts of those monies shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates payable by County for each of Consultant’s employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Services shall be paid out in accordance with the Project phasing specified in Exhibit A. Any invoices for payment shall be subject to retainage as set forth in Section 5.5. Any funds for a particular phase can be allocated to other phases, subject to approval by the Contract Administrator.

| <b>Project Phase Option A (with lane elimination)</b> | <b>Phase Amount</b>        |
|---|----------------------------|
| Survey Services                                       | <u>\$142,222.27</u>        |
| Basic Services  | <u>\$39,806.58</u>         |
| Phase I Submittal                                     | <u>\$125,995.66</u>        |
| Phase II Submittal                                    | <u>\$88,122.29</u>         |
| Phase III Submittal                                   | <u>\$70,497.83</u>         |
| Phase IV Submittal                                    | <u>\$67,873.37</u>         |
| <b>Subtotal</b>                                       | <b><u>\$534,518.00</u></b> |
| Optional Lighting Services                            | <u>\$72,617.00</u>         |
| <b>Total Services Fee</b>                             | <b><u>\$607,135.00</u></b> |

| <b>Project Phase Option B (no lane elimination)</b> | <b>Phase Amount</b>        |
|---|----------------------------|
| Survey Services                                     | <u>\$142,222.27</u>        |
| Basic Services                                      | <u>\$39,806.58</u>         |
| Phase I Submittal                                   | <u>\$122,956.46</u>        |
| Phase II Submittal                                  | <u>\$86,222.79</u>         |
| Phase III Submittal                                 | <u>\$68,978.23</u>         |
| Phase IV Submittal                                  | <u>\$66,733.67</u>         |
| <b>Subtotal</b>                                     | <b><u>\$526,920.00</u></b> |
| Optional Lighting Services                          | <u>\$72,617.00</u>         |
| <b>Total Services Fee</b>                           | <b><u>\$599,537.00</u></b> |

5.2 Salary Costs. The term Salary Costs as used herein means 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 this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B 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 B 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.

5.2.3 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 B reflective of such rates for approval by Contract Administrator and, upon such County approval, invoice County accordingly.

5.2.4 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 5.2. 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.

5.2.5 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 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the

extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

#### 5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### 5.5 Method of Payment.

5.5.1 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.

5.5.2 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. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase.

5.5.3 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.

5.5.4 Payment will be made to Consultant at the following address: 301 East Atlantic Blvd, Pompano Beach, FL 33060.

5.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

5.7 Funding for this Project will be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide nor shall County provide any funding from County's general revenue or any other County source. Funding shall be utilized only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.8 Consultant shall pay Subconsultants and suppliers providing Services in accordance with this Agreement within fifteen (15) days following 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 following 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.

## **ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES**

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.

6.2 To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Consultant and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 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 his or her 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 7. REPRESENTATIONS AND WARRANTIES**

7.1 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 any law, rule, regulation, or duty arising in law or equity applicable to Consultant. 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 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.

7.7 Discriminatory Vendor and Scrutinized Companies Lists. 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 Section 215.473, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

7.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant has registered with and uses 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.

7.9 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide BCF #202 (Rev. 12.01.2020)



Services under this Agreement 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 Services. Consultant represents and warrants that the Services under this Agreement 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.

7.10 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, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.11 Breach of Representations. In entering into this Agreement, Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

## **ARTICLE 8. TERMINATION**

8.1 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 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 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 8.4 as its sole remedy.

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

8.2.1 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 (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

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

8.2.3 By the Director of the 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 the 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.

8.3 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.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or the operative 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 8.1.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## **ARTICLE 9. INSURANCE**

9.1 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.

9.2 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.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, 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.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect 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). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5 Consultant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

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

9.7 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.

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

9.9 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.

9.10 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. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

9.11 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 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

10.1 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.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit 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.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services under this Agreement (the "Commitment").

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit E 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 E and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5 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. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify 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.

10.6 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. 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.

10.7 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.

10.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work



resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10 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 allegations of nonpayment or exercising any right stated under this Agreement.

## **ARTICLE 11. MISCELLANEOUS**

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement 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.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services 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 work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.



11.4 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

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

11.4.2 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 law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.4.4 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 applicable requirements 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.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall 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 the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**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) 577-4566, rtornese@BROWARD.ORG, 1 N. UNIVERSITY DRIVE, SUITE B3200, PLANTATION, FLORIDA 33324.**

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement, any Work Authorization, or until resolution of any audit findings, whichever is longer. 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 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, 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, 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 work space. 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, by written contract, require its 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 discloses 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, the reasonable actual cost of County's audit shall be reimbursed to County by Consultant in addition to making adjustments for the overcharges. 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.

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit F, Schedule of Subconsultants, to provide the Services under this Agreement. 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 9 on Consultant's Subconsultants.

11.7 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.

11.8 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.

11.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11.10 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.11 Notices. In order for a 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). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County

Attn: Richard C. Tornese, P.E., Director

Broward County Highway Construction & Engineering Division

1 North University Drive Box B300

Plantation, FL. 33324-2038

Email address: rtornese@broward.org

FOR CONSULTANT:

Keith & Associates, Inc.

Attn: Lori Treviranus, P.E.

Vice President of Transportation

301 East Atlantic Blvd, Pompano Beach, FL 33060

Email address: ltreviranus@keithteam.com

11.12 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 the 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 of the subsections of such section, 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.

11.13 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.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

11.15 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.

11.16 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. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred under 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.

11.17 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. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.18 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.

11.19 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 he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her 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 court 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 under 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.

11.20 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 of this Agreement. 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 of a provision of this Agreement shall not

be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.22 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.

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

11.24 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 of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.25 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. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.26 Reuse of Deliverables. 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 herein and in Exhibit A or any 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 any Services rendered under this Agreement for 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 BCF #202 (Rev. 12.01.2020)



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.

11.27 Payable Interest.

11.27.1 Payment of Interest. County shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.27.2 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).

11.28 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 are incorporated into and made a part of this Agreement.

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

11.30 The Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, is not an eligible expense under Section 212.055, Florida Statutes, and is not applicable to this project.

(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 KEITH & ASSOCIATES, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301 Telephone:  
(954) 357-7600  
Telecopier: (954) 357-7641

By: Gavin Rynard Digitally signed by  
Gavin Rynard  
Date: 2021.01.22  
16:01:52 -05'00' 01-22-21  
Gavin P. Rynard (Date)  
Assistant County Attorney

By: Angela Wallace Digitally signed by  
Angela Wallace  
Date: 2021.01.22  
16:02:16 -05'00' 01-22-21  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

AJW/GR  
Keith & Associates, Inc. Consulting Agr.  
12/01/2020  
#20-088.00

**AGREEMENT BETWEEN BROWARD COUNTY AND KEITH & ASSOCIATES, INC.  
FOR CONSULTANT SERVICES FOR POMPANO PARK PLACE COMPLETE STREETS PROJECT FROM  
POWERLINE ROAD TO S. CYPRESS ROAD  
(RFP # PNC2120039P1)**

FOR INDIVIDUAL:

Consultant

WITNESSES:

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
(Please Type Name)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print/Type Name

FOR CORPORATION:

Consultant

Keith and Associates Inc.

ATTEST:

\_\_\_\_\_  
(Typed Name of Consultant/Firm)

*Lori Treviranus*

*Alex Lazowick*

Alex Lazowick (Jan 22, 2021 13:23 EST)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President/Vice President

Lori Treviranus, PE

Alex Lazowick, PE, PMP, Corporate Vice President

\_\_\_\_\_  
(Typed Name of Secretary)

\_\_\_\_\_  
(Typed Name and Title)

CORPORATE SEAL

22nd day of January, 2021.



November, 2020

EXHIBIT A

SCOPE OF SERVICES

FOR

POMPANO PARK PLACE FROM POWERLINE RD. TO S. CYPRESS RD.

BROWARD COUNTY RFP. NUMBER: PNC2120039P1

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## SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

### HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between Broward COUNTY (hereinafter referred to as the COUNTY) and Keith & Associates, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Location: Pompano Park Place  
Project Number: **105688**  
Project Limits: From East of Powerline Rd. to just West of S. Cypress Rd.  
Bridge No(s): *N/A*  
Rail Road Crossing: FDOT Rail R/W, FEC

#### 1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

Major work mix includes: **Roadway** **Design**

Known alternative construction contracting methods include: - *N/A*

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with COUNTY policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the COUNTY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a system of engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Greenbook or the Florida Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the COUNTY and/or the CONSULTANT.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall

incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with COUNTY procedures. CONSULTANTS are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to COUNTY standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The CONSULTANT shall minimize to the maximum extent possible the COUNTY's needs to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

## 2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, Transportation Planning Study, etc.) developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the COUNTY.

The proposed project consists of adding bike lanes and sidewalk/ADA improvements along Pompano Park Place to provide multimodal transportation options. The project includes, milling and resurfacing the existing pavement, lighting analysis, possible lighting improvements, widening where necessary.

The CONSULTANT is to review the Lane Elimination Study that was led by the city of Pompano Beach, confirm if there are any impacts to Traffic Operation. The CONSULTANT will analyze and propose typical sections without Lane Elimination as well as proposing typical sections with Lane Elimination. The CONSULTANT will deliver an organized report suitable to present to COUNTY Commission for their input in how to proceed with or without the Lane Elimination Concept.

The design scope will then be refined to align with COUNTY Commission recommendations

The CONSULTANT will propose all staff hours as maximum Not To Exceed (NTE) and will consist of the following Optional services: a) project design without Lane Elimination including one customary Public Involvement meeting b) project design with Lane Elimination including one Public meeting/Workshop according to the Complete Street Community Awareness Guidelines dated February 3, 2020 or as amended. Either Option (a) or (b) will be chosen to finalize the design.

## 2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: ***One public meeting***

Other Agency Presentations/Meetings: - *N/A*

Joint Project Agreements: - *N/A*

Specification Package Preparation: ***Specifications will be prepared based on COUNTY requirements & other applicable standards.***

Value Engineering: - *N/A*

Risk Assessment Workshop: - *N/A*

Plan Type: ***Plan only***

Typical Section: ***Existing Typical sections consist of a four-lane divided urban, five-lane and six-lane divided. The CONSULTANT is to develop the most appropriate typical sections with standard bicycle lanes & pedestrian pathways based on the "Public Outreach" and COUNTY Commission approval as necessary.***

Pavement Design: ***Milling and resurfacing & widening as necessary & appropriate.***

Pavement Type Selection Report(s): - *N/A*

Cross Slope: ***CONSULTANT will identify any deficiencies based on survey information and correct as necessary***

Access Management: Access impact is not expected

Transit Route Features: ***TBD***

Major Intersections: ***At railroads, Andrews Ave., Dixie Highway***

Roadway Alternative Analysis: - *N/A*

Level of TCP Plans: ***Level 2.***

Temporary Lighting: - *N/A*

Temporary Signals: - *N/A*

Temporary Drainage: - *N/A*

Design Variations/Exceptions: ***TBD***

Back of Sidewalk Profiles: ***TBD***

## 2.2 Drainage (Activities 6a and 6b)

Existing drainage system to be adjusted as necessary. A drainage memo or mini-drip will be provided to document the impact to existing drainage.

## 2.3 Utilities Coordination (Activity 7)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT shall coordinate with Utility Companies and meet the design schedule.

The CONSULTANT shall ensure COUNTY standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT final negotiation package. The Utility Coordination Manager shall have a minimum of 4 years of experience performing utility coordination in accordance with FDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, and procedures.

The Utility Coordination Manager shall have a thorough knowledge of the FDOT/COUNTY plans production process and COUNTY utility coordination process.

The Utility Coordination Manager shall have a thorough knowledge of utility agreements, standards, policies, and procedures.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

Assuring that Utility Coordination and accommodation is in accordance to the COUNTY, FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.

Identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.

Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.

Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.

Identifying and coordinating the completion of any utility owner agreements that are required for reimbursement, or accommodation of the utility facilities associated with the project.

Reviewing and certifying that all Utility Work Schedules are correct and in accordance with the COUNTY's standards, policies, and procedures.

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

*Coordination with permitting agencies as necessary.*

2.5 Structures (Activities 9 – 18) – N/A

2.6 Signing and Pavement Markings (Activities 19 & 20)

High visibility white with green background bicycle lane symbols and green bicycle lanes identifying critical transition points. All existing signing which are impacted or which do not meet proper reflectivity criteria will be updated.

2.7 Signalization (Activities 21 & 22) – N/A

Intersections: - *N/A*

Traffic Data Collection: - *N/A*

Traffic Studies: - *N/A*

Count Stations: - *N/A*

Traffic Monitoring Sites: - *N/A*

2.8 Lighting (Activities 23 & 24)

2.9 Landscape Architecture (Activities 25 & 26) TBD

2.10 Survey (Activity 27)

Design Survey: Pompano Park Place from Powerline Rd. to S. Cypress Rd. (Terrestrial Mobile Lidar)

2.11 Photogrammetry (Activity 28) - N/A

2.12 Mapping (Activity 29)

Right of Way Map: Pompano Park Place from West of Powerline Rd. to East of S. Cypress Rd.

2.13 Terrestrial Mobile LiDAR (Activity 30)

2.14 Architecture (Activity 31) - N/A

2.15 Noise Barriers (Activity 32) - N/A

2.16 Intelligent Transportation Systems (Activities 33 & 34) - N/A

2.17 Geotechnical (Activity 35)

2.18 3D Modeling (Activity 36) - N/A

2.19 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule to the COUNTY. For the purpose of scheduling, the CONSULTANT shall allow for a three-week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

Keith & Associates confirmed a **12** months schedule in their presentation to the Evaluation Committee, therefore all fees and price proposals are to be based on the schedule of **12** months for final construction contract documents.

Periodically, throughout the life of the contract, the project schedule shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report shall be submitted with the monthly progress report.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents in four phases or as required by the COUNTY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the COUNTY. The COUNTY will determine the specific number of copies required prior to each submittal.

## 2.21 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the COUNTY which include, but are not limited to, publications such as:

### General

Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)

29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA

40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)

40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA

40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA

Americans with Disabilities Act (ADA) Standards for Accessible Design

AASHTO – A Policy on Design Standards Interstate System

AASHTO – Roadside Design Guide

AASHTO – Roadway Lighting Design Guide

AASHTO – A Policy for Geometric Design of Highways and Streets

AASHTO – Highway Safety Manual

Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers

Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement

Rule Chapter 62-257, F.A.C., Asbestos Program

Rule Chapter 62-302, F.A.C., Surface Water Quality Standards

Code of Federal Regulations (C.F.R.)

Florida Administrative Codes (F.A.C.)

Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules



Florida Department of Environmental Protection Rules

FDOT Basis of Estimates Manual

FDOT Computer Aided Design and Drafting (CADD) Manual

FDOT Design Standards

FDOT Flexible Pavement Design Manual

FDOT - Florida Roundabout Guide

FDOT Handbook for Preparation of Specifications Package

FDOT Instructions for Design Standards

FDOT Instructions for Structures Related Design Standards

FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)

FDOT Materials Manual

FDOT Pavement Type Selection Manual

FDOT Design Manual

FDOT Procedures and Policies

FDOT Project Development and Environmental Manual

FDOT Project Traffic Forecasting Handbook

FDOT Public Involvement Handbook

FDOT Rigid Pavement Design Manual

FDOT Standard Specifications for Road and Bridge Construction

FDOT Utility Accommodation Manual

Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)

FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide

FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook

Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005

Florida Statutes (F.S.)

Florida's Level of Service Standards and Guidelines Manual for Planning

Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

Quality Assurance Guidelines

Safety Standards

Any special instructions from the DEPARTMENT

Roadway

FDOT – Florida Intersection Design Guide

FDOT - Project Traffic Forecasting Handbook

FDOT - Quality/Level of Service Handbook

Florida's Level of Service Standards and Highway Capacity Analysis for the SHS

Transportation Research Board (TRB) - Highway Capacity Manual

Permits

Chapter 373, F.S. – Water Resources

US Fish and Wildlife Service Endangered Species Programs

Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits

Bridge Permit Application Guide, COMDTPUB P16591.3C

Building Permit

Drainage

FDOT Bridge Hydraulics Handbook

FDOT Culvert Handbook

FDOT Drainage Manual

FDOT Erosion and Sediment Control Manual

FDOT Exfiltration Handbook

FDOT Hydrology Handbook

FDOT Open Channel Handbook

FDOT Optional Pipe Materials Handbook

FDOT Storm Drain Handbook

FDOT Stormwater Management Facility Handbook

FDOT Temporary Drainage Handbook

FDOT Drainage Connection Permit Handbook

FDOT Bridge Scour Manual

Survey and Mapping:

All applicable Florida Statutes and Administrative Codes

Applicable Rules, Guidelines Codes and authorities of other Municipal, COUNTY, State and Federal Agencies.

FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002

FDOT Right of Way Mapping Handbook

FDOT Surveying Procedure Topic 550-030-101

Florida Department of Transportation Right of Way Procedures Manual

Florida Department of Transportation Surveying Handbook

Right of Way Mapping Procedure 550-030-015

Traffic Engineering and Operations and ITS

AASHTO - An Information Guide for Highway Lighting

AASHTO - Guide for Development of Bicycle Facilities

FHWA Standard Highway Signs Manual

FDOT Manual on Uniform Traffic Studies (MUTS)

FDOT Median Handbook

FDOT Traffic Engineering Manual

National Electric Safety Code

National Electrical Code

2.22 Services to be performed by the COUNTY:

All COUNTY agreements with Utility Agency Owner (UAO).

All information that may come to the COUNTY pertaining to future improvements.

All future information that may come to the COUNTY during the term of the CONSULTANT's Agreement, which in the opinion of the COUNTY is necessary for the prosecution of the work.

Available traffic and planning data.

All approved utility relocations.

All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.

All future information that may come to the COUNTY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.

Existing right of way maps.

Phase reviews of plans and engineering documents.

Regarding Environmental Permitting Services:

Approved Permit Document when available.

Approval of all contacts with environmental agencies.

Appropriate signatures on application forms.

### 3 PROJECT COMMON AND PROJECT GENERAL TASKS

#### Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost

estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with all required Phase submittals.

Technical Special Provisions: As necessary

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with COUNTY and/or Agency staff, between disciplines and SUB-CONSULTANTS, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the COUNTY that design CONSULTANTS, including their SUB-CONSULTANT(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that COUNTY, state and federal design criteria are followed with the concept, and that the CONSULTANT submittals are complete. All SUB-CONSULTANT document submittals shall be submitted by the SUB-CONSULTANT directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their SUB-CONSULTANT(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (15) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control

reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: - N/A.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

### Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

#### 3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the COUNTY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least *ten* business days prior to printing and / or distribution.

##### 3.1.1 Community Awareness Plan

The CONSULTANT is to follow the Complete Street Community Awareness Plan (CAP) guidelines as directed and submit the specific public involvement schedule for review and approval by the COUNTY within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the COUNTY'S proposed construction and the anticipated impact of that construction. The CAP will also document all public involvement activities conducted throughout the project's duration. In addition to the benefits of advance notification, the process should allow the COUNTY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the COUNTY throughout the life of the project.

### 3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the COUNTY. All letters and notices shall be reviewed by the COUNTY to ensure that they are addressed to the correct and current public officials.

### 3.1.3 Preparing Mailing Lists

At the beginning of the project, The CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

### 3.1.4 Median Modification Letters - N/A

### 3.1.5 Driveway Modification Letters - N/A

### 3.1.6 Newsletters - N/A

### 3.1.7 Renderings and Fly-Throughs

The CONSULTANT shall prepare roll plots for use in public meetings.

### 3.1.8 PowerPoint Presentations

The CONSULTANT shall prepare PowerPoint presentations for use in public meetings as necessary.

### 3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability.

### 3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY'S Project Manager.

It is estimated for this project there will be **ONE** Public meeting during the design



### 3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or other officials. The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be *two* meetings with local governing authorities.

### 3.1.12 Web Site - N/A

The CONSULTANT shall create and/or maintain a web site for the project.

### 3.2 Joint Project Agreements - N/A

### 3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package in accordance with the COUNTY requirements and FDOT'S Handbook for the Preparation of Specification Packages and associated training. The CONSULTANT shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work.

The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package, and (3) a copy of the final project plans.

### 3.4 Contract Maintenance and Electronic Document Management System (EDMS) N/A

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute SUB-CONSULTANT agreements, etc.

### 3.5 Value Engineering (Multi-Discipline Team) Review - N/A

### 3.6 Prime CONSULTANT Project Manager Meetings

Includes only the Prime CONSULTANT Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

### 3.7 Plans Update - N/A

### 3.8 Post Design Services

Post Design Services may include, but are not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated at a later date as necessary as a contract amendment.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

### 3.9 Digital Delivery

The CONSULTANT shall deliver final signed and sealed contract plans and documents to the COUNTY in a format requested by the COUNTY.

### 3.10 Risk Assessment Workshop - N/A

### 3.11 Railroad, Transit and/or Airport Coordination –

The CONSULTANT is to coordinate with the appropriate Railroad agencies.

### 3.12 Landscape and Existing Vegetation Coordination

Coordinate to ensure preservation and protection of existing vegetation. Relocation of existing vegetation may be necessary in some cases. Space for proposed landscape should be preserved and conflicts with drainage, utilities, ITS, and signage should be minimized. Coordination with the COUNTY may be necessary.

### 3.13 Other Project General Tasks

The CONSULTANT is to review the Transportation Planning study executed by the City of Pompano Beach.

## 4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### 4.1 Typical Section Package

The CONSULTANT shall provide an approved Typical Section Package prior to the first plans submittal.

### 4.2 Pavement Type Selection Report - N/A

### 4.3 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase I plans submittal date.

#### 4.4 Cross-Slope Correction

The CONSULTANT shall coordinate with the COUNTY to obtain existing cross slope data if available, determine roadway limits where cross slope is potentially out of tolerance and determine a resolution.

#### 4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, scope of work. The CONSULTANT shall also develop utility conflict information to be provided to COUNTY and shall review Utility Work Schedules.

#### 4.6 Access Management

The CONSULTANT is to verify if there are any access issues.

#### 4.7 Roundabout Evaluation - N/A

#### 4.8 Roundabout Final Design Analysis - N/A

#### 4.9 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

#### 4.10 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to any construction of drainage when developing the construction phases. Positive drainage must be maintained at all times.

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate COUNTY personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

4.11 Master TCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) showing each phase of the Traffic Control Plan.

4.14 Design Variations and Exceptions

The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval of all appropriate Design Variations and/or Design Exceptions before the first submittal.

4.15 Design Report - N/A

4.16 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days.

4.17 Cost Estimate

4.18 Technical Special Provisions – As necessary

4.19 Other Roadway Analyses - N/A

4.20 Field Reviews

4.21 Monitor Existing Structures - N/A

4.22 Technical Meetings

4.23 Quality Assurance/Quality Control

4.24 Independent Peer Review - N/A

4.25 Supervision

4.26 Coordination

## 5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5.1 Key Sheet
- 5.2 Summary of Pay Items
- 5.3 Typical Section Sheets
  - 5.3.1 Typical Sections
  - 5.3.2 Typical Section Details
- 5.4 General Notes/Pay Item Notes
- 5.5 Summary of Quantities Sheets
- 5.6 Project Layout– N/A
- 5.7 Plan/Profile Sheet
- 5.8 Profile Sheet – N/A
- 5.9 Plan Sheet
- 5.10 Special Profile – N/A
- 5.11 Back-of-Sidewalk Profile Sheet – N/A
- 5.12 Interchange Layout Sheet – N/A
- 5.13 Ramp Terminal Details (Plan View) – N/A
- 5.14 Intersection Layout Details – N/A
- 5.15 Special Details
- 5.16 Cross-Section Pattern Sheet(s) – N/A
- 5.17 Roadway Soil Survey Sheet(s) – N/A
- 5.18 Cross Sections
- 5.19 Temporary Traffic Control Plan Sheets
- 5.20 Temporary Traffic Control Cross Section Sheets - N/A

- 5.21 Temporary Traffic Control Detail Sheets
- 5.22 Utility Adjustment Sheets
- 5.23 Selective Clearing and Grubbing Sheet(s) – N/A
- 5.25 Project Network Control Sheet(s)
- 5.26 Environmental Detail Sheets – N/A
- 5.27 Utility Verification Sheet(s) (SUE Data)
- 5.28 Quality Assurance/Quality Control
- 5.29 Supervision

#### 6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for evaluating the drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and FDOT Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the COUNTY's staff. All activities and submittals should be coordinated through the COUNTY's Project Manager. The work will include the engineering analyses for any or all of the following:

- 6a.1 Drainage Map Hydrology – N/A
- 6a.2 Base Clearance Report – N/A
- 6a.3 Pond Siting Analysis and Report – N/A
- 6a.4 Design of Cross Drains
- 6a.5 Design of Ditches
- 6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A
- 6a.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) – N/A
- 6a.8 Design of Floodplain Compensation – N/A
- 6a.9 Design of Storm Drains

Analysis of project impact to existing drainage system.

- 6a.10 Optional Culvert Material
- 6a.11 French Drain Systems
- 6a.12 Drainage Wells – N/A
- 6a.13 Drainage Design Documentation Report
- 6a.14 Bridge Hydraulic Report – N/A
- 6a.15 Temporary Drainage Analysis – N/A
- 6a.16 Cost Estimate
- 6a.17 Technical Special Provisions
- 6a.18 Hydroplaning Analysis - N/A
- 6a.19 Existing Permit Analysis
- 6a.20 Other Drainage Analysis
- 6a.22 Field Reviews
- 6a.23 Technical Meetings
- 6a.24 Environmental Look-Around Meetings – N/A
- 6a.25 Quality Assurance/Quality Control
- 6a.26 Independent Peer Review – N/A
- 6a.27 Supervision
- 6a.28 Coordination
- 6a.29 SWPPP Sheets



## 6b DRAINAGE PLANS – N/A

## 7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the COUNTY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

### 7.1 Utility Kickoff Meeting – N/A

### 7.2 Identify Existing Utility Agency Owner(s)

The CONSULTANT shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

### 7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and a set of plans to each utility. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give four weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit complete set of Phase II plans and the utility conflict information to each UAO having facilities located within the project limits.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information and a set of plans to the UAO(s) including all component sets. Include the design schedule.

Not all projects will have all contacts as described above.

### 7.4 Exception Processing – As necessary

### 7.5 Preliminary Utility Meeting – N/A

### 7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

#### 7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans.

#### 7.8 Subordination of Easements Coordination – N/A

#### 7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/landscaping and proposed landscaping, drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

#### 7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer.

#### 7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

#### 7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

- 7.13 Additional Utility Services – N/A
- 7.14 Processing Utility Work by Highway Contractor (UWHC) – N/A
- 7.15 Contract Plans to UAO(s) – N/A
- 7.16 Certification/Close-Out

This includes hours for transmitting utility files to the COUNTY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the COUNTY the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was done and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

- 7.17 Other Utilities – N/A

## 8 ENVIRONMENTAL PERMITS, Compliance and Clearances

Environmental Permits are not anticipated for this project; however the CONSULTANT is to ensure proper coordination.

## 9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

## 18 STRUCTURES – MISCELLANEOUS

## 19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis – N/A

19.2 No Passing Zone Study – N/A

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations – N/A

19.7 Quantities

19.8 Cost Estimate

19.9 Technical Special Provisions – N/A

19.10 Other Signing and Pavement Marking Analysis – N/A

19.11 Field Reviews

19.12 Technical Meetings

19.13 Quality Assurance/Quality Control

19.14 Independent Peer Review – N/A

19.15 Supervision

19.16 Coordination

## 20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

- 20.1 Key Sheet
- 20.2 Summary of Pay Items
- 20.3 Tabulation of Quantities
- 20.4 General Notes/Pay Item Notes
- 20.5 Project Layout – N/A
- 20.6 Plan Sheet
- 20.7 Typical Details
- 20.8 Guide Sign Work Sheet(s) – N/A
- 20.9 Traffic Monitoring Site – N/A
- 20.10 Cross Sections – N/A
- 20.11 Special Service Point Details – N/A
- 20.12 Special Details
- 20.13 Interim Standards – TBD
- 20.14 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

- 20.15 Supervision

## 21 SIGNALIZATION ANALYSIS – N/A

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### 21.1 Traffic Data Collection

The CONSULTANT shall coordinate with Broward COUNTY Traffic Engineering Division

### 21.2 Traffic Data Analysis

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic, and intersection analysis run.

### 21.3 Signal Warrant Study - N/A

### 21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

### 21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

### 21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

### 21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

### 21.8 Pole Elevation Analysis

### 21.9 Traffic Signal Operation Report

As defined by the COUNTY

### 21.10 Quantities

### 21.11 Cost Estimate

#### 21.12 Technical Special Provisions

#### 21.13 Other Signalization Analysis

#### 21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing

Controller Make, Model, Capabilities and Condition/Age

Condition of Signal Structure(s)

Type of Detection as Compared with Current District Standards

Interconnect Media

Controller Timing Data

#### 21.15 Technical Meetings

#### 21.16 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

#### 21.17 Independent Peer Review - N/A

#### 21.18 Supervision

#### 21.19 Coordination

#### 22 SIGNALIZATION PLANS – N/A

The CONSULTANT shall prepare a set of Signalization Plans in accordance with all



applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Inclusion of fiber optic communication with the signal as Sistrunk Blvd.

- 22.1 Key Sheet
- 22.2 Summary of Pay Items
- 22.3 Tabulation of Quantities
- 22.4 General Notes/Pay Item Notes
- 22.5 Plan Sheet
- 22.6 Interconnect Plans
- 22.7 Traffic Monitoring Site – N/A
- 22.8 Guide Sign Worksheet
- 22.9 Special Details
- 22.10 Special Service Point Details
- 22.11 Mast Arm Tabulation Sheet
- 22.12 Strain Pole Schedule – N/A
- 22.13 TCP Signal (Temporary)
- 22.14 Temporary Detection Sheet
- 22.15 Utility Conflict Sheet
- 22.16 Interim Standards
- 22.17 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required

procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

#### 22.18 Supervision

### 23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

#### 23.2 Lighting Design Analysis Report (LDAR)

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report in accordance with the requirements of the FDOT Design Manual and other applicable standards. The report shall be submitted for review and acceptance. After approval of the preliminary report, the CONSULTANT will design the Lighting plans.

#### 23.3 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaires per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the District.

The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

#### 23.4 FDEP Coordination and Report

#### 23.5 Reference and Master Design Files

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

#### 23.6 Temporary Highway Lighting – N/A

The CONSULTANT shall develop a Temporary Highway Lighting design and, when required, a Temporary Highway Lighting design file. The Temporary Highway Lighting design must account for all phases of the TTCP and includes the analysis, calculations, and placement of luminaires, supports, conductors, conduits, pull boxes, and electrical power service.

### 23.7 Design Documentation

The CONSULTANT shall submit a Design Documentation with each plan submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation shall include:

Phase submittal checklist.

Structural calculations for special conventional pole concrete foundations.

Correspondence with the power company concerning new electrical service.

### 23.8 Quantities

### 23.9 Cost Estimate

### 23.10 Technical Special Provisions and Modified Special Provisions

### 23.11 Other Lighting Analysis

### 23.12 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

Existing Lighting Equipment

Load Center, Capabilities and Condition/Age

Condition of Lighting Structure(s)

Verification of horizontal clearances

Verification of breakaway requirements

### 23.13 Technical Meetings

### 23.14 Quality Assurance/Quality Control

### 23.15 Independent Peer Review - N/A

### 23.16 Supervision

### 23.17 Coordination

### 24 LIGHTING PLANS – Optional

Lighting plans will depend on the finding of the “Lighting Analysis”

## 25 LANDSCAPE ARCHITECTURE ANALYSIS

The CONSULTANT shall analyze and document Landscape Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

## 26 LANDSCAPE ARCHITECTURE PLANS TBD

## 27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the COUNTY. Field books submitted to the COUNTY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously.

### 27.1 Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the COUNTY Surveyor; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

### 27.2 Vertical Project Control (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the COUNTY Surveyor; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

### 27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per R/W Maps, platted or dedicated rights of way.

### 27.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports. Placement of the targets will be at the discretion of the aerial firm.

#### 27.5 Reference Points

Reference Horizontal Project Control (HPC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

#### 27.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Locate all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

#### 27.7 Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

#### 27.8 Roadway Cross Sections/Profiles

Perform cross sections or profiles. May include analysis and processing of field-collected data for comparison with DTM.

#### 27.9 Side Street Surveys

Refer to tasks of this document as applicable.

#### 27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for design. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

#### 27.11 to 27.26 - N/A

#### 27.27 Work Zone Safety

Provide work zone as required by COUNTY standards.

27.28 to 27.30 - N/A

#### 27.31 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by Contract Administrator. Refer to tasks of this document, as applicable, to perform surveys not described herein.

#### 27.32 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

#### 27.33 Field Review

Perform field verification of collected survey data to ensure that it accurately reflects Field conditions.

#### 27.34 Technical Meetings

Attend meetings as required and negotiated.

#### 27.35 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan. Also includes SUB-CONSULTANT review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

#### 27.36 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the Contract Administrator.

#### 27.37 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the Contract Administrator.

28 PHOTOGRAMMETRY – N/A

29 MAPPING – (Activity 29)

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal

descriptions as required for this project in accordance with all applicable Manuals, Procedures, Handbooks, COUNTY specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to COUNTY size and format requirements utilizing approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the COUNTY for review at stages of completion as negotiated.

#### 29.1 Alignment

#### 29.2 Section and 1/4 Section Lines

#### 29.3 Subdivisions / Property Lines

#### 29.4 Existing Right of Way

#### 29.5 Topography

#### 29.6 Parent Tract Properties and Existing Easements

#### 29.7 Proposed Right of Way Requirements - N/A

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry. Notification of Final Right of Way Requirements along with the purpose and duration of all easements will be specified in writing.

#### 29.8 Limits of Construction - N/A

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

#### 29.9 Jurisdictional/Agency Lines - N/A

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/COUNTY limit lines.

#### Sheet Files

#### 29.10 Control Survey Cover Sheet

#### 29.11 Control Survey Key Sheet



29.12 Control Survey Detail Sheet

29.13 Right of Way Map Cover Sheet

29.14 Right of Way Map Key Sheet

29.15 Right of Way Map Detail Sheet

29.16 Maintenance Map Cover Sheet

29.17 Maintenance Map Key Sheet

29.18 Maintenance Map Detail Sheet

29.19 Reference Point Sheet

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.20 Project Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.21 Table of Ownerships Sheet - N/A

Miscellaneous Surveys and Sketches

29.22 Parcel Sketches - N/A

29.23 TIITF Sketches - N/A

29.24 Other Specific Purpose Survey(s) - N/A

29.25 Boundary Survey(s) Map

29.26 Right of Way Monumentation Map - N/A

29.27 Title Search Map - N/A

29.28 Title Search Report - N/A

29.29 Legal Descriptions

29.30 Final Map/Plans Comparison - N/A

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

#### 29.31 Field Reviews

#### 29.32 Technical Meetings

#### 29.33 Quality Assurance/Quality Control

#### 29.34 Supervision

#### 29.35 Coordination

#### 29.36 Supplemental Mapping - N/A

This task is to cover efforts resulting from major design and/or development changes after 60% map development that affect the right of way requirements/parent tract property lines and may include any number of tasks. Request and approval to utilize the Supplemental Mapping hours will be in writing and approved by the Contract Administrator prior to any work being done under this task.

### 30 TERRESTRIAL MOBILE LiDAR

The CONSULTANT shall perform Terrestrial Mobile LiDAR tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

In addition to the maps and LiDAR products, the CONSULTANT shall submit all computations and reports to support the mapping. This will include documentation of all decisions reached from meetings, telephone conversations, and site visits.

#### 30.1 Terrestrial Mobile LiDAR Mission Planning

Research and prepare materials necessary for the successful execution of the Mobile LiDAR Mission. This includes but is not limited to route and safety planning, GPS /data acquisition scheduling, weather reports, and site terrain research.

#### 30.2 Project Control Point Coordination

All efforts necessary to coordinate the proper placement of project ground control; i.e.g., base stations, transformation control points, and validation points, supporting the Mobile LiDAR survey.

#### 30.3 Terrestrial Mobile LiDAR Mobilization

Prepare the LiDAR sensor and vehicle for project data collection and get specialized personnel and equipment on site.

#### 30.4 Terrestrial Mobile LiDAR Mission

Perform site calibrations of LiDAR sensor and collect laser survey data, including any simultaneous base station GPS occupations and operation of any necessary safety equipment.

#### 30.5 Terrestrial Mobile LiDAR Processing

Download and post process collected measurement data from Mobile LiDAR vehicle sensors, and any base stations occupied during mission. Analyze Mobile LiDAR measurement points and scan route overlaps. Separate any large point cloud data sets into manageable file sizes with corresponding indexes.

#### 30.6 Terrestrial Mobile Photography Processing

Process, reference, and name digital photographic imagery files collected during Mobile LiDAR mission.

#### 30.7 Transformation / Adjustment

Adjust LiDAR point cloud data to Project Control points. Create point cloud data file(s) in approved digital format. Prepare required reports of precision and accuracy achieved. If this task is performed by separate firm, or is the final product to be delivered, then include Survey Report.

#### 30.8 Classification / Editing

Identify and attribute (classify) point cloud data into points. Classify or remove erroneous points. Extract and classify necessary data points to develop topographic survey and Digital Terrain Model

#### 30.9 Specific Surface Reporting

Prepare reports, data and/or graphics of specific surface details such as, but not limited to pavement rutting, bridge structure clearance to roadway surface.

#### 30.10 Topographic (3D) Mapping

Produce three dimensional (3D) topographic survey map(s) from collected Mobile LiDAR data. This includes final preparation of Construction Information Management (CIM) deliverable, if applicable.

#### 30.11 Topographic (2D) Planimetric Mapping

Produce two dimensional (2D) planimetric map(s) from collected Mobile LiDAR data.

#### 30.12 CADD Edits

Perform final edit of graphics for delivery of required CADD files. This includes final presentation of CIM deliverable, if applicable.

#### 30.13 Data Merging

Merge Mobile LiDAR survey and mapping files, with other field survey files, and data from other sources.

#### 30.14 Miscellaneous

Other tasks not specifically addressed in this document.

#### 30.15 Field Reviews

Perform on site review of maps.

#### 30.16 Technical Meetings

Attend meetings as required.

#### 30.17 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan.

#### 30.18 Supervision

Supervise all Terrestrial Mobile LiDAR activities. This task must be performed by the project supervisor, a Florida P.S.M.

#### 30.19 Coordination

Coordinate with all elements of the project to produce a final product.

#### 31 ARCHITECTURE DEVELOPMENT – N/A

#### 32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

#### 33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS – N/A

#### 34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS – N/A

## 35 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with COUNTY standards, or as otherwise directed by the Contract Administrator.

Before beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit an investigation plan for approval and meet with the Contract Administrator or representative to review the project scope and COUNTY requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the COUNTY in adequate time to schedule a representative to attend all related meetings and field activities.

### 35.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, COUNTY agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

#### Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related field work activities. The CONSULTANT shall retain all samples until acceptance of the final plans. Rock cores shall be retained as directed in writing by the Contract Administrator or representative.

Obtain pavement cores as directed in writing by the Contract Administrator or representative

If required by the Contract Administrator, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the Contract Administrator.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the Contract Administrator.

All laboratory testing and classification will be performed in accordance with applicable COUNTY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

### 35.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with Contract Administrator or Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the Contract Administrator for approval prior to commencing with the boring program.

### 35.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

### 35.4 Muck Probing - N/A

Probe standing water and surficial muck in a detailed pattern sufficient for determining removal limits to be shown in the Plans.

### 35.5 Coordinate and Develop TTCP for Field Investigation

Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.

### 35.26 SPT Boring Drafting

Draft SPT borings as directed by the COUNTY.

### Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Final plans. Rock cores shall be retained as directed in writing by the Contract Administrator or representative.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the Contract Administrator or representative.

All laboratory testing and classification will be performed in accordance with applicable COUNTY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

### 35.27 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with Contract Administrator or Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the Contract Administrator or representative for approval prior to commencing with the boring program.

### 35.28 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

### 35.29 Coordinate and Develop TTCP for Field Investigation

Coordinate and develop TTCP plan. All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.

### 35.43 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability

### 35.48 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the COUNTY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

### 35.52 Technical Meetings

### 35.53 Quality Assurance/Quality Control

### 35.54 Supervision

### 35.55 Coordination

### 36 3D MODELING - N/A



## 37 PROJECT REQUIREMENTS

### 37.1 Liaison Office

The COUNTY and the CONSULTANT will designate a Liaison Office and a Project Manager who will be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY CONTRACT ADMINISTRATOR OR COUNTY Project Manager.

### 37.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the COUNTY.

### 37.3 Progress Reporting

The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

### 37.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

### 37.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by COUNTY standards.

### 37.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual or as required by COUNTY. The CONSULTANT shall submit final documents and files as described therein.

### 37.7 Coordination with Other CONSULTANTS

The CONSULTANT is to coordinate his work with any and all adjacent and integral CONSULTANTS so as to effect complete and homogenous plans and specifications for the project(s) described herein.

### 37.8 Optional Services

At the COUNTY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Work Authorization or supplemental amendment. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" conditions, or other Services as required.

### 38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

### Summary of Phase Submittals

| ITEM  | N/A | Scope Reference | PHASE I | PHASE II | PHASE III | PHASE IV |
|---|-----|-----------------|---------|----------|-----------|----------|
| Key Sheet                                     |     | 5, 5.1          | P       | P        | C         | F        |
| Signature Sheet                               |     | 3.9             |         | P        | C         | F        |
| Summary of Pay Items                          |     | 5, 5.2          |         | P        | C         | F        |
| Drainage Map                                  |     | 6, 6a           | P       | P        | C         | F        |
| Interchange Drainage Map                      | N/A |                 | P       | P        | C         | F        |
| Typical Section                               |     | 5, 5.3          | P       | C        | C         | F        |
| Summary of Drainage Structures                |     | 6, 6a           |         | P        | C         | F        |
| Optional Materials Tabulation                 |     | 6, 6a           |         | P        | C         | F        |
| Project Layout                                | N/A |                 | P       | C        | C         | F        |
| Project Control Sheets                        |     | 5, 5.25         | P       | C        | C         | F        |
| Roadway Plan-Profile                          |     | 5, 5.7          | P       | P        | C         | F        |
| Traffic Monitoring Site                       | N/A |                 |         | P        | C         | F        |
| Special Profile                               | N/A |                 | P       | P        | C         | F        |
| Back-of-Sidewalk Profile                      | N/A |                 | P       | C        | C         | F        |
| Interchange Layout                            | N/A |                 | P       | P        | C         | F        |
| Ramp Terminal Details                         | N/A |                 |         | P        | C         | F        |
| Intersection Layout/Detail                    | N/A |                 | P       | P        | C         | F        |
| Drainage Structures                           |     | 6, 6a           |         | P        | C         | F        |
| Lateral Ditch Plan-Profile                    |     | 6, 6a           |         | P        | C         | F        |
| Lateral Ditch Cross Section                   |     | 6, 6a           |         | P        | C         | F        |
| Retention/Detention Ponds                     | N/A |                 |         | P        | C         | F        |
| Cross Section Pattern                         | N/A |                 |         | P        | C         | F        |
| Roadway Soil Survey                           | N/A |                 |         | P        | C         | F        |
| Cross Sections                                |     | 5, 5.18         | P       | P        | C         | F        |
| Stormwater Pollution Prevention Plan          |     | 6, 6a           |         | P        | C         | F        |
| Temporary Traffic Control Plans               |     | 5, 5.21         | P       | P        | C         | F        |
| Utility Adjustments                           |     | 5, 5.22         |         | P        | C         | F        |
| Selective Clearing and Grubbing               | N/A |                 |         | P        | C         | F        |
| Mitigation Plans                              | N/A |                 |         | P        | C         | F        |
| Miscellaneous Structures Plans                |     | 9, 18           |         | P        | C         | F        |
| Signing and Pavement Marking Plans            |     | 19, 20          |         | P        | C         | F        |
| Signalization Plans                           | N/A |                 |         | P        | C         | F        |
| Intelligent Transportation System (ITS) Plans | N/A |                 |         | P        | C         | F        |
| Lighting Plans                                |     | 23, 24          |         | P        | C         | F        |
| Landscape Plans                               |     | 25, 26          | P       | P        | C         | F        |
| Landscape Opportunity Plans                   |     | 25, 26          | P       | P        | C         | F        |
| Vegetation Disposition Plans                  | N/A |                 | P       | P        | C         | F        |
| Utility Work Plans                            |     | 7               |         |          | C         | F        |
| Summary of Quantities                         |     | 5, 5.5          |         |          | C         | F        |
| Water main Plans                              | N/A |                 | P       | C        | C         | F        |
| <b>Security Checkpoint Plans:</b>             | N/A |                 |         |          |           |          |
| Site/Civil                                    | N/A |                 | P       | P        | C         | F        |
| Architectural                                 | N/A |                 | P       | P        | C         | F        |
| Structural                                    | N/A |                 | P       | P        | C         | F        |
| Electrical                                    | N/A |                 |         | P        | C         | F        |
| Mechanical                                    | N/A |                 |         | P        | C         | F        |
| Plumbing                                      | N/A |                 |         | P        | C         | F        |
| Communications                                | N/A |                 |         | P        | C         | F        |
| Systems                                       | N/A |                 |         | P        | C         | F        |

**Status Key:** P - Preliminary C - Complete but subject to change F - Final

All Phase submittals shall be in accordance with the requirements as defined by the Florida Department of Transportation Design Manual version January 1, 2021

**Exhibit B**

**MAXIMUM BILLING RATES**

Project No: PNC2120039P1  
 Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.  
 Consultant/ Subconsultant Name: Keith & Associates, Inc.

| TITLE                               | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------------------------|-----------------------------|---|------------|---|------------------------------|
|                                     |                             |   | 2.42       |   |                              |
| Project Manager                     | \$77.00                     |   | 2.42       |   | \$186.34                     |
| QA/QC Engineer                      | \$75.00                     |   | 2.42       |   | \$181.50                     |
| Senior Traffic Engineer             | \$60.00                     |   | 2.42       |   | \$145.20                     |
| Project Engineer                    | \$55.00                     |   | 2.42       |   | \$133.10                     |
| Engineer                            | \$40.00                     |   | 2.42       |   | \$96.80                      |
| Chief Surveyor                      | \$60.00                     |   | 2.42       |   | \$145.20                     |
| Senior Surveyor                     | \$54.00                     |   | 2.42       |   | \$130.68                     |
| Surveyor                            | \$44.00                     |   | 2.42       |   | \$106.48                     |
| Senior Designer                     | \$30.00                     |   | 2.42       |   | \$72.60                      |
| Designer                            | \$25.00                     |   | 2.42       |   | \$60.50                      |
| Senior Landscape Architect          | \$60.00                     |   | 2.42       |   | \$145.20                     |
| Landscape Senior Designer           | \$42.07                     |   | 2.42       |   | \$101.81                     |
| Senior Utility Coordinator          | \$45.00                     |   | 2.42       |   | \$108.90                     |
| Utility Coordinator                 | \$30.00                     |   | 2.42       |   | \$72.60                      |
| Subsurface Utility Location Manager | \$55.00                     |   | 2.42       |   | \$133.10                     |
| Subsurface Utility Field Supervisor | \$34.00                     |   | 2.42       |   | \$82.28                      |
| Administrative I                    | \$25.00                     |   | 2.42       |   | \$60.50                      |

Multiplier of 2.42 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (85.38)%

FRINGE = HOURLY RATE X FRINGE (35.05) %

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

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

**MAXIMUM BILLING RATES**

Project No: PNC2120039P1  
 Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.  
 Consultant/ Keith & Associates, Inc.  
 Subconsultant Name: Construction Management Services Inc. (CMS)

| TITLE                               | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------------------------|-----------------------------|---|------------|---|------------------------------|
| Chief Estimator / Chief Engineer    | \$65.16                     |   | 2.31       |   | \$150.52                     |
| Senior Estimator / Project Engineer | \$48.00                     |   | 2.31       |   | \$110.88                     |
| Estimator / Engineer 1              | \$39.00                     |   | 2.31       |   | \$90.09                      |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100)%

FRINGE = HOURLY RATE X FRINGE (10) %

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 5.2.5.

**MAXIMUM BILLING RATES**

Project No: PNC2120039P1  
 Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.  
 Consultant/ Subconsultant Name: Keith & Associates, Inc. Delta G - Consulting Engineers, Inc.

| TITLE            | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|------------------|-----------------------------|---|------------|---|------------------------------|
| Project Manager  | \$60.29                     |   | 2.31       |   | \$139.27                     |
| Senior Engineer  | \$67.86                     |   | 2.31       |   | \$156.76                     |
| Senior Designer  | \$45.79                     |   | 2.31       |   | \$105.77                     |
| CAD Technician   | \$32.00                     |   | 2.31       |   | \$73.92                      |
| Admin. Assistant | \$25.00                     |   | 2.31       |   | \$57.75                      |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100)%

FRINGE = HOURLY RATE X FRINGE (10) %

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 5.2.5.

**MAXIMUM BILLING RATES**

Project No: PNC2120039P1  
 Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S, Cypress Rd.  
 Consultant/ Subconsultant Name: Keith & Associates, Inc. / Dickey Consulting Services, Inc.

| TITLE                         | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------------------|-----------------------------|---|------------|---|------------------------------|
|                               |                             |   | 2.31       |   |                              |
| Community Outreach Senior     | \$57.00                     |   | 2.31       |   | \$131.67                     |
| Community Outreach Specialist | \$36.00                     |   | 2.31       |   | \$83.16                      |
| Project Coordinator           | \$25.00                     |   | 2.31       |   | \$57.75                      |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100)%

FRINGE = HOURLY RATE X FRINGE (10) %

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 5.2.5.



**MAXIMUM BILLING RATES**

Contract No: PNC2120039P1  
 Contract Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd  
 Consultant: Keith & Associates, Inc.  
 Subconsultant Name: Florida Engineering & Testing Inc.

| TITLE                  | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|------------------------|-----------------------------|---|------------|---|------------------------------|
| Project Engineer (PE)  | \$45.00                     |   | 2.31       |   | \$103.95                     |
| Engineer Intern (EI)   | \$25.00                     |   | 2.31       |   | \$57.75                      |
| Field/Lab Supervisor   | \$29.00                     |   | 2.31       |   | \$66.99                      |
| Engineering Technician | \$27.00                     |   | 2.31       |   | \$62.37                      |
| Administrative         | \$25.00                     |   | 2.31       |   | \$57.75                      |

Multplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100)%

FRINGE = HOURLY RATE X FRINGE (10) %

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.

**MAXIMUM BILLING RATES**

Contract No: PNC2120039P1  
 Contract Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.  
 Consultant/ Subconsultant Name: Keith & Associates, Inc. Lakdas/Yohalem Engineering, Inc.

| TITLE             | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------|-----------------------------|---|------------|---|------------------------------|
| Project Manager   | \$60.00                     |   | 2.31       |   | \$138.60                     |
| Engineer          | \$38.31                     |   | 2.31       |   | \$88.50                      |
| Technician (CADD) | \$25.16                     |   | 2.31       |   | \$58.12                      |
| Administrative    | \$25.00                     |   | 2.31       |   | \$57.75                      |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100)%

FRINGE = HOURLY RATE X FRINGE (10) %

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.

**MAXIMUM BILLING RATES**

Project No: PNC2120039P1  
 Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.  
 Consultant/ Keith & Associates, Inc.  
 Subconsultant Name: Premiere Design Solutions, Inc.

| TITLE                    | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE |
|--------------------------|-----------------------------|---|------------|---|----------------------|
|                          |                             |   |            |   | (\$/HR)              |
| Project Manager          | \$65.00                     |   | 3.00       |   | \$195.00             |
| Senior Engineer          | \$60.00                     |   | 3.00       |   | \$180.00             |
| Project Engineer         | \$45.00                     |   | 3.00       |   | \$135.00             |
| CAD Technician           | \$30.00                     |   | 3.00       |   | \$90.00              |
| Administrative Assistant | \$25.00                     |   | 3.00       |   | \$75.00              |

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (139.61)%

FRINGE = HOURLY RATE X FRINGE (38.20) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.00)%

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

**MAXIMUM BILLING RATES**

Project No: PNC2120039P1  
 Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.  
 Consultant/ Subconsultant Name: KEITH and Associates, Inc. Stoner & Associates, Inc.

| TITLE                          | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------------|-----------------------------|---|------------|---|------------------------------|
| Sr. Professional Land Surveyor | \$39.90                     |   | 2.52       |   | \$100.55                     |
| Professional Land Surveyor     | \$37.98                     |   | 2.52       |   | \$95.71                      |
| Survey/CAD Technician          | \$23.00                     |   | 2.52       |   | \$57.96                      |
| Survey Crew (3 Person)         | \$62.50                     |   | 2.52       |   | \$157.50                     |
| Administrative                 | \$25.00                     |   | 2.52       |   | \$63.00                      |

Multiplier of 2.52 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (99.33)%

FRINGE = HOURLY RATE X FRINGE (30.06) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**Exhibit B-1**

**Reimbursables for Direct Non-Salary Expenses (Keith & Associates, Inc.)**

**UNIT PRICE**

| <b>ITEM</b>                   | <b>UNIT</b>      | <b>UNIT PRICE</b> |
|-------------------------------|------------------|-------------------|
| Survey Crew - 2 Person        | Per Crew (\$/HR) | \$130.00          |
| Survey Crew - 3 Person        | Per Crew (\$/HR) | \$160.00          |
| Survey Crew - Mobile Scanner  | Per Crew (\$/HR) | \$1,500.00        |
| Subsurface Designation        | Per Crew (\$/HR) | \$200.00          |
| Vacuum Excavations Pervious   | Per Hole / Each  | \$325.00          |
| Vacuum Excavations Impervious | Per Hole / Each  | \$475.00          |

**Reimbursables for Direct Non-Salary Expenses (Stoner & Associates, Inc.)**

**UNIT PRICE**

| <b>ITEM</b>            | <b>UNIT</b>      | <b>UNIT PRICE</b> |
|------------------------|------------------|-------------------|
| Survey Crew - 3 Person | Per Crew (\$/HR) | \$157.50          |

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Project: Consulting Services for Pompano Park Place Mobility Improvements from Powerline Road to S. Cypress Road**  
**Agency: Highway Construction and Engineering Division**

| TYPE OF INSURANCE  | ADDL INSD                           | SUBR WVD                            | MINIMUM LIABILITY LIMITS                   |                  |                 |
|--|-------------------------------------|-------------------------------------|--|------------------|-----------------|
|  |                                     |                                     |  | Each Occurrence  | Aggregate       |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><b>Per Occurrence or Claims-Made:</b><br><input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><b>Gen'l Aggregate Limit Applies per:</b><br><input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 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><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto, If applicable<br><i>Note: May be waived if no driving will be done in performance of services/project.</i>   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 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><br><b>Per Occurrence or Claims-Made:</b><br><input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><i>Note: May be used to supplement minimum liability coverage requirements.</i>  |                                     |                                     |  |                  |                 |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br><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                                 | <input checked="" type="checkbox"/> | 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><br><b>All engineering, surveying and design professionals.</b>  | N/A                                 |                                     | Each Claim:                                | \$1,000,000      |                 |
|  |                                     |                                     | *Maximum Deductible:                       | \$100,000        |                 |
| <input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>  |                                     |                                     | Each Claim:                                |                  |                 |
|  |                                     |                                     | *Maximum Deductible:                       |                  |                 |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried.<br><i>Note: Coverage must be "All Risk", Completed Value.</i>   |                                     |                                     | *Maximum Deductible:                       | \$10,000         | Completed Value |
|  |                                     |                                     | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE   |                  |                 |
| <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.   |                                     |                                     |  |                  |                 |

**CERTIFICATE HOLDER:**  
  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

**EXHIBIT D**  
**WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

Contract Number: \_\_\_\_\_  
Work Authorization No. \_\_\_\_\_

This Work Authorization is between Broward County and \_\_\_\_\_ (“Consultant”) pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:** [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is \_\_ Lump Sum/ \_\_ Not-to-Exceed in the amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_\_\_) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

|                                       |          |
|---------------------------------------|----------|
| Services                              | \$ _____ |
| General Services                      | \$ _____ |
| Goods or Equipment                    | \$ _____ |
| Total Cost of this Work Authorization | \$ _____ |

The foregoing amounts shall be invoiced by Consultant upon written acceptance by County of all goods and services provided under this Work Authorization.

**County**

|                 |      |                        |      |
|-----------------|------|------------------------|------|
| _____           |      | Contract Administrator | Date |
| Project Manager | Date | Board or Designee      | Date |

**Consultant**

|        |            |      |
|--------|------------|------|
| _____  | Signed     | Date |
| Attest | Typed Name |      |
|        | Title      |      |





**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.:** PNC2120039P1

**Project Title:** Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

**Bidder/Offeror Name:** KEITH

**Address:** 301 E Atlantic Blvd **City:** Pompano Beach **State:** FL **Zip:** 33060

**Authorized Representative:** Lori Treviranus, PE **Phone:** 9547883400

**CBE Firm/Supplier Name:** CMS-Construction Management Services, Inc.

**Address:** 10 Fairway Drive, Suite 301 **City:** Deerfield Beach **State:** FL **Zip:** 33441

**Authorized Representative:** Keith Emery **Phone:** 954-481-1611

- 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 |
|-----------------|--------------------|----------------------------------|---------------------------------------|
| Cost Estimating | 541611             |                                  | 2.00 %                                |
|                 |                    |                                  | %                                     |
|                 |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

**Signature:**  **Title:** President **Date:** 02/21/2020

**Bidder/Offeror Authorized Representative**

**Signature:**  **Title:** President **Date:** 02/21/2020

<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.

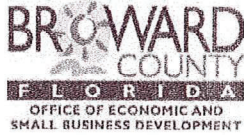
*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

**Rev.: June 2018**

**Compliance Form No. 004**

**EXHIBIT E**

Broward County Board of  
County Commissioners



**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.:** PNC2120039P1

**Project Title:** Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

**Address:** 301 E Atlantic Blvd City: Pompano Beach State: FL Zip: 33060

**Authorized Representative:** Lori Treviranus, PE Phone: 9547883400

**CBE Firm/Supplier Name:** Delta G Consulting Engineers, Inc.

**Address:** 707 NE 3rd Ave. Suite 200 City: Fort Lauderdale State: FL Zip: 33304

**Authorized Representative:** George SanJuan, PE Phone: 954-527-1112

- 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 |
|--------------------|--------------------|----------------------------------|---------------------------------------|
| Electrical and MEP | 541330             |                                  | 5.00 %                                |
|                    |                    |                                  | %                                     |
|                    |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature: George SanJuan, P.E. 46100 Digitally signed by George SanJuan, P.E. 46100 Date: 2020.02.18 16:02:13 -0500 Title: President Date: 02/21/2020

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 02/21/2020

<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.

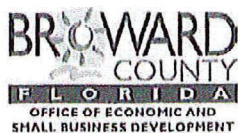
*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

**Rev.: June 2018**

**Compliance Form No. 004**



**EXHIBIT E**  
Broward County Board of  
County Commissioners



**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.: PNC2120039P1

Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

Bidder/Offeror Name: KEITH

Address: 301 E Atlantic Blvd City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Lori Treviranus, PE Phone: 9547883400

CBE Firm/Supplier Name: Florida Engineering & Testing, Inc.

Address: 250 SW 13th Avenue City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Christine Chang Phone: 954-781-6889

- 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             |                                  | 3.00 %                                |
|                          |                    |                                  | %                                     |
|                          |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: SVP Date: 2/20/20

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: President Date: 02/21/2020

<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.: PNC2120039P1

Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

Bidder/Offeror Name: KEITH

Address: 301 E Atlantic Blvd City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Lori Treviranus, PE Phone: 9547883400

CBE Firm/Supplier Name: Premiere Design Solutions

Address: 12781 Miramar Pkwy, Suite 205 City: Miramar State: FL Zip: 33027

Authorized Representative: Luis Jurado, PE Phone: 954-237-7850

- 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 |
|-------------------|--------------------|----------------------------------|---------------------------------------|
| Civil Engineering | 541330             |                                  | 5 %                                   |
|                   |                    |                                  | %                                     |
|                   |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 02/20/2020

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 2/21/2020

<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 E

Broward County Board of  
County Commissioners



## 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.: PNC2120039P1

Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

Bidder/Offeror Name: KEITH

Address: 301 E Atlantic Blvd City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Lori Treviranus, PE Phone: 9547883400

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

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

Authorized Representative: Lakdas Nanayakkara 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 | 541330             |                                  | 3.00 %                                |
|                        |                    |                                  | %                                     |
|                        |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: PA-3102-d1 Date: 02-18-20

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: President Date: 02/21/2020

<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

**EXHIBIT E**  
Broward County Board of  
County Commissioners



**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.:** PNC2120039P1

**Project Title:** Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

**Bidder/Offeror Name:** KEITH

Address: 301 E Atlantic Blvd City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Lori Treviranus, PE Phone: 9547883400

**CBE Firm/Supplier Name:** Stoner & Associates, Inc.

Address: 4341 SW 62nd Avenue City: Davie State: FL Zip: 33314

Authorized Representative: James Stoner, PSM Phone: 954-585-0997

- 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 |
|-------------|--------------------|----------------------------------|---------------------------------------|
| Surveying   | 541370             |                                  | 10.00 %                               |
|             |                    |                                  | %                                     |
|             |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 02/21/2020

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: President Date: 02/21/2020

<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.:** PNC2120039P1

**Project Title:** Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd

**Bidder/Offeror Name:** KEITH

**Address:** 301 E Atlantic Blvd **City:** Pompano Beach **State:** FL **Zip:** 33060

**Authorized Representative:** Lori Treviranus, PE **Phone:** 9547883400

**CBE Firm/Supplier Name:** Dickey Consulting

**Address:** 1033 Sistrunk Blvd, Suite 206 **City:** Fort Lauderdale **State:** FL **Zip:** 33311

**Authorized Representative:** Sheryl Dickey **Phone:** 954-467-6822

- 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 |
|---------------------------------------|--------------------|----------------------------------|---------------------------------------|
| Public Outreach/Community Involvement | 813319             |                                  | 2.00 %                                |
|                                       |                    |                                  | %                                     |
|                                       |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President/CEO Date: 2/21/2020

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: President Date: 02/21/2020

<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**

**EXHIBIT F**  
**Schedule of Subconsultants**

Project No: PNC2120039P1  
Project Title: Consulting Services for Pompano Park Place from Powerline Rd. to S. Cypress Rd.

| Firm Name and Address   | Discipline   |
|---|--|
| 1.<br>Premiere Design Solutions, Inc.<br>12781 Miramar Parkway, Suite 205<br>Miramar, FL 33027                      | Traffic control analysis, master traffic control plan files, field reviews, technical meetings, quality control, temporary traffic control plan preparation, post design services, digital delivery, signalization analysis, signalization plans |
| 2.<br>Stoner & Associates, Inc.<br>4341 SW 62nd Ave<br>Davie, FL 33314  | Survey, survey control, reference points, document research, field review, technical meetings, quality control   |
| 3.<br>Construction Management Services Inc.<br>10 Fairway Dr #301<br>Deerfield Beach, FL 33441                      | Construction cost estimating, updating cost estimate at scheduled milestones, updating cost estimate for any scope changes   |
| 4.<br>Delta G - Consulting Engineers, Inc.<br>707 NE 3 <sup>rd</sup> Avenue, Suite 200<br>Fort Lauderdale, FL 33304 | Lighting design analysis report, voltage drop calculations, lighting design, quantities, field reviews, technical meetings, quality control, lighting plans (optional)   |
| 5.<br>Dickey Consulting Services, Inc.<br>1033 Sistrunk Boulevard<br>Suite 206<br>Fort Lauderdale, FL 33311         | Community awareness plan, notifications, mailing lists, presentations & materials for public meeting(s), public meeting preparations & attendance  |
| 6.<br>Florida Engineering & Testing Inc.<br>250 SW 13 <sup>th</sup> Avenue<br>Pompano Beach, FL 33069               | Geotechnical Engineering, research and data collection, borings, technical meetings, quality control   |
| 7.<br>Lakdas/Yohalem Engineering, Inc.<br>2211 NE 54 <sup>th</sup> Street<br>Fort Lauderdale, FL 33308              | Structures design, structural site inspections   |











# Broward County Pompano Park Place - Consulting Agreement - Keith Associates (Final with Exhibits)

Final Audit Report

2021-01-22

|                 |  |
|-----------------|--|
| Created:        | 2021-01-22                                   |
| By:             | Nicole Nicholson (nnicholson@keithteam.com)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAAXIbRNhAmZpPpvtKvWUNUr-U6Hf-53hF |

## "Broward County Pompano Park Place -Consulting Agreement - Keith Associates (Final with Exhibits)" History

-  Document created by Nicole Nicholson (nnicholson@keithteam.com)  
2021-01-22 - 3:59:20 PM GMT- IP address: 73.204.135.249
-  Document emailed to Alex Lazowick (alazowick@keithteam.com) for signature  
2021-01-22 - 4:02:22 PM GMT
-  Email viewed by Alex Lazowick (alazowick@keithteam.com)  
2021-01-22 - 6:22:19 PM GMT- IP address: 69.138.103.48
-  Document e-signed by Alex Lazowick (alazowick@keithteam.com)  
Signature Date: 2021-01-22 - 6:23:22 PM GMT - Time Source: server- IP address: 69.138.103.48
-  Document emailed to Lori Treviranus (ltreviranus@keith-associates.com) for signature  
2021-01-22 - 6:23:25 PM GMT
-  Email viewed by Lori Treviranus (ltreviranus@keith-associates.com)  
2021-01-22 - 6:36:12 PM GMT- IP address: 104.47.38.254
-  Document e-signed by Lori Treviranus (ltreviranus@keith-associates.com)  
Signature Date: 2021-01-22 - 6:36:34 PM GMT - Time Source: server- IP address: 12.228.50.10
-  Agreement completed.  
2021-01-22 - 6:36:34 PM GMT