



**AGREEMENT BETWEEN BROWARD COUNTY AND WSP USA INC.  
FOR CONSULTANT SERVICES FOR PORT EVERGLADES BY-PASS ROAD  
(RFP/RLI # PNC2119973P1)**

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

**RECITALS**

A. County has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected and negotiated with Consultant to perform the Services (defined below) as set forth herein.

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

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator** means the Director of the Highway Construction and Engineering Division or such other person designated by the Director of the Highway Construction and Engineering Division in writing. The Contract Administrator is the representative of County concerning the Project.
- 1.3 **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.4 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.6 **Project** means the Port Everglade By-Pass Road referenced in this Agreement, including Exhibit A.
- 1.7 **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.
- 1.8 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include 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.

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

1.10 **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>Work Authorization</b>
<b>Exhibit D</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit E</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>
<b>Exhibit F</b>	<b>Port Everglades Security Requirements</b>
<b>Exhibit G</b>	<b>State funded FDOT-CIGP Contract Requirements</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. Unless there is 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, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

3.4 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 (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 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 Basic 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 \$2,365,837.86.

5.1.2 Lump Sum Compensation. For Basic 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 \$ 100,000.00 pursuant to 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 \$61,068.00. 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 Basic Services shall be paid out pursuant to the Project phasing as specified in Exhibit A. Any funds for a particular phase can be allocated to other phases, subject to approval by the Contract Administrator.

<b>Project Phase</b>	<b>Estimated Fee</b>
Phase I Submittal:	(\$606,726.47)
Phase II Submittal:	(\$728,071.75)
Phase III Submittal:	(\$606,726.47)
Phase IV Submittal:	(\$424,313.17)
<b>Total Basic Services Fee (NOT-TO-EXCEED)</b>	<b>(\$2,365,837.86)</b>

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin.



Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in 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 non-salary expenses directly attributable to this Project permitted under this Agreement (which are outlined in Exhibit B), 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 deductions permitted by this Agreement.

5.5.2 Final payment for the Project must be approved by the Purchasing Director.

5.5.3 Payment will be made to Consultant at the following address: 470 South Andrews Avenue, Suite 206, Pompano Beach, Florida-33069.

5.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.7 Consultant shall pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. The Contract Administrator may, at its option, 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 C 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 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 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.

7.9 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.

7.10 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 entered into on behalf of County by someone other than the Board, termination by County may be by action of the RLI/RFP/Contract # PNC2119973P1-WSP [BCF #202 (Rev. 12.01.2019)]

County Administrator or County representative (including his or her successor) who entered in this Agreement 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 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 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 If this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until Consultant has provided all documents required to be provided to County. 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 D 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" and the "Florida Department of Transportation" are each listed and endorsed as an additional insured as stated in Exhibit D 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 D, 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 D 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 RLI/RFP/Contract # PNC2119973P1-WSP [BCF #202 (Rev. 12.01.2019)]



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" and "Florida Department of Transportation" are named as additional insureds 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 D, 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 D.

#### **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 Twenty-five percent (25%) 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 in Section 5.7.

#### **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 that 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 RLI/RFP/Contract # PNC2119973P1-WSP [BCF #202 (Rev. 12.01.2019)] Page 15 of 31

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)-577-4579, RTORNESE@BROWARD.ORG, 1 N. UNIVERSITY DRIVE, BOX B300, 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 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 workspace. Consultant shall provide County with reasonable access to Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, 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 E to provide the Services for this Project. 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 Highway Construction and Engineering Division  
Attn: Richard Tornese, P.E.  
1 N. University Drive, Box B300  
Plantation, Florida 33324  
Email address: [rtornese@broward.org](mailto:rtornese@broward.org)

FOR CONSULTANT:

WSP USA INC.  
470 South Andrews Avenue, Suite 206,  
Pompano Beach, Florida-33069  
Email address: [Ronald.Colas@wsp.com](mailto:Ronald.Colas@wsp.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 of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

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 pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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 Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project 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 Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for RLI/RFP/Contract # PNC2119973P1-WSP [BCF #202 (Rev. 12.01.2019)]

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 Additional Security Requirements.** Consultant shall comply with the Port Everglades Security Requirements attached hereto as Exhibit F.

**11.31 State Funded Contracts through a County Incentive Grant Program (CIGP).** Consultant shall comply with the Florida Department of Transportation Funded Contract Requirements attached hereto as Exhibit G.

(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 **WSP USA 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

Insurance requirements  
Approved by Broward County  
Risk Management Division

By Normagene Dmytriw  
Signature (date)  
Digitally signed by Normagene Dmytriw  
Date: 2021.02.16 09:36:02 -05'00'

Normagene Dmytriw - Risk Mana  
(Typed Name and Title)

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: Israel Fajardo  
Israel Fajardo (Date)  
Assistant County Attorney  
Digitally signed by Israel Fajardo  
Date: 2021.02.17 09:05:35 -05'00'

By: MICHAEL KERR  
Michael J. Kerr (Date)  
Deputy County Attorney  
Digitally signed by MICHAEL KERR  
Date: 2021.02.17 09:14:04 -05'00'

**AGREEMENT BETWEEN BROWARD COUNTY AND WSP USA INC.  
FOR CONSULTANT SERVICES FOR PORT EVERGLADES BY-PASS ROAD  
(RFP/RLI # PNC2119973P1)**

FOR INDIVIDUAL:

Consultant

WITNESSES:

\_\_\_\_\_  
Signature

By \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

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

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

FOR CORPORATION:

Consultant

WSP USA INC.

ATTEST:

Digitally signed by Jassey, Hillary (Jassey)  
DN: cn=Jassey, Hillary (Jassey), ou=Active, email=Hillary.Jassey@wsp.com, Date: 2021.02.12 13:30:20 -05'00'

Jassey, Hillary  
(Jassey)

Secretary

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

WSP USA INC.  
\_\_\_\_\_  
(Typed Name of Consultant/Firm)

Digitally signed by Ronald M Colas, PE, SI  
DN: cn=Ronald M Colas, PE, SI, c=US, o=WSP USA INC, email=Ronald.Colas@wsp.com, Date: 2021.02.12 12:53:53 -05'00'

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

\_\_\_\_\_  
Ronald M. Colas, PE, SI,  
(Typed Name and Title)

CORPORATE SEAL



10th day of February, 2021.

**EXHIBIT A**  
**Scope of Services**



**EXHIBIT A**

**SCOPE OF SERVICES**

**FOR CONSULTING ENGINEERING SERVICES  
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN  
FOR**

**PORT EVERGLADES BY-PASS ROAD**

**RFP No.: PNC 2119973P1**



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## 1. Purpose

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Consultant 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.

The general objective is for the Consultant to prepare and provide County with a complete set of contract documents including signed and sealed plans, specifications, reports, supporting engineering analysis, calculations and other documentation as required. 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 systems 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 Consultant shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required for example: modifying a location of a proposed feature that is already in the scope, like lighting, signal, sign, pavement marking features. 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 a contract file throughout the design of the Project. 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 applicable 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 need to apply its own resources to assignments authorized by the County.

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. The County's technical reviews are for high-level conformance and are not meant to be comprehensive reviews.

This scope references activity and task numbers specific to this Project derived from the Florida Department of Transportation (FDOT) Staff Hour Estimate (SHE) guidelines. The items specific to this Project were utilized to negotiate the level of effort and maximum not to exceed costs.

## 2. Project Description

The Consultant shall design a new two-lane roadway known as Port Everglades By-Pass Road from US-1/SR A1A to North of SE 20<sup>th</sup> Street, including: two bridges, relocation of the Spangler entrance security check point, and the intersections listed below.

- (1) Spangler Boulevard at US-1 (Harmonize east leg only as required by the Project.),
- (2) Spangler Boulevard at Security Checkpoint,
- (3) Spangler Boulevard at Service Road,

- (4) Spangler Boulevard at Eisenhower Boulevard,
- (5) Eisenhower Boulevard at SE 22<sup>nd</sup> Street, and
- (6) Eisenhower Boulevard/Bypass Road at SE 20th Street.

### 2.1. Preliminary Engineering Report and Concept Plans

The Consultant shall investigate the status of the Project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities including Preliminary Engineering Reports. The Project shall be designed in general conformance with the approved concepts distributed with the solicitation documents unless otherwise directed by the County.

## 3. Project Schedule and Submittals

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 for County and Consultant scheduled activities required to complete the Project Services. The schedule shall be based upon the duration specified below from the date specified in the NTP. The schedule shall be accompanied by an anticipated payout and fiscal progress curve, including all required phase submittals. For scheduling purposes, the Consultant shall allow for 1 month review time for each phase submittal and any other submittals as appropriate.

The phase submittals shall be produced in accordance with the FDOT and Broward County Standards, using the current editions of the Standard Plans, FDOT Design Manual and Standard Specifications for Road and Bridge Construction, and any other applicable FDOT manual/guideline/standard. The Consultant shall furnish each phase submittal to the County and other agencies, including uploading the submittal to the FDOT Electronic Review Comment system. The Consultant shall respond to all comments and perform necessary corrections on all errors or deficiencies.

Table 1 below are the key milestones and their time to complete from the date identified in the County's Notice to Proceed.

*Table 1 - Key Milestones and Durations*

<i>Phase*</i>	<i>Duration (months)</i>
<i>Phase I</i>	6
<i>Phase II</i>	6
<i>Phase III</i>	4
<i>Phase IV: Final (F) 100% Signed and Sealed Plans, Specifications with all required, approved Permits</i>	4
<b>Total</b>	<b>20</b>

\*Chapter 301 - Sequence of Plan Preparation from FDOT Design Manual defines the requirements of each Phase submittal.

The items required for each phase submittal and their respective status (i.e. Preliminary (P), Complete but subject to change (C), and Final (F)) are listed in Table 2 below. These deliverable items shall follow the requirements set forth in the FDOT Design Manual (dated January 1, 2021) and the Project specific details referenced in its respective scope section.

*Table 2 - Summary of Phase Submittals*

ITEM	SCOPE SECTION	PHASE I	PHASE II	PHASE III	PHASE IV
Key Sheet	8	P	P	C	F
Signature Sheet (sign and seal)	1, 4.5, 6.5		P	C	F
Summary of Pay Items	8		P	C	F
Drainage Map	9, 9.1.1, 9.2	P	P	C	F
Typical Section	7.1, 8	P	C	C	F
Summary of Drainage Structures	9.2		P	C	F
Optional Materials Tabulation	9.2		P	C	F
Project Layout	7, 8	P	C	C	F
Project Control	8	P	C	C	F
Roadway Plan Profile	7, 8	P	P	C	F
Traffic Monitoring Site	7, 15, 16		P	C	F
Special Profile	7.3, 8	P	P	C	F
Back of Sidewalk Profile	7.3, 8	P	C	C	F
Intersection Layout/Detail	2, 7.3, 8	P	P	C	F
Drainage Structures	7.6, 9.2, 11.7		P	C	F
Lateral Ditch Plan Profile	7.6, 9.1.7		P	C	F
Lateral Ditch Cross Section	7.6, 9.1.7		P	C	F
Retention/Detention Ponds	9, 9.1.2-9.1.6, 11.2.1		P	C	F
Cross Section Pattern	7.5, 8		P	C	F
Roadway Soil Survey	8		P	C	F
Cross Sections	7.5, 8, 9, 10	P	P	C	F
Stormwater Pollution Prevention Plan (SWPPP)	9.2		P	C	F
Temporary Traffic Control Plans (TTCP)	7.6-7.7, 8, 25.14	P	P	C	F
Utility Adjustments	8, 10		P	C	F
Selective Clearing and Grubbing	19.2.1		P	C	F
Mitigation Plans	11.9		P	C	F
Structures Plans	12		P	C	F
Signing and Pavement Marking Plans	13, 14		P	C	F
Signalization Plans	15, 16		P	C	F
Intelligent Transportation System (ITS) Plans	24, 25		P	C	F
Lighting Plans	17, 18		P	C	F
Landscape Plans	19, 20	P	P	C	F
Landscape Opportunity Plans	19, 20	P	P	C	F
Vegetation Disposition Plans	19, 20	P	P	C	F
Utility Work Plans	10			C	F
Summary of Quantities	8			C	F
Water main Plans	10, 10.13	P	C	C	F
Security Checkpoint Plans:	22				
Site/Civil	22	P	P	C	F
Architectural	22	P	P	C	F
Structural	22	P	P	C	F
Electrical	22		P	C	F
Mechanical	22		P	C	F
Plumbing	22		P	C	F
Communications	22		P	C	F
Systems	22		P	C	F

All fees and price proposals are based on the time periods specified in Table 1 above.

Periodically, throughout the life of the contract, the Project schedule and payout and fiscal progress curves shall be reviewed and if changes are necessary, they shall be performed in accordance with the Agreement.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report. The schedule shall be submitted in Microsoft Project or Primavera.

## 4. Project Requirements

### 4.1. Liaison Office

The County and the Consultant will designate a Liaison Office and a Project Manager who shall 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 Project Manager.

### 4.2. 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 County.

### 4.3. 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 or by using the earned value method that describe the work performed on each task. The report will include assessing Project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the County approves the monthly progress report and the payout curve or with earned value analysis. 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.

### 4.4. 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.

### 4.5. Professional Endorsement

The Consultant shall have a Licensed Professional Engineer(s) in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by Florida Statutes and applicable standards.

### 4.6. Computer Automation

The Project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. FDOT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the Consultant to meet the requirements in the FDOT CADD Manual. The Consultant shall submit final documents and files as described therein.

#### 4.7. 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.

#### 4.8. Invoicing Limits

Payment for the work accomplished shall be in accordance with the Method of Compensation of this contract. Invoices shall be submitted to the County, in a format prescribed by the County. At a minimum Consultant is required to track staff hours by design Project Phase and Activity. 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 occurred and the results are acceptable to the County.

### 5. Project Common Tasks

Project Common Tasks, as listed below, are work efforts required to be performed by the Consultant that are applicable to Project activities listed in FDOT SHE forms.

- a. Cost Estimates: The Consultant is responsible for producing construction cost estimates.
- b. Technical Special Provisions: The Consultant shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the County for initial review at the time of the Phase III submittal. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the FDOT Specifications Handbook. All comments will be returned to the Consultant for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

- c. Modified Special Provisions: The Consultant shall provide Modified Special Provisions as required by the Project. Modified Special Provisions are defined in the FDOT Specifications Handbook.

A Modified Special Provision shall not modify or conflict with the Broward County Form (BCF) #170.

- d. 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.
- e. 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 subconsultants, 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.
- f. Quality Assurance/Quality Control: It is the intention of the County that design Consultants, including their subconsultant(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 state and federal design criteria are followed with the County concept, and that the Consultant submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant 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 subconsultant(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 (20) 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, landscape, 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 responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The Consultant shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.



- g. Supervision: The Consultant shall supervise all technical design activities.
- h. Coordination: The Consultant shall coordinate with all disciplines of the Project to produce a final set of construction documents.

## 6. Project General Tasks (SHE Activity 3)

Project General Tasks, described 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.

### 6.1. Public Involvement (SHE Activity 3, Task No. 3.1)

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 Public Involvement presentation for review and approval at least [21] business days prior to printing and / or distribution.

#### 6.1.1. Community Awareness Plan (SHE Activity 3, Task No. 3.1.1)

Prepare a Community Awareness Plan (CAP) Level 2 for review and approval by the County within 30 calendar days after receiving Notice to Proceed. The CAP Level 2 shall include one public meeting and one presentation to each local agency noted in Section 6.1.5 Other Agency Meetings (up to 5). Coordination meetings with affected Bulk Petroleum Premises occupants (6 identified occupants, 12 anticipated meetings).

#### 6.1.2. PowerPoint Presentations (SHE Activity 3, Task No. 3.1.8)

The Consultant shall prepare PowerPoint presentations for use in public meetings.

#### 6.1.3. Public Meeting Preparations (SHE Activity 3, Task No. 3.1.9)

The Consultant shall prepare the necessary presentation material, including handouts and exhibits for use in public meetings. Consultant shall brief staff on presentation material and discussion topics.

#### 6.1.4. Public Meeting Attendance and Follow-up (SHE Activity 3, Task No. 3.1.10)

The Consultant shall attend one public meeting, assist with meeting set-up and take down. The Consultant shall also prepare a summary of the public meeting that includes copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all comments made during or after the meeting and written responses to those 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 (1) Public meeting.

#### 6.1.5. Other Agency Meetings (SHE Activity 3, Task No. 3.1.11)

In addition to scheduled public meeting, the Consultant may be required to participate in meetings with local governing authorities and/or MPO. 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 5 meetings with

local governing authorities such as: Port Everglades, FDOT, City of Fort Lauderdale, Metropolitan Planning Organization (MPO), and Broward County Commission.

In addition, the Consultant shall be responsible for coordinating with the USCG to ensure navigation markers are visible and accessible, at all times.

#### 6.2. Specifications Package Preparation (SHE Activity 3, Task No. 3.3)

Consultant shall prepare Specification Package Preparation for Architectural development services.

#### 6.3. Contract Maintenance and Project Documentation Specifications Package Preparation (SHE Activity 3, Task No. 3.4)

Contract maintenance includes Project management effort for complete setup and maintenance of files, electronic folders, and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

#### 6.4. Prime Consultant Project Manager Meetings (SHE Activity 3, Task No. 3.6)

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings included in the List of Project Manager Meetings in accordance with SHE Activity 3, Task No. 3.6. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

#### 6.5. Digital Delivery (SHE Activity 3, Task No. 3.9)

The Consultant shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

#### 6.6. Landscape and Existing Vegetation Coordination (SHE Activity 3, Task No. 3.12)

See Section 19.2.2, SHE Activity 25.

### 7. Roadway Analysis (SHE Activity 4)

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

#### 7.1. Typical Section Package (SHE Activity 4, Task No. 4.1)

The Consultant shall incorporate the following typical sections with the contract plans:

- Spangler Blvd East and West of Security Check Point
- Spangler Blvd/Grade-Separated Bypass Road and Service Road East of Security Check Point
- Spangler Blvd/At-Grade Bypass Road and Service Road East of Security Check Point
- Eisenhower Blvd/Bypass Road South of Security Check Point
- Eisenhower Blvd/Bypass Road North of Security Check Point

### 7.2. Pavement Design Package (SHE Activity 4, Task No. 4.3)

The Consultant shall include County's flexible pavement design for new construction, reconstruction, widening and milling and resurfacing in the plans.

The Consultant shall include new rigid pavement design for the Spangler Blvd. relocated checkpoint using Eisenhower Blvd. security checkpoint plans as a template (plan set titled SCCSIP\_ Updated Plan Set\_04-14-15.pdf provided by County).

### 7.3. Horizontal/Vertical Master Design Files (SHE Activity 4, Task No. 4.5)

The Consultant shall design the geometrics using the Standard Plans 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, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility for Life Program, access management, previous study documents and scope of work. The Consultant shall also develop utility conflict information to be provided to Project Utility Coordinator in the format requested by the County.

This includes the Consultant efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in accordance with the FDOT CADD Manual and FDM in master design file. Also includes all engineering work for designing and analyzing elements required for the plan/profile geometries including horizontal/vertical alignments, back of sidewalk profiles, intersection layouts, curb return profiles, ramp profiles, utilities, etc.

### 7.4. Access Management (SHE Activity 4, Task No. 4.6)

This includes the Consultant efforts required to determine location and types of median opening modifications and driveway connection spacing. This also includes any Access Management Report, research for permitted/un-permitted driveways, letters to adjacent property owners, any preparation required for related meetings. (Attendance at meetings is included under Technical Coordination Meetings).

### 7.5. Cross Section Design Files (SHE Activity 4, Task No. 4.9)

The Consultant shall establish and develop cross section design files in accordance with the FDOT CADD Manual. Estimated cross section spacing is at 100 feet, or as required. This includes the work required to establish and utilize intelligent/automated methods for creating cross sections including determining the locations for which all cross sections will be shown, creating pattern line file, .tin file, .dat file, input files, criteria files, cross section .dgn files, cross section refinement (non-automated modification), placement of utilities, soil boxes, R/W lines, earthwork calculations, etc.

### 7.6. Temporary Traffic Control Plan (TTCP) Analysis (SHE Activity 4, Task No. 4.10)

The Consultant shall design a safe and effective TTCP 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, transit stops, and traffic monitoring sites. Special consideration shall be

given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Consultant shall investigate the need for temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Consultant is to coordinate with Port Everglades during the design in order to maintain existing lighting levels. The TTCP shall be prepared by a certified designer who has completed training as required by the County. Before proceeding with the TTCP, 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 TTCP 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. 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. Consultant shall be responsible to obtain local authorities' permission for use of detour routes not on state/County highways.

The Consultant shall include all work necessary to develop a TTCP concept, such as determining the usage of lane closures, lane configurations, traffic pacing, detours, diversions, lane shifts, temporary drainage, temporary signals, retaining walls, and pedestrian TTCP. This TTCP is categorized as a Level II for the By-pass Road and Level III at Security Checkpoints.

#### 7.7. Master TTCP Design Files (SHE Activity 4, Task No. 4.11)

The Consultant shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

#### 7.8. Design Report (SHE Activity 4, Task No. 4.15)

The Consultant shall prepare all applicable report(s) as listed in this scope. Reports are to be delivered as a signed and sealed pdf file.

#### 7.9. Quantities (SHE Activity 4, Task No. 4.16)

The Consultant shall develop accurate quantities and the supporting documentation, including construction days when required. Includes all work required to determine the quantities for placement in the various summary of quantities sheets and boxes, preparing the supporting documentation, and estimating construction days when required.

#### 7.10. Monitor Existing Structures and Utilities (SHE Activity 4, Task No. 4.21)

The Consultant shall perform field observations to visually identify existing structures within the Project limits which may require settlement, vibration or groundwater monitoring by the contractor during construction in accordance with FDM Chapter 307. The Consultant shall identify the necessary pay items to be included in the bid documents to monitor existing structures.

Optional Services (may be negotiated at a later date if needed): The Consultant shall coordinate with and assist the geotechnical engineer and/or structural engineer to develop mitigation strategies (when applicable).

## 8. Roadway Plans (SHE Activity 5)

The Consultant shall prepare Roadway, TTCP, 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: Key Sheet, Summary of Pay Items including Quantity Input, Typical Sections, Typical Section Details, General Notes/Pay Item Notes, Summary of Quantities Sheets, Project Layout, Profile Sheet, Plan Sheet, Intersection Layout Details, Special Details, Cross Section Pattern Sheets, Roadway Soil Survey Sheets, Cross Sections, TTCP Plan Sheets, TTCP Cross Section Sheets, TTCP Detail Sheets, Utility Adjustment Sheets, Project Control Sheets, and Utility Verification Sheets (SUE Data). Plan Sheets shall be formatted to meet the required scale at an 11 inch x 17 inch size.

## 9. Drainage Analysis and Drainage Plans (SHE Activity 6a and 6b)

### 9.1. Drainage Analysis (SHE Activity 6a)

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 designing a drainage and stormwater management system utilizing a combination of existing, open, and closed elements and determine the number of stormwater management facility sites and cross drains required. All design work shall comply with the requirements of the appropriate regulatory agencies' permits (i.e. Broward County Environmental Protection and Growth Management Division, South Florida Water Management District, etc.) and the FDOT's 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:

#### 9.1.1. Drainage Map Hydrology (SHE Activity 6a, Task No. 6a.1)

Create a (pre- and/or post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps.

#### 9.1.2. Base Clearance Calculations (SHE Activity 6a, Task No. 6a.2)

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls, and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Memo.

9.1.3. Pond Siting Analysis and Report (SHE Activity 6a, Task No. 6a.3)

Includes Pond Siting Analysis and Report in environmentally sensitive areas; and joint use/regional pond siting efforts.

9.1.4. Design of Stormwater Management Facility (Offsite or Infield Pond) (SHE Activity 6a, Task No. 6a.6)

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

9.1.5. Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) (SHE Activity 6a, Task No. 6a.7)

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations and design the outlet control structure.

9.1.6. Design of Floodplain Compensation (Roadside Treatment Swales and Linear Ponds) (SHE Activity 6a, Task No. 6a.8)

Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency. Hours included in Task 6a.3.

9.1.7. Design of Storm Drains (SHE Activity 6a, Task No. 6a.9)

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection. Includes design of cross drains and ditches as required by the permitting agencies.

9.1.8. French Drain Systems (SHE Activity 6a, Task No. 6a.11)

Design French Drain Systems to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of French Drains, design the control structure/weir, and model the system of inlets, conveyances, French Drains, and other outfalls using a routing program.

9.1.8.1. Existing French Drain Systems (SHE Activity 6a, Task No. 6a.11.1)

The Consultant shall analyze for a pre- versus post comparison of the peak stages and/or discharges.

9.1.9. Drainage Design Documentation Report (SHE Activity 6a, Task No. 6a.13)

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

9.1.10. Temporary Drainage Analysis (SHE Activity 6a, Task No. 6a.15)

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

9.1.11. Hydroplaning Analysis (SHE Activity 6a, Task No. 6a.18)

Perform a hydroplaning analysis to assist in the determination of the appropriate roadway geometry for all necessary locations (both typical sections and critical cross sections) as needed.

9.1.12. Existing Permit Analysis (SHE Activity 6a, Task No. 6a.19)

Data gathering including desktop analysis of Local, State, and Federal Drainage permits.

9.1.13. Other Drainage Analysis (SHE Activity 6a, Task No. 6a.20)

9.2. DRAINAGE PLANS (SHE Activity 6b)

The Consultant shall prepare Drainage 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: Drainage Map, Summary of Drainage Structures, Optional Pipe/Culvert Material Tabulation, Drainage Structure Sheets (Per Structure), Miscellaneous Drainage Detail Sheets (including Control Structures and French Drain), Erosion Control Plan Sheets, and SWPPP Sheets.

10. Utilities (SHE Activity 7)

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 and will not conflict with the physical construction schedule. The Consultant shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. The Consultant shall ensure County standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The Consultant shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance to FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in 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 agreement that is required for reimbursement, or accommodation of the utility facilities associated with the Project.
- Review and certify to the County Project Manager that all Utility Work Schedules are correct and in accordance with the County's standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.



#### 10.1. Utility Kickoff Meeting (SHE Activity 7, Task No. 7.1)

Before any contact with the UAO(s), the Consultant shall meet with County to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with County procedures. Consultant shall bring a copy of the Project work schedule reflecting utility activities.

#### 10.2. Identify Existing Utility Agency Owner(s) (SHE Activity 7, Task No. 7.2)

The Consultant shall identify all utilities within and adjacent to the Project limits that may be impacted by the Project. At a minimum the following utilities are anticipated to be present within the Project limits:

1. American Traffic Solutions
2. AT&T Distribution
3. Broward County Port Everglades
4. Broward County Traffic Engineering
5. Buckeye Pipeline Company
6. City of Fort Lauderdale
7. City of Hollywood Public Works Department
8. Comcast Cable
9. Crown Castle Fiber
10. Exxon Mobil Oil Corporation
11. Florida Power & Light - Broward
12. Florida Power & Light - Transmission
13. Level 3 Communications (now Centurylink)
14. MCI
15. MPLX Terminals, LLC
16. Teco Peoples Gas South Florida
17. TransMontaigne Product Services, Inc.

#### 10.3. Make Utility Contacts (SHE Activity 7, Task No. 7.3)

First Contact: The Consultant shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the County Offices. 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 a 4-week notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the Consultant shall transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by the County) to each UAO having facilities located within the Project limits, and one set to the County Offices.

Third Contact: Identify agreements and assemble packages. The Consultant shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the County) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

With respect to coordination related to affected Bulk Petroleum Utilities, the Consultant shall:



- Collect and review existing petroleum utility as-built data
- Review existing concept design plan for petroleum industry compliance and coordinate with County.
- Coordinate for GPR and soft dig verification
- Update CAD file and database for petroleum pipe location based on the GPR and soft dig information.
- Hold initial meetings with Petroleum stakeholders
- Continue ongoing coordination and meetings with petroleum stakeholders & Port petroleum
- Review conceptual petroleum piping relocation, removal, and/or abandonment plans & specs.
- Client requested meeting attendance & preparation for an anticipated 10 meetings.
- Review construction sequencing / MOT access impacts with respect to petroleum operations
- QA/QC - limited to petroleum infrastructure modifications

#### 10.4. Exception Processing (SHE Activity 7, Task No. 7.4)

The Consultant shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Preliminary Engineering Report, Project Scope and/or the Concept Report (if applicable) to each UAO to identify any condition that may require a Utility Exception. The Consultant shall identify and communicate to the UAO any facilities in conflict with their location or Project schedule. The Consultant shall assist with the processing of design exceptions involving Utilities with the UAO and the County. Assist with processing per the UAM.

#### 10.5. Preliminary Utility Meeting (SHE Activity 7, Task No. 7.5)

The Consultant shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the Project limits for the purpose of presenting the Project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the County, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The Consultant shall keep accurate minutes and distribute a copy to all attendees.

#### 10.6. Individual/Field Meetings (SHE Activity 7, Task No. 7.6)

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, standard or selective 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.

#### 10.7. Collect and Review Plans and Data from UAO(s) (SHE Activity 7, Task No. 7.7)

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. Forward all requests for utility reimbursement and supporting documentation to the County.

#### 10.8. Subordination of Easements Coordination (SHE Activity 7, Task No. 7.8)

The Consultant, if requested by the County, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate County office. The Consultant shall coordinate with the County the necessary funds to compensate the UAO.

#### 10.9. Utility Design Meeting (SHE Activity 7, Task No. 7.9)

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/vegetation and proposed landscape, drainage, traffic signalization, TTCP (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights, discuss with each UAO the utility work by highway contractor option, 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 TTCP 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 Scope Section 7.3 (Horizontal/Vertical Master Design File – SHE Activity 4, Task No. 4.5) and Section 7.5 (Cross Section Design Files – SHE Activity 4, Task No. 4.9) for utility conflict location identification and adjustments.

#### 10.10. Review Utility Markups & Work Schedules and Processing of Schedules & Agreements (SHE Activity 7, Task No. 7.10)

The Consultant shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate County office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, and Broward County Traffic Operations for review and comment if required. Coordinate with the County for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The Consultant shall coordinate with the County Personnel the programming of necessary funds for utilities relocation.

#### 10.11. Utility Coordination/Follow-up (SHE Activity 7, Task No. 7.11)

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.

#### 10.12. Utility Constructability Review (SHE Activity 7, Task No. 7.12)

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 Scope

Section 7.3 (Horizontal/Vertical Master Design File – SHE Activity 4, Task No. 4.5) and Section 7.5 (Cross Section Design Files – SHE Activity 4, Task No. 4.9) for utility conflict identification and adjustments.

### 10.13. Additional Utility Services -12" Water Main Design and Permitting

The Consultant shall provide additional utility design services which include Construction Documents and permitting of approximately 1,500 linear feet of 12" water main along Spangler Blvd. The scope includes the preparation of the water main plans, demolition plans, water main details and plan specifications, and permitting through State, County, and Local regulatory agencies. The County standard technical specifications and standard details shall be used.

Consultant shall not commence work on any of the following phases until County provides written authorization to do so. The Consultant shall submit the following phase documents to the County for review. The County shall provide comments within fourteen (14) calendar days to the Consultant. The County Project Manager shall be responsible for consolidating all County review comments into a single matrix, listing each comment by document or drawing number, to transmit to the Consultant. Within seven (7) calendar days from receipt of comments, the Consultant shall acknowledge and accept all comments or clearly justify in writing, for County review and concurrence, the reasons for not including any of them in the design. The Consultant shall address comments in the subsequent phase.

#### 10.13.1. Phase I - Schematic Design

The Consultant shall develop the schematic design drawings to the 30% completion level. The Schematic Design shall include the following:

- Conduct an initial site visit with Broward County Port Everglades Seaport Engineering & Facilities Maintenance staff.
- Collect and incorporate potable water as-builts into the schematic design plans.
- Prepare a preliminary layout of the proposed water main including proposed fire hydrant location and connections to existing fire hydrants and services.
- Prepare demolition plans for approximately 1,500 linear feet of existing 8" potable water main along Spangler Blvd.
- Coordinate and incorporate the survey information, Subsurface Utility Engineering data, and the completed geotechnical test results into the schematic design plans.
- Coordinate with Broward County Port Everglades Seaport Engineering & Facilities Maintenance staff to complete pressure and flow tests at designated fire hydrants within and adjacent to the project area.
- Coordinate to eliminate conflicts, such as foundations, gravity walls, sound walls, security fence, drainage infrastructure, utility poles, and electrical and telecommunication conduit duct banks.

#### 10.13.2. Phase II – Design Development

Using the Schematic Design Plans (30% completion level) developed in the prior phase, the Consultant shall develop the design development drawings to the 60% completion level. The Design Development phase shall include the following:

- Attend coordination meeting with County to review Phase I comments.

- Complete hydraulic model of the proposed potable water system.
- Revise the water design plans to incorporate comments received as a result of Phase I review.
- Revise demolition plans for approximately 1,500 linear feet of existing 8" potable water main along Spangler Blvd.
- Design the offsite water service connections impacted by the proposed 12" potable water main.
- Continue coordination to eliminate conflicts, such as foundations, gravity walls, sound walls, security fence, drainage infrastructure, utility poles, and electrical and telecommunication conduit duct banks.

### 10.13.3. PHASE III – Construction Documents

Using the Design Development Plans (60% completion level) developed in the prior phase, the Consultant shall develop the Construction Documents plans to the 90% completion level. The Construction Documents phase shall include the following:

- Attend coordination meeting with County to review Phase II comments.
- Finalize hydraulic model of the proposed potable water system.
- Revise the water design plans to incorporate comments received as a result of Phase II review.
- Revise demolition plans for approximately 1,500 linear feet of existing 8" potable water main along Spangler Blvd.
- Revise the design of the offsite water service connections impacted by the proposed 12" potable water main.
- Continue coordination to eliminate conflicts, such as foundations, gravity walls, sound walls, security fence, drainage infrastructure, utility poles, and electrical and telecommunication conduit duct banks.
- Complete design plans for the water supply and submit for permitting to the regulatory agencies for Permitting identified in Phase IV.

### 10.13.4. PHASE IV – Permitting

The Consultant shall prepare and submit plans for the permits to the following regulatory agencies on behalf of the County:

- City of Fort Lauderdale (review only as PWS provider)
- Florida Department of Environmental Protection (FDEP Form 62-555.900(7))

As part of the permitting process comments and Request for Additional Information (RAI) shall be incorporated into a permitted set of Construction Documents. Drawings shall be revised using clouded revisions and numbers.

The County shall be responsible for all permitting fees payable to County agencies; all other permitting fees shall be paid by the Consultant as a reimbursable. The County shall provide the Consultant with copies of existing permits and other supporting documentation as may be required by regulatory agencies. The County Project Manager shall be responsible for obtaining all required signatures on permit applications. Upon completion of the Permitting Phase, Construction Documents will be 100% complete.

## 10.14. Processing Utility Work by Highway Contractor (SHE Activity 7, Task No. 7.14)

This includes Consultants effort for potential utility agreements. Includes providing necessary UAO information to EOR/County and assisting with agreement(s) execution.

#### 10.15. Contract Plans to UAO(s) (SHE Activity 7, Task No. 7.15)

If requested by the County, this includes transmittal of the contract plans. Transmittals to UAO(s) may be by certified mail, return receipt requested.

#### 10.16. Certification/Close-Out (SHE Activity 7, Task No. 7.16)

This includes hours for transmitting utility files to the County Project Manager and preparation of the Utility Certification Letter. The Consultant shall certify to the appropriate County representative one of the following below per each utility company:

- All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified 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 made and no utility work will be involved.  
OR
- Plans were sent to the Utility Companies/Agencies and no utility work is required.

Following utility certification Consultant is not responsible for utility owner's conducting relocations.

### 11. Environmental Permits and Environmental Clearances (SHE Activity 8)

The Consultant shall notify the County Project Manager, Environmental Permit Coordinator, and other appropriate County personnel in advance of all scheduled meetings with the regulatory agencies to allow a County representative to attend. The Consultant shall copy in the Project Manager on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and policies for all permits required.

The Consultant is expected to obtain permits from the following agencies:

- Broward County EPGMD Surface Water Management License
- Broward County EPGMD Dewatering License
- Broward County EPGMD Tree Removal License
- SFMWD ERP
- SFMWD Water (Dewatering and Irrigation Permits)
- Florida Department of Transportation, District 4 (temp work on US-1)
- City of Hollywood Building Permit (Security Checkpoint)

#### 11.1. Preliminary Project Research (SHE Activity 8, Task No. 8.1)

The Consultant shall perform preliminary Project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but should not be limited to a review of the Project's Preliminary Engineering concepts and documents.

The Consultant shall research any existing easements or other restrictions that may exist both within or adjacent to the proposed Project boundary. Project research may include but should not be limited

to review of available: Federal, State, and Local permit files and databases; and Local government information including County and Property Appraiser data. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

## 11.2. Field Work (SHE Activity 8, Task No. 8.2)

### 11.2.1. Pond Site Alternatives (SHE Activity 8, Task No. 8.2.1)

Consultant shall perform desktop review and preliminary field review for each pond site alternative for suitability as required.

### 11.2.2. Establish Wetland Jurisdictional Lines and Assessments (SHE Activity 8, Task No. 8.2.2)

The Consultant shall be responsible for, but not limited to, the following activities:

Determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87-1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR-10-20).

- Collect all data and information necessary to determine the jurisdictional boundaries of wetlands and other surface waters as defined by the rules or regulations of each permitting agency processing a County permit application for the Project.
- Set seasonal high-water levels in adjacent wetlands with biological indicators
- Obtain a jurisdictional determination as defined by the rules or regulations of each permitting agency processing a County permit application for the Project.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and other surface waters. Aerial maps shall be reproducible, of a scale of 1"=400' or more detailed and be recent photography. The maps shall show the jurisdictional boundaries of each agency. Photo copies of aerials are not acceptable. When necessary, a wetland specific survey will be prepared by a registered surveyor and mapper. All surveyed jurisdictional boundaries are to be tied to the Project's baseline of survey.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters. Prepare data in tabular form which includes the ID number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the Project limits that will not be impacted by the Project.
- Prepare appropriate agency forms to obtain required permits. Forms may include but are not limited to the USACE "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; Uniform Mitigation Assessment Method forms and/or Project specific data forms.

### 11.2.3. Species Surveys (SHE Activity 8, Task No. 8.2.3)

The Consultant shall conduct wildlife surveys as defined by rules or regulations of any permitting agency, or commenting agency that is processing a County permit.

## 11.3. Agency Verification of Wetland Data (SHE Activity 8, Task No. 8.2.4)

The Consultant shall be responsible for verification of wetland and other surface water data identified in Section 11.2 (Field Work - SHE Activity 8, Task No. 8.2) and coordinating regulatory agency field

reviews, including finalization of assessments and jurisdictional determinations with applicable agencies.

#### 11.4. Complete and Submit All Required Permit Applications (SHE Activity 8, Task No. 8.4)

The Consultant shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits required to construct the Project as identified in the scope and as described in Section 11.4.1 (Complete and Submit all Required Wetland Permit Applications - SHE Activity 8, Task No. 8.4.1), Section 11.4.2 (Complete and Submit all Required Species Permit Applications - SHE Activity 8, Task No. 8.4.2), and Section 11.10 (Other Environmental Permits - SHE Activity 8, Task No. 8.12). The Consultant shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the County prior to submittal to regulatory agencies.

The Consultant will submit all permit applications, as directed by the County, and be responsible for payment of all permit and public noticing fees.

##### 11.4.1. Complete and Submit all Required Wetland Permit Applications (SHE Activity 8, Task No. 8.4.1)

The Consultant shall prepare, complete, and submit required wetland permit (i.e. ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP, and USACE. The application package may include but is not limited to attachments (e.g. Project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with Project description as well as completion of applicable agency forms. The Consultant shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the County prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained.

##### 11.4.2. Complete and Submit all Required Species Permit Applications (SHE Activity 8, Task No. 8.4.2)

The Consultant shall prepare, complete and submit required species permit applications to the appropriate agencies. This includes federal and state protected species permit application packages as required. The work includes completion of application package (e.g. Project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letter with Project description as well as completion of applicable forms. The Consultant shall respond to agency RAIs, including necessary revisions to the application package. All responses and completed applications must be approved by the County prior to submittal to the regulatory agency.

#### 11.5. Coordinate and Review Dredge and Fill Sketches (SHE Activity 8, Task No. 8.5)

The Consultant shall review Dredge and Fill Detail sheets to ensure information on the sketch(es) meet the requirements of the regulatory agencies and are appropriate for environmental permit application submittal and acquisition. The Consultant will also provide environmental data/information as needed to support the preparation of the Dredge and Fill sketches.



11.6. Prepare USCG Permit Application (SHE Activity 8, Task No. 8.6)

Consultant shall complete the permit application as per agency criteria. Expansion of the sketches under Section 11.5 (Coordinate and Review Dredge and Fill Sketches - SHE Activity 8, Task No. 8.5) with additional information regarding waterway clearances, removal of existing structures, fender system, navigational signage and lighting as required, and MHW/MLW.

11.7. Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application (SHE Activity 8, Task No. 8.7)

Consultant shall prepare a completed package which shows the staging areas, maintenance access, and all permanent items (i.e., guardrail, light posts, landscape, drainage structures, etc.) to remain in Agency R/W. Prepared as per agency criteria.

11.8. Prepare Coastal Construction Control Line (CCCL) Permit Application (SHE Activity 8, Task No. 8.8)

Consultant shall prepare as per agency criteria.

11.9. Mitigation Coordination and Meetings (SHE Activity 8, Task No. 8.11)

The Consultant shall coordinate with County personnel prior to approaching any environmental permitting or commenting agencies. Once a mitigation plan has been reviewed and approved by the County, the Consultant will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

11.10. Other Environmental Permits (SHE Activity 8, Task No. 8.12)

Consultant shall obtain FDOT, SFWMD, and Fort Lauderdale Engineering Permits

11.11. Contamination Impact Analysis (SHE Activity 8, Task No. 8.15)

The Consultant shall prepare Contamination Screening Evaluation for the Project limits as described in Part 2, Chapter 20, of the PD&E Manual. Prior to implementation of the field phase of work, Consultant will provide a boring and monitoring well location plan along with the anticipated laboratory testing to be accomplished on soil and groundwater samples. The draft Level II Contamination Screening Evaluation document (i.e., which shall include the drilling of borings, installation of temporary monitoring wells, sampling and obtaining soil and groundwater samples for environmental laboratory testing) shall be submitted to the County's Project Manager and County's Contamination Impact Coordinator for review and final approval. The Project impacts, conclusions figures, tables and appendices will be provided in a Level II Contamination Screening Evaluation Report.

## 12. Structures (SHE Activities 13, 17 and 18)

The Consultant shall design the following structures listed below:

- A. Medium Span Concrete Bridges (SHE Activity 13 and 17) along with their respective MSE walls at the bridge approaches:
  - a. Bridge #1: Bypass Road Braid over Spangler Blvd

Description: Bridge with a length of approximately 480 feet and width of 36'-8", comprised of two 11-foot traffic lanes, 6-foot shoulders, two 1'-4" single-slope traffic railings combined with 8-foot noise walls. Straight concrete Florida-I beams with variable overhang widths. Three-span layout (150'-150'-180'). Drilled shaft substructure foundations to avoid damaging vibration sensitive utilities.

b. Bridge #2: Bypass Road over SE 22nd Street

Description: Bridge with a length of approximately 120 feet and width of 36'-8" and comprised of two 11-foot traffic lanes, 6-foot shoulders, two 1'-4" single-slope traffic railings combined with 8-foot noise walls. Short straight Florida-I beam bridge. Single-span layout (140'). Drilled shaft substructure foundations to avoid damaging vibration sensitive utilities.

B. Miscellaneous Structures (SHE Activity 18):

- a. Box Culverts (Utility Vaults/Access under MSE)
- b. Overhead Sign Structures (For Port Access and Way Finding)
- c. Mast Arms at signalized intersections

The Consultant shall design 8 feet high concrete perimeter walls along the north and west sides of bridges and Bypass Road to ensure security of the tank farm.

### 12.1. Structures – Summary and Miscellaneous Tasks and Drawings (SHE Activity 9)

The Consultant shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 27, Provisions for Work. Individual tasks identified in Sections 11.2, 11.3, and 11.4 are defined in SHE Activities 13, 17 and 18; and within the provision defined in Section 27, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The Consultant shall provide Design Documentation to the County with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the County's request, on 8 1/2"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

The Consultant shall prepare Structures Summary and Miscellaneous Tasks and Drawings 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: Key Sheet and Index of Drawings, Project Layout, General Notes and Bid Item Notes, Miscellaneous Common Details, and Incorporate Report of Core Borings. In addition, the Consultant shall Assemble Plan Summary Boxes and Quantities for Bridges.

### 12.2. Structures – Medium Span Concrete Bridge (SHE Activity 13)

The Consultant shall prepare plans for Medium Span Concrete Bridge(s) at the location(s) specified in Section 12 Structures (SHE Activities 13 and 17).

#### 12.2.1. Overall Bridge Final Geometry (SHE Activity 13, Task No. 13.1)

Consultant shall make the determination of final bridge geometry including calculation of vertical and horizontal clearances based on final member sizes and locations, and final project geometry. The anticipated bridge geometry is curved complex cross-road geometrics.

#### 12.2.2. Expansion/Contraction Analysis (SHE Activity 13, Task No. 13.2)

Consultant shall make the determination of structure and expansion joint movements and expansion joint type.

#### 12.2.3. General Plan and Elevation (SHE Activity 13, Task No. 13.3)

Consultant shall develop the final general plan and elevation details considering potential utility conflicts.

#### 12.2.4. Approach Slab Plan and Details (SHE Activity 13, Task No. 13.5)

Consultant shall design approach slab Plans and Details utilizing FDOT standards.

#### 12.2.5. Miscellaneous Details (SHE Activity 13, Task No. 13.6)

Consultant shall develop drainage details and Expansion Joints Details

### **End Bent Design and Plans**

#### 12.2.6. End Bent Geometry (SHE Activity 13, Task No. 13.7)

Consultant shall design end bent geometry, including beam seat elevations, pile/shaft layout, cut-offs, and bearing pad locations. Consultant shall take into account potential conflicts with petroleum pipelines.

#### 12.2.7. Wingwall Design and Geometry (SHE Activity 13, Task No. 13.8)

Consultant shall design wingwall geometry, reinforcement including bar bending details, quantities and determination of pile/shaft loads.

#### 12.2.8. End Bent Structural Design (SHE Activity 13, Task No. 13.9)

Consultant shall design of bent cap and reinforcement including bar bending details, quantities and determination of pile/shaft loads, tie-back forces.

#### 12.2.9. End Bent Plan and Elevation (SHE Activity 13, Task No. 13.10)

Consultant shall develop the End Bent Plan and Elevation.

#### 12.2.10. End Bent Details (SHE Activity 13, Task No. 13.11)

Consultant shall develop the End Bent details for wingwalls, pedestal details, sections, etc.

### **Pier Design and Plans for Bridge 1**

#### 12.2.11. Pier Geometry (SHE Activity 13, Task No. 13.17)

Consultant shall design bent geometry, including beam seat elevations, pile layout, cut-offs, and bearing pad locations.

12.2.12. Pier Structural Design (SHE Activity 13, Task No. 13.19)

Consultant shall design pier cap, column, footing, dimensions and reinforcement including bar bending details, quantities and determination of pile/shaft loads, including Straddle pier and hammerhead with potential integral pier.

12.2.13. Pier Plan and Elevation (SHE Activity 13, Task No. 13.20)

Consultant shall develop the Pier Plan and Elevation.

12.2.14. Pier Details (SHE Activity 13, Task No. 13.21)

Consultant shall develop the Pier details for pedestal details, sections, foundation details, aesthetic details, etc.

**Miscellaneous Substructure Design and Plans**

12.2.15. Foundation Layout (SHE Activity 13, Task No. 13.22)

Consultant shall develop foundation layout and notes. Installation table information from geotechnical input.

**Superstructure Deck Design and Plans**

12.2.16. Finish Grade Elevation (FGE) Calculation (SHE Activity 13, Task No. 13.23)

Consultant shall develop top of deck and approach slab finish grade elevations.

12.2.17. Finish Grade Elevations (SHE Activity 13, Task No. 13.24)

Consultant shall provide cross-sections, schematic plan, FGE table.

12.2.18. Bridge Deck Design (SHE Activity 13, Task No. 13.25)

Consultant shall design interior and cantilever deck reinforcement.

12.2.19. Bridge Deck Reinforcing and Concrete Quantities (SHE Activity 13, Task No. 13.26)

Consultant shall develop deck reinforcement details and quantities.

12.2.20. Superstructure Plan (SHE Activity 13, Task No. 13.28)

Consultant shall include plan views with bar layout and spacing, barrier joint, light pilaster locations, drain locations, embedded conduit layout, etc. for curved bridge.

12.2.21. Superstructure Section (SHE Activity 13, Task No. 13.29)

Consultant shall include cross-section showing concrete deck reinforcement and diaphragms (where necessary).

12.2.22. Miscellaneous Superstructure Details (SHE Activity 13, Task No. 13.30)

Consultant shall include concrete diaphragm sections (where necessary), reinforcement around deck appurtenances, SIP forms, etc.

**Reinforcing Bar Lists**

12.2.23. Preparation of Reinforcing Bar List (SHE Activity 13, Task No. 13.31)  
Consultant shall develop rebar table.

**Simple Span Concrete Design**

12.2.24. Prestressed Beam (SHE Activity 13, Task No. 13.49)  
Consultant shall develop Interior and Exterior Prestressed Beam design per span.

12.2.25. Prestressed Beam Schedules (SHE Activity 13, Task No. 13.50)  
Consultant shall compute and complete the elements of the prestressed beam table of variables.

12.2.26. Framing Plan (SHE Activity 13, Task No. 13.51)  
Consultant shall develop detail framing plan for a curved bridge.

**Beam Stability**

12.2.27. Beam/Girder Stability (SHE Activity 13, Task No. 13.52)  
Consultant shall evaluate beam/girder stability for construction wind loads.

**Bearing**

12.2.28. Bearing Pad and Bearing Plate Design (SHE Activity 13, Task No. 13.53)  
Consultant shall perform non-standard bearing pad/plate design.

12.2.29. Bearing Pad and Bearing Plate Details (SHE Activity 13, Task No. 13.54)  
Consultant shall perform non-standard bearing pad/plate details.

**Load Rating**

12.2.30. Load Ratings (SHE Activity 13, Task No. 13.55)  
Consultant shall perform Load Rating as per FDOT standard.

12.3. Structures - Miscellaneous (SHE Activity 18)

The Consultant shall prepare plans for Miscellaneous Structure(s) as specified in Section 12 Structures (SHE Activity 18).

**Concrete Box Culverts**

12.3.1. Concrete Box Culverts (SHE Activity 18, Task No. 18.1)  
Consultant shall design and detail special wingwalls, pipe openings, handrail attachments and construction phasing.

12.3.2. Concrete Box Culvert Data Table Plan Sheets (SHE Activity 18, Task No. 18.3)  
Consultant shall include production of data table plan sheets. 2 box culverts per sheet.

12.3.3. Concrete Box Culvert Special Details Plan Sheets (SHE Activity 18, Task No. 18.4)  
Consultant shall develop special details plan sheets.

#### **Mast Arms**

12.3.4. Mast Arms (SHE Activity 18, Task No. 18.9)  
Consultant shall gather and analyze information. Run Mathcad program. Check Clearances. Prepare construction plans.

12.3.5. Mast Arms Data Table Plan Sheets (SHE Activity 18, Task No. 18.10)  
Consultant shall include production of data table plan sheets. 6 mast arms per sheet.

#### **Overhead Sign Structure**

12.3.6. Overhead Span Sign Structures (SHE Activity 18, Task No. 18.13)  
Consultant shall gather and analyze information. Run program. Check Clearances. Prepare construction plans. Design foundations.

12.3.7. Overhead Sign Structures Data Table Plan Sheets (SHE Activity 18, Task No. 18.17)  
Consultant shall include production of data table plan sheets. 5 structures per sheet.

### **13. Signing and Pavement Markings Analysis (SHE Activity 19)**

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.

The Consultant shall perform FDOT and MUTCD compliant signing and pavement markings within the Project limits affected by constructions and TTCP lane shifts. Consultant shall design multi-post signs for way finding ahead of Spangler and Eisenhower Security Check Points as noted below:

- 1 sign from the western approach of the Project (US-1/ Federal Hwy)
- 1 sign from northern approach of the Project (Eisenhower Blvd.)
- 1 sign at the SE 20<sup>TH</sup> Street eastern approach of the Project
- 3 signs along Spangler Blvd. (service/frontage road circulation)

#### **13.1. Traffic Data Analysis (SHE Activity 19, Task No. 19.1)**

The Consultant shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings and perform queue analysis.

#### **13.2. Signing and Pavement Marking Master Design File (SHE Activity 19, Task No. 19.3)**

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

#### **13.3. Multi-Post Sign Support Calculations (SHE Activity 19, Task No. 19.4)**

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

#### 13.4. Sign Panel Design Analysis (SHE Activity 19, Task No. 19.5)

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

#### 13.5. Quantities (SHE Activity 19, Task No. 19.7)

Consultant shall include all work required to determine the quantities for each plan sheet.

### 14. Signing and Pavement Markings Plans (SHE Activity 20)

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 sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Typical Details, Guide Sign Work Sheets, and Cross Sections.

### 15. Signalization Analysis (SHE Activity 21)

Consultant shall design new signals at the proposed intersections of Eisenhower Boulevard and SE 22<sup>nd</sup> Street; Spangler Boulevard Security Checkpoint for rejected vehicles U-Turn crossing; and Spangler Boulevard at Service Road. Consultant shall design signal modifications at the intersections of Eisenhower Boulevard/Port Everglades By-Pass Road and SE 20th Street; and Spangler Boulevard and Eisenhower Boulevard.

A proposed pedestrian crossing will be provided across the south leg of the intersection of Spangler Boulevard and Eisenhower Boulevard. This new pedestrian crossing will require the installation of post mounted pedestrian signals on both sides of Eisenhower Boulevard.

The Consultant shall ensure that the design maintains two (2) existing Traffic Monitoring Sites: ahead of the security check points.

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

#### 15.1. Traffic Data Analysis (SHE Activity 21, Task No. 21.2)

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

#### 15.2. Systems Timings (SHE Activity 21, Task No. 21.4)

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

#### 15.3. Reference and Master Signalization Design File (SHE Activity 21, Task No. 21.5)

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

#### 15.4. Overhead Street Name Sign Design (SHE Activity 21, Task No. 21.7)

The Consultant shall design Signal Mounted Overhead Street Name signs.



#### 15.5. Pole Elevation Analysis (SHE Activity 21, Task No. 21.8)

The Consultant shall determine pole elevations at proposed pole locations.

#### 15.6. Traffic Signal Operation Report (SHE Activity 21, Task No. 21.9)

Consultant shall perform all effort to develop full traffic signal report.

#### 15.7. Quantities (SHE Activity 21, Task No. 21.10)

Consultant shall include all work required to determine the quantities for each signalized intersection, traffic monitoring site and pedestrian crossing.

#### 15.8. Field Reviews (SHE Activity 21, Task No. 21.14)

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
- Controller Timing Data

### 16. Signalization Plans (SHE Activity 22)

The Consultant shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Traffic Monitoring Site, Guide Sign Worksheet, Special Details, Special Service Point Details, Mast Arm/Monotube Tabulation Sheet, TTCP Signal (Temporary) , and Temporary Detection Sheet.

### 17. Lighting Analysis (SHE Activity 23)

New light poles are to be constructed along the elevated sections of the proposed Bypass Road and within the limits of construction. LED type luminaires shall be used for the proposed Bypass Road. The condition of the existing concrete light poles within the Project limits but outside the limits of construction will have to be evaluated to consider their replacement with luminaire upgrades to LED fixtures.

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

#### 17.1. Voltage Drop Calculations (SHE Activity 23, Task No. 23.3)

The Consultant shall submit voltage drop calculations showing the equation(s) 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 County. The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

#### 17.2. FDEP Coordination and Report (SHE Activity 23, Task No. 23.4)

The Consultant shall include all effort to coordinate with the Florida Department of Environmental Protection (DEP) for review and submittal of report to include provisions for preventing disorientation of sea turtles as required per DEP.

#### 17.3. Reference and Master Design Files (SHE Activity 23, Task No. 23.5)

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

#### 17.4. Temporary Highway Lighting (SHE Activity 23, Task No. 23.6)

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.

#### 17.5. Design Documentation (SHE Activity 23, Task No. 23.7)

The Consultant shall submit 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:

- Structural calculations for special conventional pole concrete foundations.
- Correspondence with the power company concerning new electrical service.

#### 17.6. Quantities (SHE Activity 23, Task No. 23.8)

Consultant shall determine the quantities for each plan sheet included on the various quantity sheets.

#### 17.7. Field Reviews Quantities (SHE Activity 23, Task No. 23.12)

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

### 18. Lighting Plans (SHE Activity 24)

The Consultant shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Pole Data, Legend & Criteria, Service Point Details, Project Layout, Plan Sheet, Special Details, Temporary Highway Lighting Detail Sheets, and Temporary Highway Lighting Plan Sheets.

## 19. Landscape Analysis (SHE Activity 25)

The Consultant shall develop the Landscape plans in coordination with the County, Port Everglades, and as required by Broward County EPGMD Tree Removal Permit. The Consultant shall design a Landscape plan that is not conflicting with existing and/or proposed underground utilities including but not limited to FDOT lighting, drainage and Intelligent Transportation Systems (ITS). The Consultant shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### 19.1. Data Collection (SHE Activity 25, Task No. 25.1)

All research required to collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other Project data.

### 19.2. Site Inventory and Analysis for Proposed Landscape (SHE Activity 25, Task No. 25.2)

Includes identification of opportunities and constraints for the proposed landscape Project based on existing site conditions. Identify available planting areas for nursery landscape material. Summary of analysis, if required, is included in conceptual design. Roll plots may be required.

#### 19.2.1. Selective Clearing and Grubbing Site Inventory (SHE Activity 25, Task No. 25.2a)

Collect existing vegetation field data. It is anticipated all impacted trees and shrubs will be removed.

#### 19.2.2. Inventory and Analysis (SHE Activity 25, Task No. 25.2b)

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/Port may be necessary. Additionally, coordination with the Broward County EPGMD for Tree Removal Licensing requirements. Includes analysis of vegetation and existing site conditions. Summary of analysis is included in conceptual design.

#### 19.2.3. Vegetation Disposition Plan-Mainline (SHE Activity 25, Task No. 25.2c1)

Includes preparation of the design plan outlining the requirements for the removal, relocation, and protection of remaining trees located within the project boundaries.

### 19.3. Outdoor Advertising (SHE Activity 25, Task No. 25.11)

Consultant shall coordinate with Port Everglades for wayfinding signs. Includes all work required to determine locations of all outdoor advertising permitted within the roadway Project limits. Includes all work required to determine the proposed view zones and the supporting documentation.

## 20. Landscape Plans (SHE Activity 26)

The Consultant shall prepare a set of Landscape Plans which includes the following: Key Sheet, Tabulation of Quantities, General Notes, Tree and Vegetation Protection and Relocation Plans and Tree Disposition Plans, Planting Plans for Linear Roadway Projects, Planting Details and Notes, and Landscape Maintenance Plan.

Included with the Landscape Maintenance Plan, the Consultant shall include a written plan for care and maintenance of the plants and beds, after the establishment period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the local government entity who assumes the maintenance obligation.

## 21. Survey (SHE Activity 27)

The design survey has been provided by County with the solicitation documents. Consultant shall verify survey data. Verify outfalls along the coast. Consultant may need divers to get that information. The Consultant shall be responsible for mapping existing utilities within areas of proposed structures, drainage and other sub-surface features (Subsurface Utility Exploration) and tree inventory (Vegetation 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.

### 21.1. Underground Utilities (SHE Activity 27, Task No. 27.10)

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. 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.

The Consultant shall provide utility designation within the following limits starting at the bull nose, which is East of US1 and continues east along SW 24th Street to Eisenhower Blvd. Utility designation will continue along Eisenhower Blvd North to approx. 250' North of SW 20th St. Extend utility designation west down SE 20 Street approx. 325' and approx. 150' west down SE 22nd Street. All designation are from ROW to ROW (extend 10' past apparent ROW).

### 21.2. Outfall Survey (SHE Activity 27, Task No. 27.11)

Locate all above ground features and improvements for the limits of the Project by collecting the required data for the purpose of a DTM. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. Consultant shall locate, follow, shoot, and document the outfalls path and identify its location and size.

## 22. Architecture Development – Security Checkpoint (SHE Activity 31)

Consultant shall design replacement of the 2 lane/booth security checkpoint along Spangler Blvd. using the Eisenhower Blvd. security checkpoint plans as a template (plan set titled SCCSIP\_ Updated Plan Set\_04-14-15.pdf provided by County). At a minimum, the design shall include:

- Canopy structure design

- Lighting, electrical, plumbing, lane control gate and communications infrastructure design
- Lane control signal
- Roadside barriers and crash cushions design
- Architectural schematic design for installation of prefabricated building structures for:
  - Security booth (one for each lane)
  - Bathroom
  - Storage room
  - Node room

The Consultant shall create a 3D model as part of the design. The model must be converted into 2D to print the construction documents.

### 22.1.1. PHASE I - 30% Design Development

After receipt of written authorization to proceed from the County and based on the approvals and any authorized adjustments to the project scope, schedule or budget, the Design Professional shall prepare, submit and present for approval by the County, Phase I (30%) documents, comprised of, but not limited, to the following:

#### Documents

- Architectural and Civil site plan(s) showing, in addition to site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
- A statement on the site plan signed and dated by the Design Professional or his designated subconsultant, including identifying the number of existing trees, the number and size of required trees, and the number of proposed trees to be planted, and other relevant features.
- Soil testing results including a copy of the Geotechnical Engineer's report on the site, and proposed method of treatment when unusual soil conditions or special foundation problems are indicated.

Drawing(s) to include as a minimum, the following deliverables:

- Floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines, and which indicates project phasing as applicable to the Scope.
- Floor plans drawn at 3/32 inch or larger scale showing typical occupied spaces or special rooms with dimensions, sanitary facilities, stairs, elevators, identification of accessible areas for the disabled and other program requirements.
- Floor plans drawn at 3/32 inch or larger scale showing typical spaces or special rooms with dimensions, indicating door and window layouts and other relevant features.
- For alterations or additions to an existing facility: Indicate the connections and tie ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition and show demolition plans of areas to be removed.
- Furniture and Equipment plans drawn at 1/8 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts and other relevant features.
- Reflected ceiling plans for canopy structure drawn at 3/32 inch or larger scale showing typical spaces with dimensions, major lighting equipment.
- Roof and miscellaneous plans to be drawn at 3/32 inch or larger scale showing dimensioned features penetrations, equipment and other relevant features.

- Security Checkpoint booths are all pre-fabricated pre-engineered structures by others. Drawings shall be provided with design schedule milestones as needed to maintain progress design for utility services to such booths and for permit, which must be signed and sealed by booth provider's Florida Professional Engineer.
- Plumbing drawings for pre-engineered pre-fabricated structure limited to water sanitary & service connections to each booth as applicable, storm drainage for canopy structure, fixture unit calculations, isometrics & storm riser.
- All exterior building elevations to illustrate and indicate the scale, finish, size and fenestration of the facility.
- Sufficient building and wall sections to show dimensions, proposed construction material, and relationship of finished floor to finished grades.
- Preliminary Structural Drawings to include foundation and roof framing plans with sections indicating framing systems, connections and foundations.
- Mechanical Drawings not applicable since it is a pre-engineered and pre-fabricated structure.
- Electrical Drawings for pre-engineered pre-fabricated structure limited to power connection to each booth at electrical panel provided by others included with each booth, lighting layouts for concrete canopy structure. Show location of electrical, service feeding the booths and canopy lighting. Also show locations of gate arm motors.

Life Safety plans to show exit strategy, rated doors, emergency wall openings, range and fume hoods, eye wash, emergency showers, ramps, vertical lifts, and other relevant features.

- By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life safety equipment relevant to the facility.
- By symbol, indicate connections and tie ins to existing equipment.

For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:

- Floor plans of proposed vertical platform lifts including layout drawings showing corridor widths and exiting from the affected facility.
- Sketches of proposed inclined wheelchair lift to include layout drawings showing clear and affected areas of the following conditions stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the means of egress from the affected areas of the facility.

Outline Specifications only for systems associated with Canopy Structure and feeding pre-engineered pre-fabricated booths.

- Organized to conform to the formats for outline specifications as established by the Construction Specifications Institute's current edition of Master Format on the date of execution of the Contract.
- Complete for Divisions 2 through 28 for finishes, material, and systems including structural, electrical, plumbing and specialty items, including, alarm systems, electronic controls and computer networking components.

Other Requirements

- For Canopy Structure over booths only, the Design Professional shall advise the County of any adjustments to the budget and shall submit a fully detailed Phase I estimate of probable construction cost projected to the expected time of bid, and containing sufficient detail to provide

information necessary to evaluate compliance with the Construction Budget set for this project. Format estimate and provide detail matching the organization and content of the Project's Outline Specifications complete for Divisions 2 through 16.

- Provide an updated project development schedule reflecting development and anticipated schedules for all subsequent project activities.
- Preliminary color boards to review two color selection schemes.

Staff from each of the Design Professional's major technical disciplines, and subconsultants shall attend coordination, review and presentation meetings with the County to explain the design concept and technical resolution of their respective building or site systems.

The Design Professional shall submit five (5) sets of all documents required under this phase without additional charge, for approval by the County. The Design Professional shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

#### 22.1.2. PHASE II - 60% Documents

After written Authorization to Proceed from County and based on the approved Phase I documents, and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by County, the Design Professional shall prepare for approval by County, Phase II (60% Construction) Documents setting forth in detail the requirements for the construction. The Design Professional is responsible for the full compliance of the design with all applicable codes. Phase II documents comprised of, but not limited to, the following:

##### Documents

- Calculations: Provide preliminary calculations for structural, and electrical, systems.

##### Drawings

- Site Plan(s) and detailing which, in addition to the Phase I requirements, indicate the following:
- Spot elevations, based on the civil grading plan, for the perimeter of the new construction, sidewalk, or any other areas pertinent to the drainage of rainwater.
- Location of storm water service for new construction roof drainage.
- Final location for manholes, handholds, and pull boxes.
- Layout of underground distribution systems (normal power, intercommunication, television, telephone, security, control and spares).
- Locations of all site improvements, playground and equipment, street furniture, planters and other features.
- Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.

A plan to delineate staging areas, site barriers, and other area designations to control the public from construction activities and traffic.

Landscape plans and details including, a plant list clearly noted and cross-referenced, details for shrub and tree plantings, identification of plants and trees to remain, to be removed or relocated, and other necessary documentation.



Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation.

Floor plans to include the following:

- All dimensions and any cross references explaining the extent of work, wall types, or other component, assembly or direction regarding the construction.
- Wall chases, floor drains and rainwater leaders.
- Show structural tie columns and coordinate with the floor plan.
- Cross referenced interior elevations.
- Delineate and note all built in cabinetry or equipment.
- Identify room and door numbers with all doors having individual numbers.

Demolition Plans

- Indicate required demolition activities.
- Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate in drawings depicting new construction.
- Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements,
- Include notes dealing with protection of existing areas as a result of demolition.
- Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation height, and other building features.

Building and wall sections to establish vertical controls and construction types. Include clear graphic, and notes on construction assemblies and systems to be used, dimensions, heights. Provide, associated detailing to delineate solutions for difficult connections.

Reflected ceiling plans for canopy structure to indicate light fixture types. Delineate and detail any dropped soffits or joint conditions between different materials where applicable. Coordinate with architectural, electrical, and plumbing disciplines.

Roof Plans

- Indicate all roof penetrations, including drains, scuppers, exhaust fans, and any other equipment on the roof. Show direction of roof slopes with elevations at the high and low points, type of roofing system to be used, expansion joints, typical parapet, and flashing details.
- Provide dimensions to locate all penetrations and cross-reference details.

Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the project. Include clear graphics and notes on construction assemblies and systems to be used, and dimensions and heights. Provide associated detailing to delineate solutions for difficult connections.

Interior elevations of all rooms including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment, and accessories.

Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware, and other construction characteristics.

Details of the following:

- Door jamb, head and sill conditions.
- Wall and partition types.
- Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.
- Interior and exterior expansion control connections.
- Any other specialized items necessary to clearly express the intent of the project design.

Room finishes and door schedules coordinated with the floor plans, developed to 60% completion. Security checkpoint booths are all pre-fabricated pre-engineered structures by others. Drawings for which shall be provided with design schedule milestones as needed for coordination and to maintain progress design for utility services to such booths and for permit, which must be signed and sealed by booth provider's Florida Professional Engineer.

#### Structural Drawings

Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

- Provide General Structural Notes, and Allowable Wind Pressure diagram.
- Provide a foundation plan with auger-cast concrete piles and concrete pile caps.
- Provide ground concrete slab and round concrete columns plan.
- Provide a canopy roof-framing plan with pre-cast concrete girders, pre-cast keystone joists, and one-way concrete slab with 3 to 4 feet overhangs along edges.
- Further-develop the building and detail sections to convey the framing and connections intent of the design.
- Provide pile-cap, column, and beam schedules.

Mechanical Drawings not applicable since it is a pre-engineered and pre-fabricated structure.

#### Electrical

Provide drawings for the following systems:

- Lighting only for Canopy Structure including, schedule, circuiting and luminaire identification and switching.
- Power systems for service to each pre-engineered pre-fabricated booth, gate arms and Canopy Structure lighting. Provide riser diagrams limited to the aforementioned electrical systems
- Panel schedule may be in preliminary form but circuitry must be included.
- Applicable installation details.
- General legend and list of abbreviations.

- Voltage drop computations for all main feeders.
- Short circuit analysis
- Provide 1/2" scale floor plan and elevations for electrical service feeding pre-engineered pre-fabricated booths.
- Indicate surge protector for main switchboard and electrical panels.

#### Plumbing

Provide drawings for the following systems:

- Water and sanitary service connections for pre-engineered pre-fabricated booth, storm drainage for Canopy Structure
- Isometrics
- Storm riser

Specifications only for systems associated with Canopy Structure and feeding pre-engineered pre-fabricated booths

- Provide preliminary Project Manual including front-end documents.
- Provide a preliminary Division 1 based upon the standard documents provided by the County and edited by the Design Professional after consultation with the County to establish specific requirements.
- Include progress set of all other Sections in Divisions 2 through 28 with each section developed to demonstrate to the County an understanding of the Project and an appropriate level of developmental progress comparable to that of the drawings.
- Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of Master Format with each section developed to include CSIs standard 3 part section and page formats with full paragraph numbering.

The consultant shall update the project schedule, including permitting and submittal coordination with all agencies, phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, County occupancy, and all other significant events.

Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the County, and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the contract documents.

A letter from the Design Professional and each of the major technical disciplines and any necessary subconsultants or explaining how each previous comment concerning the project has been addressed or corrected.

Staff from each of the Design Professional's major technical disciplines, and subconsultants shall attend coordination, review and presentation meetings with the County to explain the design concept and technical resolution of their respective building or site systems.

The Design Professional shall submit five (5) sets of all documents required under this phase without additional charge, for approval by the County. The Design Professional shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

### 22.1.3. PHASE III - 100% Construction Document Submittal

After written Authorization to Proceed from County and based on the approved Phase II documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by County, the Design Professional shall prepare for approval by County, Phase III (100% Construction) Documents setting forth in detail the requirements for the construction. The Design Professional is responsible for the full compliance of the design with all applicable codes. Phase III documents are to be comprised of, but not limited to, the following:

#### General Requirements

- Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional.
- Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record as follows: "To the best of my knowledge and belief these drawings, and the Project manual are complete, and comply with the Department of Transportation Requirements".
- Submit engineering calculations for electrical, and structural systems in a separately bound manual.

#### Drawings

The drawings shall include all previous phase review requirements, and the Phase III 100% document requirements specified above, along with the following:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, electrical, plumbing, civil/structural, and architectural site plans:
- Drawings include at a minimum, the following:
- Key sheets including a table of contents and statement of compliance by the design professional. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
- Architectural drawings including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- Security Checkpoint booths are all pre-fabricated pre-engineered structures by others. Drawings for which shall be provided with design schedule milestones as needed for coordination and to maintain progress design for utility services to such booths and for permit, which must be signed and sealed by booth provider's Florida Professional Engineer.
- Civil/Structural drawings including paving, traffic loops, service drives, parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
- Mechanical: N/A (pre-engineered pre-fabricated structure)
- Electrical drawings limited to service feeding Canopy Structure and pre-engineered pre-fabricated booths including floor plans; details; riser diagrams, and fixture and panel schedules.
- Plumbing drawings limited to roof drainage of Canopy Structure and water/sanitary connections feeding pre-engineered pre-fabricated booths as applicable including floor plans; details; riser diagrams, and fixture schedules as applicable.
- FEEC/LCCA: N/A (pre-engineered pre-fabricated structure)

Staff from each of the Design Professional's major technical disciplines, and subconsultants shall attend coordination, review and presentation meetings with the County to explain the design concept and technical resolution of their respective building or site systems.

The Design Professional shall submit five (5) sets of all documents required under this phase without additional charge, for approval by the County. The Design Professional shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

#### 22.1.4. PHASE IV Final Construction Document Submittal

After written Authorization to Proceed from County and based on the approved Phase III documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by County, the Design Professional shall prepare for approval by County, Phase IV (Final Construction) Documents setting forth in detail the requirements for the construction: The Design Professional is responsible for the full compliance of the design with all applicable codes. Phase IV documents are to be comprised of, but not limited to, the following:

##### General Requirements

- This submittal is the official record set and shall be the bid documents.
- Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record as follows: "To the best of my knowledge and belief these drawings, and the Project manual are complete, and comply with the County Requirements".
- Submit engineering calculations for, electrical, and structural systems in a separately bound manual.

##### Drawings

The drawings shall include all previous phase review requirements, and the Phase IV final document requirements specified above, along with the following:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans:
- Key sheets including a table of contents and statement of compliance by the design professional. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
- Architectural drawings including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- Security Checkpoint booths are all pre-fabricated pre-engineered structures by others. Drawings for which shall be provided with design schedule milestones as needed for coordination and to maintain progress design for utility services to such booths and for permit, which must be signed and sealed by booth provider's Florida Professional Engineer.
- Structural drawings including foundation plans; ground floor plans; roof plans; sections; details; and, pile-cap beam and column schedules.
- Mechanical Drawings not applicable since it is a pre-engineered and pre-fabricated structure.
- Electrical drawings limited to service feeding Canopy Structure and pre-engineered pre-fabricated booths including floor plans; details; riser diagrams, and fixture and panel schedules.

- Plumbing drawings limited to roof drainage of Canopy Structure and water/sanitary connections feeding pre-engineered pre-fabricated booths as applicable including floor plans; details; riser diagrams, and fixture schedules as applicable.

Upon completion of the Final Construction Documents, the Design Professional shall submit to the County five (5) copies of the Drawings, Specifications, reports, programs, a final updated project development schedule, a final updated Statement of Probable Construction Cost and such other documents as reasonably required by County.

All documents for this phase shall be provided in both hard copy and in electronic media. The County will approve Phase IV documents for submission to the County for review and approval.

### 23. Noise Barriers (SHE Activity 32)

Consultant shall design an eight (8) foot shoulder mounted noise barrier (per FDOT standards) along Project limits.

### 24. Intelligent Transportation Systems Analysis (SHE Activity 33)

The Consultant shall perform an ITS Analysis (SHE Activity 33) and provide design plans (SHE Activity 34) for the following ITS Improvements and tasks:

- Replacement of existing Dynamic Message Signs (DMS) within the footprint of Spangler Boulevard checkpoint.
- Coordination with wayfinding signage with Port Everglades.
- Design five (5), 2-inch conduit communication backbone along the Project corridor between the two check points. The conduits will be allocated as follows: 2 conduits for fiber optics, 1 for power, and 2 for spare.
- At the relocated check point on Spangler Blvd., the design will replicate the existing ITS/security device configuration using Eisenhower Boulevard Security Checkpoint Plans as a template (plan set titled SCCSIP\_ Updated Plan Set\_04-14-15.pdf provided by County). Anticipated design includes 7 surveillance/security CCTV, 2 plate reading CCTV, 2 roadside CCTVs, 1 butterfly DMS, 2 lane control signals, 2 control gates, in addition to the CCTVs at the security checkpoint.

For all Projects with ITS activities, the Consultant shall follow Sea Port requirements and use a Systems Engineering approach for determining the requirements for the Project. The Consultant shall develop all necessary documents to support Sea Port security and communications operations.

Based on the discussions with the County and Port Everglades, the following items shall be address in the Project design:

- Design of new CCTV sites to establish continuous video for security surveillance along the Port Everglades Bypass Road alignment. Number and location of CCTV camera sites shall be decided during the design.
  - Tentative CCTV camera site locations are as follows:
    - Approximately at profile high point near Bridge 1, ground mounted concrete pole in accordance with FDOT Standard Plans Index 641-020, contingent to Port Specifications for mounting height

- Approximately at profile high point near Bridge 2, ground mounted concrete pole in accordance with FDOT Standard Plans Index 641-020, contingent to Port Specifications for mounting height
- Approximately at the 90-degree curve along Port Everglades By-Pass Road near the northwest corner of the intersection of Spangler Blvd. and Eisenhower Blvd., ground mounted concrete pole in accordance with FDOT Standard Plans Index 641-020, contingent to Port Specifications for mounting height
- Along Port By-Pass/Spangler Blvd. south of the intersection of Spangler Blvd. and Eisenhower Blvd., ground mounted concrete pole in accordance with FDOT Standard Plans Index 641-020, contingent to Port Specifications for mounting height
  - Each CCTV site location will be equipped with two (2) cameras, contingent to Port specifications for cameras
  - CCTV site spacing assumed to be 1000-ft, contingent to Port specifications for camera, and camera mounting height
- Design Fiber Optic communication drop to the ITS cabinet at individual CCTV sites.
- Design Power service drop to the ITS cabinet at each CCTV site.

The Consultant shall analyze and document Intelligent Transportations System (ITS) Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, existing ITS standard operating procedures, strategic plans, Florida's SEMP guidelines, National and regional ITS architectures, and current design memoranda.

In instances where the Consultant performs analysis or prepares the design packages for the deployment of ITS, the Consultant will not be allowed to compete as a proposing firm or participate as a subconsultant to a proposing firm during subsequent advertisements involving work performed under this contract.

#### 24.1. ITS Analysis (SHE Activity 33, Task No. 33.1)

The Consultant shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify impacts to existing ITS components (if applicable). The Consultant shall use County and FDOT requirements and guidelines, including, but not limited to, the FDM, Standard Plans, and Standard Specifications for Road and Bridge Construction in the design of ITS. The Consultant design is expected to include the following attributes, facilities, infrastructure, ITS devices, systems, and associated work:

All ITS devices shall be compatible with the latest version of the National Transportation Communications for ITS Protocol (NTCIP) as required by the County and Sea Port and compatible with the existing central operating software platform.

The Consultant shall design the Project such that all ITS field devices and ancillary components comply with the County and Sea Port's existing ITS/Security system.

CCTV camera system shall provide 100 percent coverage of the relocated security checkpoint site along Spangler Boulevard. Cameras shall be designed to meet the surveillance and security requirements, as approved by the County and Sea Port.



DMS at the Spangler Blvd checkpoint shall be relocated to meet the Project requirements. All FDOT FDM requirements shall be met for DMS location. DMS location shall be coordinated with Sea Port.

The Consultant shall coordinate with County and Sea Port for additional information regarding existing system maintenance and Operational Procedures (If desired by the County and Sea Port).

#### Closed Circuit Television (CCTV) Camera Assembly

The Consultant shall be responsible for the design and exact field locations for the camera assemblies.

The camera subsystem shall be designed to provide benefits such as the monitoring of security surveillance of critical infrastructure elements. Each site shall be designed for overall monitoring capability, as well as designed to provide safe and effective maintenance conditions.

The camera assembly deployment shall be designed to provide fields of view that give the required checkpoint coverage.

The camera system design shall ensure that the video quality is not degraded due to wind or vibration. The Consultant shall prepare elevation view showing details of horizontal and vertical clearances of the proposed equipment with identified utilities.

The Consultant shall be responsible for the design of the grounding system based on FDOT criteria.

#### Dynamic Message Sign Subsystem

The Consultant shall be responsible for the design of the DMS subsystem for the roadway facilities. The position of the relocated DMS shall be finalized during the design phase of the Project. The Consultant shall select DMS technology, type, and display to meet the County's and Sea Port's requirements.

The Consultant shall locate the DMS to satisfy the required sign functionality and to provide the required visibility of the signs. The Project communications system shall enable full control of the DMS from the Sea Port facilities. All DMS hardware, software and related infrastructure components shall be fully compatible with Sea Port software. The Consultant shall perform a view analysis to determine optimal placement of the relocated DMS in the vicinity of Spangler Boulevard checkpoint.

The Consultant shall design support structures to accommodate the specified DMS to meet the design functional, operational, and maintenance requirements.

The DMS shall be designed in accordance with the latest version of FDOT Standard Specifications for Road and Bridge Construction, Supplemental Specification 700.

All Highway Signing, including Dynamic Message Signs, shall comply with the latest version of FDOT Standard Specifications for Road and Bridge Construction, Specification 700.

#### 24.2. Communications (SHE Activity 33, Task No. 33.2)

The Consultant shall be responsible for the development of a communications plan to determine the optimal communications medium for the Project corridor. The plan shall be developed prior to submittal of Phase I plans. The plan shall identify communications media alternatives and provide a

cost estimate that includes initial, operations and maintenance cost for the life cycle of the communications network. The plan shall ensure that video, voice, and data will be communicated in real-time between center to-field and center-to-center (C2C) nodes as applicable. The communications system design must utilize non-proprietary, open-architecture, standards-based, robust, scalable, and proven technology. The communication plan analysis shall address communication and connections between field devices, communications and connections between field devices and the Sea Port, center-to-center communications between Sea Port, and any other communication links or connections required to meet Project goals. The plan must include bandwidth analysis and recommendations, needs assessment, and provide recommendations regarding minimum requirements, media, network devices, protocols, network topology, communication redundancy, future needs, spare capacity, and any communications or data sharing with other agencies.

After approval of the plan, the Consultant shall submit a revised plan including a detailed design analysis for each submittal. The Consultant's communications design shall include multiple redundant paths for each location, which allows for automatic switching of communications path onto a secondary path, if the primary path is impacted (if desired by the County and Sea Port).

The communications system components shall be in accordance with Sections 630, 633, and 635 of the latest FDOT Standard Specifications for Road and Bridge Construction (online edition). The Consultant shall coordinate with the Sea Port and adjacent previous Project at Eisenhower Blvd. checkpoint for a complete and redundant communications with the existing field and central system

#### 24.3. Grounding (SHE Activity 33, Task No. 33.3)

The Consultant shall be responsible for a complete and reliable grounding design as required per NEC.

The grounding system shall be designed in accordance with the latest version of the FDOT Standard Specifications for Road and Bridge Construction, Specification 620. All efforts to complete this task are included in Architecture Development and Lighting Activities.

#### 24.4. Power Subsystem (SHE Activity 33, Task No. 33.4)

The Consultant shall be responsible for an electrical design in accordance with all NEC requirements. No solar power should be utilized as a power solution for the Project unless otherwise approved by the County. To enhance power reliability, the Consultant shall design a power distribution system consisting of, at a minimum, underground power conduits and conductors, transformers, and all associated equipment. Power equipment shall be installed in areas to avoid wet locations. All connections and equipment shall be protected from moisture and water intrusion. The Consultant shall ensure that vandal resistant mechanisms for all electrical infrastructure shall be included as part of the Design.

The Consultant shall submit the power system design and voltage drop calculations for the power distribution system as part of phase II, III, and IV design submittals. The Consultant shall conduct a short circuit and protection coordination study for the designed power system and document the study as part of the power system design report. All efforts to complete this task are included in Architecture Development and Lighting Activities.

#### 24.5. Voltage Drop Calculations (SHE Activity 33, Task No. 33.5)

The electrical design shall address allowable voltage drops per the NEC. ITS system voltage drop calculations do not apply for any device cables between the ITS control node and downstream ITS devices, due to ITS cable runs all being within the 330' limit. The calculations shall document the length of each circuit, its load, the size conductor or conductors used and their ohm resistance values and the required voltages from the service point to the respective devices to maintain voltage drops with allowable limits. 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. Load analysis calculations shall be submitted. All efforts to complete this task are included in Architecture Development and Lighting Activities.

#### 24.6. Design Documentation (SHE Activity 33, Task No. 33.6)

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

- Computation books for all applicable items on plans.
- Three-way quantity check list
- Structural calculations for all structures
- Voltage drop calculations.
- Load analysis calculations.

All efforts to complete this task are included in Architecture Development and Lighting Activities.

#### 24.7. Existing ITS (SHE Activity 33, Task No. 33.7)

The Consultant shall research any required legacy system or system components that may be impacted by new work, such as: existing communications; existing types, numbers, locations, models, manufacturers, and age of ITS devices; as-built plans; existing operating software; existing center-to-field devices; and C2C communications and capabilities.

#### 24.8. Reference and Master ITS Design File (SHE Activity 33, Task No. 33.9)

The Consultant shall prepare the ITS design file to include all necessary design elements and the reference files for topo, R/W roadway, utilities files, etc. This effort includes the design and layout of proposed ITS devices, including but not limited to: CCTV within the relocated security checkpoint along Spangler Boulevard, DMS, conduit, cabinet-related pull boxes, service points, fiber optic sizing, and communications hubs. All existing ITS infrastructure shall be referenced to the new ITS plan sheets (if applicable).

#### 24.9. Reference and Master Communications Design File (SHE Activity 33, Task No. 33.10)

The Consultant shall prepare the communication design file to include all necessary design elements and all associated reference files as well as reference files of topo, R/W, roadway, utilities files, existing ITS communications infrastructure, etc. This effort includes design and layout of proposed communications conduit, cabinet, pull boxes, splice boxes, standard route markers, communications plan overview, fiber optic splicing, connections, communications hubs, etc.

#### 24.10. Quantities (SHE Activity 33, Task No. 33.13)

The Consultant shall include all work required to determine the quantities for all items, including ITS structures and devices, interconnect, and infrastructure (such as conduits, pull boxes, splice boxes, fusion splices, splice enclosures, etc.). This work effort shall include generating accurate quantities for computing the engineer's estimate as required by the District. Use digital submittal of plans as required by the County.

#### 24.11. Field Reviews

The Consultant shall conduct a field review for the required phase submittals. The review shall identify necessary data for all elements of the Project including, but not limited to, the following:

- Existing ITS Field Devices
- Device Make, Model, Capabilities, Condition / Age, Compliance with existing central operating system
- Condition of Structure(s), cabinets, and other above-ground infrastructure and devices
- Underground Infrastructure
- Proximity of other utilities
- Any other field reconnaissance as necessary to develop a complete ITS design package

### 25. Intelligent Transportation Systems Plans (SHE Activity 34)

The Consultant shall prepare a set of ITS Plans in accordance with the FDOT Design Manual that includes the following:

#### 25.1. Key Sheet (SHE Activity 34, Task No. 34.1)

The Consultant shall prepare the key sheet in accordance with the latest format depicted in the FDOT Design Manual.

#### 25.2. Summary of Pay Items Including Designer Interface Quantity Input (SHE Activity 34, Task No. 34.2)

The Consultant shall prepare CADD generated summary of Pay Items Sheet.

#### 25.3. Tabulation of Quantities (SHE Activity 34, Task No. 34.3)

The Consultant shall place pay item numbers, descriptions, quantities and grand totals on the tabulation sheet(s) and provide updating of the tabulation of quantities sheets during the design period.

#### 25.4. General Notes / Pay Item Notes (SHE Activity 34, Task No. 34.4)

The Consultant shall include all pertinent general notes and pay item notes as deemed fit and as established by the District.

#### 25.5. Project Layout (SHE Activity 34, Task No. 34.5)

The Consultant shall prepare Project Layout Sheets for the entire length of the project.

#### 25.6. Typical and Special Details (SHE Activity 34, Task No. 34.6)

The Consultant shall prepare typical and / or special details for conditions in the Project not addressed by the FDOT's Standard Plans for Design, Construction, Maintenance, and Utility Operations. The

Consultant shall prepare special details not addressed by FDOT Standard Plans, including block diagrams, hub cabinets, wiring diagrams, solar power service, and special mounting details.

#### 25.7. Plan Sheet (SHE Activity 34, Task No. 34.7)

The Consultant shall prepare the ITS plan sheets utilizing the Design file to include all necessary information related to the Project design elements and all associated reference files. The plan sheets shall include general and pay item notes and pay items. The plans shall depict the location of pull boxes, splice boxes, conduit runs and device locations with setbacks from the travel way. Devices shall be located by station and offset.

#### 25.8. ITS Communications Plans (SHE Activity 34, Task No. 34.8)

The Consultant shall prepare plans for the communications network. These plans shall consist of block diagrams, splicing diagrams, port assignments, wiring diagrams, and all other information necessary to convey the design concept to the contractor. These plans shall be included in the ITS plan set and be prepared in a manner consistent with immediately adjacent ITS Project installations (planned or installed).

The communication system shall be an open-architecture, non-proprietary, real-time, multimedia communications network. The communication system design must be compatible and completely interoperable with the existing systems.

The Consultant's design shall include protecting and maintaining the existing ITS infrastructure. For locations where existing ITS infrastructure is impacted, the Consultant's design shall include mitigation to minimize the downtime of existing system as per the County's and Sea Port's requirements.

The Consultant is responsible for the design of the communication infrastructure and its integration with the Sea Port communication system. The communication system must allow command and control as well as data and video transmission between the field devices and the Sea Port

The Consultant shall produce fiber optic cable splicing diagrams to show the connectivity of the fiber optic cable from its termini at field devices to the Sea Port system. The diagrams shall denote new and existing fiber routes, splices, and terminations involved in the work. The diagrams shall identify cables by size, tube color / number and stand colors / numbers. All cables shall be identified either by numbering system identified either by numbering system identified on the plans or by bounding devices. The diagrams shall denote the types of connectors in the patch panels.

#### 25.9. Fiber Optic Splice Diagrams (SHE Activity 34, Task No. 34.9)

The Consultant shall produce fiber optic cable splicing diagrams to show the connectivity of the fiber optic cable from its termini at field devices to the Sea Port system. The diagrams shall denote new and existing fiber routes, splices, and terminations involved in the work. The diagrams shall identify cables by size, tube color / number and stand colors / numbers. All cables shall be identified either by numbering system identified either by numbering system identified on the plans or by bounding devices. The diagrams shall denote the types of connectors in the patch panels.

#### 25.10. Lightning Protection Plans (SHE Activity 34, Task No. 34.10)

Includes 2 detail sheets: 1 sheet for ITS devices, 1 sheet for Lightning Protection on the security booth building.

#### 25.11. Strain Pole Schedule (SHE Activity 34, Task No. 34.14)

Includes the design of CCTV on Strain Poles.

#### 25.12. Overhead / Cantilever Sign Structure (SHE Activity 34, Task No. 34.15)

For overhead truss and cantilever mounted devices, the Consultant shall evaluate pertinent data and information to develop the layout for locating and mounting devices to the horizontal element of the structure, and coordinate the design of the structures with the roadway and structural engineers.

The Consultant shall be responsible for determining the overhead/cantilever structure requirements for proper installation of the DMS, viewing angle and site distance requirement as per Chapter 2e – Guide Signs-Freeways and Expressways in the Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation FDOT Design Manual (FDM) and all other applicable manuals and guidelines as per governing regulations.

#### 25.13. TTCP (SHE Activity 34, Task No. 34.17)

The Consultant shall prepare TTCP to minimize impact to traffic during the construction of ITS field devices and associated communications infrastructure that will be deployed along the Project corridor.

The TTCP shall strive to maintain and sustain center-to-field device connectivity and operability to the ITS field devices previously deployed along the Project corridor. The TTCP effort shall consider and mitigate the impacts of the Project's various construction phases so as to sustain center-to-field devices connectivity and operability, maintaining operational quality as a minimum at the level provided prior to construction start and minimizing down time as much as possible.

The Consultant shall coordinate with County and Sea Port for additional information regarding existing Incident Management and Operational Procedures.

### 26. Geotechnical (SHE Activity 35)

The Consultant shall provide geotechnical testing required for roadway, structures and drainage design as noted below:

#### **Geotechnical Field Investigation**

1. Bridge Bent/Pier Borings – Seven (7) Standard Penetration Test (SPT) borings to 100' each and three (3) SPT/Rock Core borings to 100' each.
2. Embankment Borings– Fifteen (15) SPT borings to 30' each.
3. Retaining Wall Borings– Twenty (20) SPT borings to 30' each.
4. Utilities/Stormwater Structures – Nineteen (19) SPT borings to 20 feet each.
5. Roadway Borings – 36 SPT borings to 12 feet each
6. Percolation /Exfiltration Tests – 12 tests at a depth of 15 feet each.
7. Environmental monitoring
  - a. A total of 16 temporary monitoring wells to 15 ft below ground surface at areas of known contamination.
  - i. A total of 16 groundwater samples would be analyzed for Volatile Organic Aromatics (VOA) and Volatile Organic Halocarbons (VOH) by EPA method 8260,

- Polycyclic Aromatic Hydrocarbons (PAH) by EPA method 8270, and Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO method.
- b. A total of 8 temporary monitoring wells to 15 ft below ground surface at or near the locations of the proposed bridge foundations.
    - i. A total of eight groundwater samples collected for VOA and VOH by EPA method 8260, PAH by EPA method 8270 and TRPH by the FL-PRO method.
  - c. A total of 10 additional temporary monitoring wells (to be drilled as part of a second phase as a contingency in areas of stormwater structures, exfiltration trenches, retention areas or other critical areas).
    - i. A total of 10 groundwater samples analyzed for VOA and VOH by EPA method 8260, PAH by EPA method 8270 and TRPH by the FL-PRO method.
  - d. For the 46 hand auger borings or Direct Push Test (DPT) borings with a Geoprobe, Langan would screen and collect soil samples and provide/ship to H2R in accordance with chain of custody protocols. H2R would advance the environmental soil borings under Langan's observation/monitoring. H2R would accomplish lab testing on the provided/delivered soil samples by analyzing for VOA and VOH by EPA method 8260, PAH by EPA method 8270 and TRPH by the FL-PRO method. Since 16 of the 46 borings coincide with monitoring well locations, these 16 borings could be advanced at the monitoring well locations prior to installation of the monitoring wells.

### **Laboratory Testing**

1. On the five (5) bulk samples obtained from the upper 4 ft of material (expected to be a fill layer) below the proposed base course layer, perform 5 LBR tests to allow determination of the LBR in accordance with FDOT protocol.
2. Corrosion testing of soil – 20 series of tests accomplished as follows: 4 series of tests on the fill layer, 4 series of test on the organic silt layer, 4 series of tests on the Miami Limestone layer and 8 series of tests on the Intermixed/Interbedded Sedimentary Formations below the Miami Limestone.
3. Corrosion testing on groundwater – 1 series of tests at each bridge structure location (total of 2 bridge structures) to the approximate anticipated depth of the deep foundation elements (+/- ground surface to 100 ft). Water samples to be collected at 5 to 10 ft intervals.
4. Grain size analyses – Allotment of a total of 22 samples. Including some with hydrometer analysis to determine silt/clay fraction divisions and percentages.
5. Moisture content determinations – Allotment of a total of 22 samples.
6. Atterberg Limits – Allotment for a total of 10 samples.
7. Organic Content – Allotment for a total of 10 samples.
8. Unit weight determinations on undisturbed Shelby tube samples – Allotment for 10 shelly tubes for entire Project.
9. Consolidation tests – Allotment for a total of 4 samples (this will require undisturbed Shelby tube samples to be obtained on the organic silt stratum – load, unload and reload with final unload for each)
10. Unconsolidated Undrained Triaxial Tests or Unconfined Compression Tests – Allotment for a total of 4 samples (tests on organic silt stratum – this will require undisturbed Shelby tube samples to be obtained)
11. Consolidated Undrained Triaxial Tests – Allotment for a total of 3 sets of samples (tests on organic silt stratum – this will require undisturbed Shelby tube samples to be obtained). For each of the 3 shelly tubes at least three separate samples from each tube should be tested to



generate a mohr-coulomb failure envelope considering both total and effective stress parameters.

12. Unconfined compression tests on rock core specimens – Allotment for a total of 45 samples
13. Split Tensile tests on rock core specimens – Allotment for a total of 45 samples
14. Unit weight determination on rock core specimens – Allotment for a total of 90 samples
15. Laboratory Permeability tests (fine-grained soil specimen) – Allotment for 2 tests on Shelby tube samples recovered from organic silt stratum

Laboratory Permeability tests (coarse grained soil)– Allotment for 3 tests on re-compacted samples of the fill material.

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in accordance with FDOT and other applicable standards. The County Project Manager will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the Consultant.

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 County's Project Manager 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.

#### 26.1. Document Collection and Review (SHE Activity 35, Task No. 35.1)

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 Phase IV plans. Rock cores shall be retained as directed in writing by the County's Project Manager. Obtain pavement cores as directed in writing by the County Project Manager. If required by the County Project Manager, 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 County Project Manager.

Consultant shall perform specialized field-testing as required by Project needs and as directed in writing by the County Project Manager.

All laboratory testing and classification will be performed in accordance with applicable FDOT and other applicable standards, such as: ASTM, AASHTO, etc. unless otherwise specified in the contract documents.

**26.2. Develop Detailed Boring Location Plan (SHE Activity 35, Task No. 35.2)**

Develop a detailed boring location plan. Meet with County 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 County for approval prior to commencing with the boring program.

**26.3. Stake Borings/Utility Clearance (SHE Activity 35, Task No. 35.3)**

Stake borings and obtain utility clearance.

**26.4. Coordination of Field Work (SHE Activity 35, Task No. 35.10)**

Coordinate all field work required to provide geotechnical data for the Project.

**26.5. Final Report (SHE Activity 35, Task No. 35.24)**

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with Project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.

**26.6. Auger Boring Drafting (SHE Activity 35, Task No. 35.25)**

Draft auger borings as directed by the County.

**26.7. SPT Boring Drafting (SHE Activity 35, Task No. 35.26)**

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 Phase IV plans. Rock cores shall be retained as directed in writing by the County Geotechnical Engineer.

Consultant shall perform specialized field-testing as required by needs of Project and as directed in writing by the County Geotechnical Engineer.

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:

**26.8. Develop Detailed Boring Location Plan (SHE Activity 35, Task No. 35.27)**

Develop a detailed boring location plan. Meet with County 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 County for approval prior to commencing with the boring program.

**26.9. Stake Borings/Utility Clearance (SHE Activity 35, Task No. 35.28)**

Stake borings and obtain utility clearance.

**26.10. Coordinate and Develop TTCP for Field Investigation (SHE Activity 35, Task No. 35.29)**

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

**26.11. Drilling Access Permits (SHE Activity 35, Task No. 35.30)**

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

**26.12. Collection of Corrosion Samples (SHE Activity 35, Task No. 35.32)**

Collect corrosion samples for determination of environmental classifications.

**26.13. Coordination of Field Work (SHE Activity 35, Task No. 35.33)**

Coordinate all field work required to provide geotechnical data for the Project.

**26.14. Soil and Rock Classification – Structures (SHE Activity 35, Task No. 35.34)**

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

**26.15. Tabulation of Laboratory Data (SHE Activity 35, Task No. 35.35)**

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

**26.16. SPT Boring Drafting Data (SHE Activity 35, Task No. 35.48)**

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.

**26.17. Other Geotechnical (SHE Activity 35, Task No. 35.49)**

Other geotechnical efforts specifically required for the Project as determined by the County Project Manager and included in the geotechnical upset limit.

## 27. 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 Standard Plans
  - FDOT Flexible Pavement Design Manual
  - FDOT - Florida Roundabout Guide
  - FDOT Handbook for Preparation of Specifications Package
  - FDOT Standard Plans Instructions
  - 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 Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
  - FDOT Project Development and Environment 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
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- 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 County
- 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 Drainage Manual
  - FDOT Drainage Design Guide
  - FDOT Erosion and Sediment Control Manual
  - FDOT Drainage Connection Permit Handbook
- 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
- Florida's Turnpike Enterprise:
  - Florida's Turnpike Plans Preparation and Practices Handbook (TPPPH)
  - Florida's Turnpike Lane Closure Policy
  - Florida's Turnpike Drainage Manual Supplement
  - Rigid Pavement Design Guide for Toll Locations with Electronic Toll Collection
  - Flexible Pavement Design Guide for Toll Locations with Electronic Toll Collection
  - Florida's Turnpike General Tolling Requirements (GTR)
  - Additional Florida's Turnpike Enterprise standards, guides, and policies for design and construction can be found on the FTE Design Website: <http://design.floridasturnpike.com>
- Traffic Monitoring:
  - American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as "AISC Specifications"
  - American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
  - AASHTO AWS D1.1/ANSI Structural Welding Code - Steel
  - AASHTO D1.5/AWS D1.5 Bridge Welding Code
  - FHWA Traffic Detector Handbook
  - FDOT General Interest Roadway Data Procedure
  - FHWA Traffic Monitoring Guide
  - FDOT's Traffic/Polling Equipment Procedures
- Structures:
  - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
  - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
  - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims
  - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
  - AASHTO Guide Specifications for Structural Design of Sound Barriers
  - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
  - FDOT Bridge Load Rating Manual
  - FDOT Structures Manual
  - FDOT Structures Design Bulletins (available on FDOT Structures web site only)
- Geotechnical:
  - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
  - Manual of Florida Sampling and Testing Methods
  - Soils and Foundation Handbook
- Landscape Architecture:
  - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants
- Architectural:

- Building Codes
- Florida Accessibility Code for Building Construction
- Rule Chapter 60D, F.A.C., Division of Building Construction
- Chapter 553, F.S. - Building Construction Standards
- ANSI A117.1 2003 Accessible and Usable Building and Facilities
- Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)
- Florida Building Code:
  - Building
  - Fuel Gas
  - Plumbing
- Architectural - Fire Codes and Rules:
  - National Fire Protection Association (NFPA) - Life Safety Code
  - NFPA 70 - National Electrical Code
  - NFPA 101 - Life Safety Code
  - NFPA 10 - Standard for Portable Fire Extinguishers
  - NFPA 11 - Standard for Low-Expansion Foam Systems
  - NFPA 11A - Standard for High- and Medium-Expansion Foam Systems
  - NFPA 12 - Standard for Carbon Dioxide Extinguishing Systems
  - NFPA 13 - Installation of Sprinkler Systems
  - NFPA 30 - Flammable and Combustible Liquids Code
  - NFPA 54 - National Gas Fuel Code
  - NFPA 58 - LP-Gas Code
  - Florida Fire Prevention Code as adopted by the State Fire Marshal - Consult with the Florida State Fire Marshal's office for other frequently used codes
- Architectural - Extinguishing Systems:
  - NFPA 10 - Fire Extinguishers
  - NFPA 13 - Sprinkler
  - NFPA 14 - Standpipe and Hose System
  - NFPA 17 - Dry Chemical
  - NFPA 20 - Centrifugal Fire Pump
  - NFPA 24 - Private Fire Service Mains
  - NFPA 200 - Standard on Clean Agent Fire Extinguishing Systems
- Architectural - Detection and Fire Alarm Systems:
  - NFPA 70 - Electrical Code
  - NFPA 72 - Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
  - NFPA 72E - Automatic Fire Detectors
  - NFPA 72G - Installation, Maintenance, and Use of Notification Appliances
  - NFPA 72H - Testing Procedures for Remote Station and Proprietary Systems
  - NFPA 74 - Household Fire Warning Equipment
  - NFPA 75 - Protection of Electronic Computer Equipment
- Architectural - Mechanical Systems:
  - NFPA 90A - Air Conditioning and Ventilating Systems
  - NFPA 92A - Smoke Control Systems
  - NFPA 96 - Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
  - NFPA 204M - Smoke and Heating Venting



- Architectural - Miscellaneous Systems:
  - NFPA 45 - Laboratories Using Chemicals
  - NFPA 80 - Fire Doors and Windows
  - NFPA 88A - Parking Structures
  - NFPA 105- Smoke and Draft-control Door Assemblies
  - NFPA 110 - Emergency and Standby Power Systems
  - NFPA 220 - Types of Building Construction
  - NFPA 241 - Safeguard Construction, Alteration, and Operations
  - Rule Chapter 69A-47, F.A.C., Uniform Fire Safety For Elevators
  - Rule Chapter 69A-51, F.A.C., Boiler Safety
- Architectural - Energy Conservation:
  - Rule Chapter 60D-4, F.A.C., Rules For Construction and Leasing of State Buildings To Insure Energy Conservation
  - Section 255.255, F.S., Life-Cycle Costs
- Architectural - Elevators:
  - Rule Chapter 61C-5, F.A.C., Florida Elevator Safety Code
  - ASME A-17.1, Safety Code for Elevators and Escalators
- Architectural - Floodplain Management Criteria
  - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
  - Rules of the Federal Emergency Management Agency (FEMA)
- Architectural - Other:
  - Rule Chapter 64E-6, F.A.C., Standards for On Site Sewage Disposal Systems (Septic Tanks)
  - Rule Chapter 62-600, F.A.C., Domestic Wastewater Facilities
  - Rule Chapter 62-761, F.A.C., Underground Storage Tank Systems
  - American Concrete Institute
  - American Institute of Architects - Architect's Handbook of Professional Practice
  - American Society for Testing and Materials - ASTM Standards
  - Brick Institute of America
  - DMS - Standards for Design of State Facilities
  - Florida Concrete Products Association
  - FDOT - ADA/Accessibility Procedure
  - FDOT - Building Code Compliance Procedure
  - FDOT - Design Build Procurement and Administration
  - National Concrete Masonry Association
  - National Electrical Code
  - Portland Cement Association - Concrete Masonry Handbook
  - United State Green Building Council (USGBC)

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant Name: WSP USA, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer 2	\$ 92.70		2.62		\$242.87
Project Manager 3	\$ 90.00		2.62		\$235.80
Senior Electrical Engineer	\$ 79.67		2.62		\$208.74
Senior Engineer 1	\$ 72.20		2.62		\$189.16
Engineer 2	\$ 63.00		2.62		\$165.06
Chief Designer	\$ 51.70		2.62		\$135.45
Engineer 1	\$ 48.29		2.62		\$126.52
Engineering Intern	\$ 38.00		2.62		\$99.56
Secretary/Clerical	\$ 27.04		2.62		\$70.84

Multiplier of 2.62 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (101.91%)

FRINGE = HOURLY RATE X FRINGE (35.82 %)

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

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road.  
 Consultant/ WSP USA, Inc./  
 Subconsultant Name: KEITH and 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
Chief Surveyor	\$60.00		2.42		\$145.20
Chief Utility Coordinator	\$60.00		2.42		\$145.20
Senior Traffic Engineer	\$60.00		2.42		\$145.20
Senior Landscape Architect	\$60.00		2.42		\$145.20
Project Engineer	\$55.00		2.42		\$133.10
Landscape Architect	\$55.00		2.42		\$133.10
Subsurface Utility Location Manager	\$55.00		2.42		\$133.10
Senior Surveyor	\$54.00		2.42		\$130.68
Senior Utility Coordinator	\$45.00		2.42		\$108.90
Surveyor	\$44.00		2.42		\$106.48
Landscape Senior Designer	\$42.07		2.42		\$101.81
Engineer	\$40.00		2.42		\$96.80
Landscape Designer	\$40.00		2.42		\$96.80
Subsurface Utility Field Supervisor	\$34.00		2.42		\$82.28
Senior Designer	\$30.00		2.42		\$72.60
Utility Coordinator	\$30.00		2.42		\$72.60
Designer	\$25.00		2.42		\$60.50
Administrative I/Accountant	\$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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Contract No: RFP No. PNC2119973P1  
 Contract Title: Consultant Services for Port Everglades By-Pass Road.  
 Consultant: WSP USA, Inc./  
 Subconsultant Name: Keith and Associates, Inc.

**UNIT PRICE**

ITEM	UNIT	UNIT PRICE
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	\$350.00
Vacuum Excavations Impervious	Per Hole / Each	\$500.00

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ WPS USA Inc./  
 Subconsultant Name: Thompson & Associates, Inc., Civil Engineering

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$83.61		2.99		\$249.99
Senior Project Manager	\$80.00		2.99		\$239.20
Project Manager	\$75.00		2.99		\$224.25
Senior Engineer	\$70.00		2.99		\$209.30
Engineer	\$65.00		2.99		\$194.35
Senior Resident Project Representative	\$45.00		2.99		\$134.55
Senior Engineering Technician	\$40.00		2.99		\$119.60
Engineering Technician	\$35.00		2.99		\$104.65
Resident Project Representative	\$35.00		2.99		\$104.65
Senior CAD Designer	\$30.00		2.99		\$89.70
CAD Designer	\$25.00		2.99		\$74.75
Administrative Assistant	\$25.00		2.99		\$74.75

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (136.50%)

FRINGE = HOURLY RATE X FRINGE (37.14 %)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (9.40%)

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ WPS USA Inc./  
 Subconsultant Name: Cartaya and Associates Architects, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Architect/Project Manager	\$75.00		2.42		\$181.50
Principal Architect	\$53.80		2.42		\$130.20
Architect/Project Manager	\$50.48		2.42		\$122.16
Field Representative	\$50.00		2.42		\$121.00
BIM/CAD Manager	\$31.25		2.42		\$75.63
Drafter	\$29.81		2.42		\$72.14
Administrative Assistant	\$24.04		2.42		\$58.18

Multiplier of 2.42 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (81.26%)

FRINGE = HOURLY RATE X FRINGE (38.37 %)

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

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



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ WPS USA Inc./  
 Subconsultant Name: Florida Engineering and Testing, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Professional Engineer	\$45.00		2.31		\$103.95
Project Manager	\$43.29		2.31		\$100.00
Driller	\$30.00		2.31		\$69.30
Field / Lab Supervisor	\$29.00		2.31		\$66.99
Engineering Technician	\$23.00		2.31		\$53.13
Administrative Assistant	\$22.50		2.31		\$51.98

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00%)

FRINGE = HOURLY RATE X FRINGE (10.00 %)

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

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

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ WPS USA Inc./  
 Subconsultant Name: H2R Corporation

<b>TITLE</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b><u>MULTIPLIER</u></b>	<b>=</b>	<b>MAXIMUM BILLING RATE (\$/HR)</b>
Senior Geotech Engineer	\$61.00		2.99		\$182.39
Geotech Engineer	\$41.00		2.99		\$122.59
Engineering Intern	\$28.50		2.99		\$85.22
Clerical	\$27.09		2.99		\$81.00
CADD Tech	\$23.08		2.99		\$69.01

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (157.89%)

FRINGE = HOURLY RATE X FRINGE (34.25%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (2.51%)

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ WPS USA Inc./  
 Subconsultant Name: Langan Engineering

<b>TITLE</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b><u>MULTIPLIER</u></b>	<b>=</b>	<b>MAXIMUM BILLING RATE (\$/HR)</b>
Principal	\$80.39		2.99		\$240.37
Senior Project Manager	\$60.77		2.99		\$180.70
Senior CADD Person	\$45.45		2.99		\$135.90
Project Engineer	\$40.86		2.99		\$122.17
Senior Staff Engineer	\$37.79		2.99		\$112.99
Staff Geologist	\$30.53		2.99		\$91.28
Staff Engineer	\$30.05		2.99		\$89.85
Administrative Assistant	\$27.69		2.99		\$82.79

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (182.53%)

FRINGE = HOURLY RATE X FRINGE (0.00%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (6.00%)

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ Subconsultant: WPS USA Inc./ Shah, Drotos & Associates P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$79.22		2.31		\$183.00
Project Manager 1	\$60.00		2.31		\$138.60
Engineer 2	\$42.09		2.31		\$97.23
SUR Principal Surveyor	\$42.09		2.31		\$97.23
Engineer 1	\$40.10		2.31		\$92.63
Engineering Intern	\$38.00		2.31		\$87.78
Engineer Technician	\$35.00		2.31		\$80.85
SUR Party Chief	\$32.00		2.31		\$73.92
CADD/Computer Tech	\$30.00		2.31		\$69.30
SUR Mobile Survey Operator	\$26.00		2.31		\$60.06
Secretary / Clerical	\$21.00		2.31		\$48.51
Design Intern	\$18.00		2.31		\$41.58

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00%)

FRINGE = HOURLY RATE X FRINGE (10.00%)

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

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

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2119973P1  
 Project Title: Consultant Services for Port Everglades By-Pass Road  
 Consultant/ WPS USA Inc./  
 Subconsultant Name: The Chappell Group, Inc.

<b>TITLE</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b><u>MULTIPLIER</u></b>	<b>=</b>	<b>MAXIMUM BILLING RATE (\$/HR)</b>
Principal	\$77.00		2.38		\$183.26
Project Manager	\$50.00		2.38		\$119.00
Senior Environmental Specialist	\$41.00		2.38		\$97.58
Environmental Specialist	\$32.00		2.38		\$76.16
Engineering Technician	\$28.00		2.38		\$66.64

Multiplier of 2.38 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (77.99%)

FRINGE = HOURLY RATE X FRINGE (38.44%)

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

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

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

**EXHIBIT-B1 -REIMBURSABLE EXPENSES**

Name of Project: Port Everglades By-Pass Road  
 County: Broward  
 FPN: PNC 2119973P1

Consultant: WSP USA Inc.  
 Date: 11/30/2020

CONSULTANT/ SUB_CONSULTANT	DESCRIPTION OF ACTIVITIES/ITEMS	TOTAL FEE
WSP USA INC.	Printing Services -8.5x11 @ \$0.04/page and 11x17 @ \$0.09/page	\$2,200.00
Cartaya & Associates Architects	Printing Services	\$1,000.00
Thompson & Associates	Printing Services	\$1,000.00
Keith & Associates	Maintenance of services during Geotechnical Engineering Works	\$50,000.00
Langan Engineering Services	Field observation of monitoring wells & groundwater sampling	\$6,868.00
<b>GRAND TOTAL ESTIMATED (Reimbursables):</b>		<b>\$61,068.00</b>

## EXHIBIT-B1-Langan Engineering Services Breakdown

**Port Bypass Roadway**

Environmental Contaminant Assessment Proposal

Date: 10/16/2020

Prepared by: Michael Spievack, P.E.

Task	Item	Field Vehicle	Photoionization Detector	LEL/O2 Meter	YSI Multimeter	Turbidity Meter	Peristaltic Pump	GPS Unit	Total
<b>Daily Rate:</b>		No Charge	\$70.00	\$50.00	\$88.00	\$26.00	\$25.00	\$145.00	
<b>Design Phase Services</b>									
<b>1</b>	<b>COORDINATION AND PREPARATION</b>								
1.1	Review of Available Environmental Information	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Meetings and Interaction with WSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2</b>	<b>FIELD SUBSURFACE INVESTIGATION</b>								
2.1	Field Environmental Investigation Oversight (16 borings to 6 ft each and 16 temporary monitoring wells to 15 ft each)								
0	Coordination (preparation, layout by others, uc by others, driller coord)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	Field Observation of Borings, Well Installations and Groundwater Sampling (5 days)	-	\$ 350.00	\$ 250.00	\$ 440.00	\$ 130.00	\$ 125.00	\$ 725.00	\$ 2,020.00
2.2	Field Environmental Investigation Oversight (8 Temporary Monitoring Wells at Bridge Structure Locations)								
0	Coordination (preparation, layout by others, uc by others, driller coord)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	Field Observation of Monitoring Wells and Groundwater Sampling (2 days)	-	\$ 140.00	\$ 100.00	\$ 176.00	\$ 52.00	\$ 50.00	\$ 290.00	\$ 808.00
2.3	Field Environmental Investigation Oversight (30 soil borings to 6 ft below ground surface, 10 temporary monitoring wells to 15 ft bgs)								
0	Coordination (preparation, layout by others, uc by others, driller coord)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	Field Observation of Monitoring Wells and Groundwater Sampling (10 days)	-	\$ 700.00	\$ 500.00	\$ 880.00	\$ 260.00	\$ 250.00	\$ 1,450.00	\$ 4,040.00
<b>3</b>	<b>Environmental Reports</b>								
3.1	Environmental Contaminant Assessment Report (Summarizing Field Work and Laboratory Test Results Associated with items 1 and 2.1 above)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2	Environmental Contaminant Assessment Report (Summarizing Field Work and Laboratory Test Results Associated with items 2.2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Contaminant Assessment Report (Summarizing Field Work and Laboratory Test Results Associated with items 2.3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.4	Soil Management and Re-Use Plan/Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.5	Dewatering Treatment Design and Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4</b>	<b>Project Management, Meeting and Interaction with WSP (Design and Permitting Phases)</b>								
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 6,868.00

**Total Expenses for Langan's Engineering Services**



**EXHIBIT C  
WORK AUTHORIZATION**

**EXHIBIT C  
WORK AUTHORIZATION FOR AGREEMENT**

**Work Authorization No. 00X Under Agreement between Broward County and WSP USA, Inc.,  
For Consultant services for Port Everglades By-Pass Road (RFP/RLI # PNC2119973P1)**

1. This Work Authorization No. 00X ("Work Authorization") is issued pursuant to the Agreement between Broward County ("County") and WSP USA, Inc. ("Consultant") for Consultant Services for Port Everglades By-Pass Road RFP PNC2119973P1 (the "Agreement"), which was approved by the Board of County Commissioners on December XX, 2020 (Item XX).

2. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized by Article 4 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 of the Agreement and the agreed method of compensation is as follows:

3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Basic Services for Tasks of Exhibit A payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, based upon the Salary Costs described in Section 6.2 of the Agreement up to a maximum amount not-to-exceed of \$\_\_\_\_\_.

3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Basic Services for Tasks of Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, a total lump sum of \$\_\_\_\_\_.

3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$\_\_\_\_\_ for potential reimbursable expenses that may be utilized pursuant to Article 6.4 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No(s). \_\_\_\_\_

4. Schedule.

Consultant shall perform the services described in Exhibit A within the timeframes set forth in Exhibit A ("Time of Performance"); said Time of Performance shall commence from the date of the Notice to Proceed for such services.

5. CBE Goals.

The CBE participation for this Work Authorization is projected to be at XX% due to the type of work. WSP USA, Inc. is committed to meeting the contract requirement of CBE participation percentage at a contract level.

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the County.

[Remainder of This Page Is Intentionally Left Blank.]



IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. 00X: BROWARD COUNTY, by and through the Contract Administrator, as authorized pursuant to Section 4.1 of the Agreement, and WSP USA, Inc., signing by and through its Vice President, duly authorized to execute same.

County

WITNESS:

BROWARD COUNTY, by and through  
its Contract Administrator

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Richard Tornese, P.E.

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

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

\_\_\_\_\_  
Signature of Witness

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

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

By: \_\_\_\_\_  
Israel Fajardo (Date)  
Assistant County Attorney



By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

Consultant

WITNESSES:

**WSP USA, Inc.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

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

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

\_\_\_\_\_  
Signature

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



**EXHIBIT D**  
**Minimum Insurance Requirements**

EXIDBDT D  
INSURANCE REQUIREMENTS

Project: Port Everglades By-Pass Road Design Services  
Agency: Broward County Highway Construction and Engineering Division

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other	<input type="checkbox"/>	<input 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> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input type="checkbox"/>	<input 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> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>		\$1,000,000	
<input type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$ 500,000	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form:	\$2,000,000	
			Extended Reporting Period of:	3 year	
			*Maximum Deductible:	\$50,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A	<input type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	5 year	
			*Maximum Deductible:	\$50,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		
			*Maximum Deductible:		
<b>Description of Operations:</b> "Broward County" and "Florida Department of Transportation" 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. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
Broward County  
1850 Eller Drive  
Fort Lauderdale, Florida 33316  
  
Attention: Nirmal Datta

  
10/27/2020  
Risk-Management Division

EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**  
**Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

November 10, 2020

WSP USA  
Ronald M. Colas, PE, SI  
7650 Corporate Center Drive  
Suite 300  
Miami, FL 33126

Re: PNC2119973P1 – Consultant Services for Port Everglades By-Pass Road

Dear Mr. Colas:

On November 4, 2020, the Office of Economic and Small Business Development (OESBD) received your request to add H2R Corp as a CBE subconsultant and redistribute the 25% CBE participation percentages for the above referenced contract. WSP USA (WSP), the prime consultant on the contract, is requesting to reduce the CBE participation for The Chappell Group, Inc. (Chappell), a CBE certified small business, from 5% to 1.78% due to it being discovered during the negotiation process that there will not be enough environmental work in the scope to meet the 5% participation. With the reduction in participation for Chappell, WSP is looking to add H2R Corp (H2R) as another CBE certified subconsultant on the contract at 3.22%. The addition of H2R will balance out the reduction in scope to Chappell so that the overall commitment for WSP remains 25% for the contract. Signed LOIs have been submitted by WSP for the addition of H2R and the reduction of Chappell. Therefore, OESBD approves the changes in CBE participation as detailed below:

<u>CBE Subconsultants</u>	<u>Status</u>	<u>Original</u>	<u>Current Commitment</u>	<u>Current Revision</u>
Cartaya & Associates Architects PA	CBE	5.00%	5.00%	5.00%
The Chappell Group, Inc.	CBE	5.00%	5.00%	1.78%
Florida Engineering & Testing, Inc.	CBE	2.00%	2.00%	2.00%
Thompson & Associates, Inc., Civil Engineering	CBE	13.00%	13.00%	13.00%
H2R Corp.	CBE	0.00%	0.00%	3.22%
<b>Total Participation:</b>		<b>25.00%</b>	<b>25.00%</b>	<b>25.00%</b>



EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent

Solicitation No. PNC2119973P1 – Consultant Services for Port Everglades By-Pass Road  
County Business Enterprise (CBE) Goal Evaluation

Page | 2 of 2

The CBE recommended goal for this project was 25%. WSP USA's CBE commitment for this project will remain unchanged at **25.00%**.

Please adjust your MURs based on the approved revision and continue to submit these reports to Broward County's project manager and OESBD monthly.

Should you have any questions regarding this matter, please contact me at (954) 357-5615.

Sincerely,



Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

cc: Maribel Feliciano, Assistant Director, OESBD  
Shawn Gannon, Small Business Development Specialist, OESBD

**EXHIBIT E**  
**CBE Subconsultant Schedule and Letters of Intent**

EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent



**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.: PNC2120415P1

Project Title: Port Everglades Bulkhead Replacement Project - Group 1

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Ronald Colas, PE, SI Phone: 954.908.8700

CBE Firm/Supplier Name: The Chappell Group, Inc.

Address: 714 East McNab Road City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Tyler Chappell Phone: 954.782.1908

- 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
Environmental Services / Permitting		N/A	1.78 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 11/3/2020

**Bidder/Offeror Authorized Representative**

Signature:  Ronald Colas, PE, SI Title: Vice President, Sr. Area Manager Date: 11/3/2020

<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 - CBE Subconsultant Schedule and Letters of Intent



**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.: PNC2119973P1

Project Title: Consultant Services for Port Everglades By-Pass Road

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Ronald Colas, PE, SI Phone: 954.908.8700

CBE Firm/Supplier Name: H2R CORP

Address: 1900 NW 40 Court City: Pompano Beach State: FL Zip: 33064

Authorized Representative: David Rancman, CEO Phone: 954.972.7570

- 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 Services		TBD	3.22 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President and CEO Date: 11/3/2020

**Bidder/Offeror Authorized Representative**

Signature:  Title: Vice President, Senior Area Manager Date: 11/3/2020

<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.*

1/21/2020

DPX Form

EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent

### Supplier Response Form

#### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

 bold line separating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line separating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

1/21/2020

EXHIBIT- E - CBE Subconsultant ~~DPX Form~~ and Letters of Intent

3. Subcontracted Firm's Name: Cartaya and Associates, Architects, P.A

Subcontracted Firm's Address: 2400 E. Commercial Blvd, Suite 201 Ft. Lauderdale, FL 33308

Subcontracted Firm's Telephone Number: 954.771.2724

Contact Person's Name and Position: Juan Justiniano, AIA, Vice President

Contact Person's E-Mail Address: jjustiniano@cartayaandassociates.com

Estimated Subcontract/Supplies Contract Amount: 5%

Type of Work/Supplies Provided: Security Checkpoint Design

bold

line

separating sections

4. Subcontracted Firm's Name: Shah, Drotos & Associates, P.A.

Subcontracted Firm's Address: 3410 N. Andrews Avenue, Pompano Beach, FL 33069

Subcontracted Firm's Telephone Number: 954.943.9433

Contact Person's Name and Position: James Drotos P.E., Principal

Contact Person's E-Mail Address: jdrotos@shahdrotos.com

Estimated Subcontract/Supplies Contract Amount: TBD

Type of Work/Supplies Provided: Petroleum Piping, Petroleum Industry Tenants

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Senior Vice President

WSP USA Inc.

1/22/2020

Authorized Signature/Name

Title

Vendor Name

Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **toni.friedman@wsp.com**

Password \*

Save

Take Exception

Close

\* Required fields

1/15/2020

DPX Form

EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent

### Supplier Response Form

#### **SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

 bold line separating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line separating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:



1/21/2020

DPX Form

EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent

### Supplier Response Form

#### **SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

 bold line separating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line separating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:



1/15/2020

EXHIBIT- E - CBE Subconsultant ~~Suppliers~~ and Letters of Intent

3. Subcontracted Firm's Name: Florida Engineering & Testing, Inc.

Subcontracted Firm's Address: 250 SW 13th Avenue; Pompano Beach, FL 330

Subcontracted Firm's Telephone Number: 954.781.6889

Contact Person's Name and Position: Christine Chang, Vice President

Contact Person's E-Mail Address: cchang@fla-eng.com

Estimated Subcontract/Supplies Contract Amount: 2%

Type of Work/Supplies Provided: Standard Penetration Test Drilling

bold

line

separating sections

4. Subcontracted Firm's Name: I.F. Rooks & Associates, LLC

Subcontracted Firm's Address: 106 NW Drane Street Plant City, FL 33563

Subcontracted Firm's Telephone Number: 813.752.2113

Contact Person's Name and Position: Ike Rooks, Jr., PSM, President

Contact Person's E-Mail Address: iker@ifrooks.com

Estimated Subcontract/Supplies Contract Amount: TBD

Type of Work/Supplies Provided: Photogrammetric Mapping

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Lawrence DeRose, PE

Senior Vice President

WSP USA Inc.

1/22/2020

Authorized Signature/Name

Title

Vendor Name

Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **toni.friedman@wsp.com**

Password \*

Save

Take Exception

Close

\* Required fields

EXHIBIT- E - CBE Subconsultant Schedule and Letters of Intent

**RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM**

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
  - a. has a valid Broward County local business tax receipt;
  - b. has been in existence for at least six-months prior to the solicitation opening;
  - c. at a business address physically located within Broward County;
  - d. in an area zoned for such business;
  - e. provides services from this location on a day-to-day basis, and
  - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

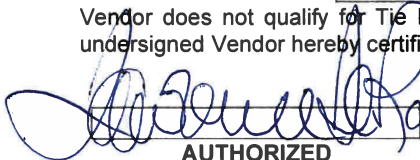
In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward and:
  - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
  - b. has been in existence for at least one-year prior to the solicitation opening;
  - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
  - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

470 South Andrews Avenue, Suite  
206, Pompano Beach, Florida 33069

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.



Senior Vice President

WSP USA Inc.

1/22/2020

**AUTHORIZED  
SIGNATURE/NAME**

**TITLE**

**COMPANY**

**DATE**

1/21/2020

EXHIBIT- E - CBE Subconsultant ~~DPX~~ and Letters of Intent

### Supplier Response Form

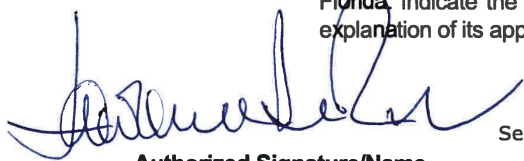
#### DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).



Senior Vice President	WSP USA Inc.	1/22/2020
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>
		<b>Date</b>

**Please enter your password below and click Save to update your response.**  
 Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**  
 1) Click Take Exception.

**EXHIBIT F**  
**Port Everglades Security Requirements**



**CONDITIONAL ACCESS TO SENSITIVE SECURITY INFORMATION  
NON-DISCLOSURE AGREEMENT**

I, Ronald M. Colas hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain documents or material containing Sensitive Security Information (SSI) for the Port Everglades Department, Broward County, Florida.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive security information, I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and applicable state and federal laws, including 49 CFR 1520, which describes the handling and protection of sensitive security information.
2. I understand that the terms of this agreement extend to my employees, consultants, sub-consultants, subcontractors, and agents, or prospective employees that have a need to know. Each of them shall execute a non-disclosure Agreement prior to being granted access to SSI information, and shall be advised by me of the requirements for handling and protecting SSI information.
3. I understand that it is my responsibility to control access to, handling of and collection of any SSI either provided to me or included in any notes, photographs, sketches, or diagrams that may have been made by me.
4. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SSI could compromise the security of the Port Everglades Department, Broward County, Florida.
5. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI for the Port Everglades Department, Broward County, Florida. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offense.
6. Until I am provided a written release by Broward County from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my involvement with the Port Everglades Department, Broward County, Florida.
7. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
8. I understand that Broward County may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.



**CONDITIONAL ACCESS TO SENSITIVE SECURITY INFORMATION  
NON-DISCLOSURE AGREEMENT**

9. By granting me conditional access to information in this context, Broward County does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive security information to which I have been given conditional access under terms of this Agreement.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

12/01/2020

DATE

SIGNATURE

Colas, Ronald M.

PRINT NAME (Last, First, Middle)

Vice President / Sr. Area Manager

TITLE

Ronald.Colas@wsp.com

Email Address

WSP USA Inc.

470 South Andrews Ave. Suite 216

Pompano Beach, FL 33069

COMPANY NAME/ADDRESS

### **Security Requirements - Port Everglades**

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

Exhibit G -State funded FDOT-CIGP Contract Requirements



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.  
SECRETARY

December 15, 2020

Mr. Richard Tornese, P.E.  
Broward County Public Works  
Engineering Division  
1 North University Drive, Suite # 300B  
Plantation, Florida 33324

RE: County Incentive Grant Program (CIGP) Agreement, G-1T03  
FM #: 446201-1-34-01  
Description: Design of a 2-lane Port Everglades by-pass road: Spangler Blvd. from east of SR-5/US-1/SR-A1A to Eisenhower Blvd. and Eisenhower Blvd. from Spangler Blvd. to North of SE 20<sup>th</sup> Street

Dear Mr. Tornese:

Enclosed please find a copy of a fully executed County Incentive Grant Program Agreement for the above referenced project. Also included is a copy of the Commission Meeting Minutes on December 1, 2020, in which the CIGP referenced above was approved. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

A handwritten signature in black ink that reads "Leos Kennedy". The signature is written in a cursive, flowing style.

Leos A. Kennedy, Jr.  
Program Management Unit  
District Four

lk/s  
enc: JPA's  
copy: Leos Kennedy, Jr., Project Manager  
Mark Madgar, Work Program Manager  
District Financial Services  
File



**EXHIBIT G**  
**State funded FDOT-CIGP Contract Requirements**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
07/19

FPN: <u>446201-1-34-01</u>	Fund: <u>CIGP</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088572</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>86</u>	Contract No: <u>G-1T03</u>	Vendor No: <u>F-596-000-531</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on December 15, 2020,  
(This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and BROWARD COUNTY, ("Recipient").  
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of a 2-lane Port Everglades by-pass road: Spangler Blvd. from East of SR-5/US-1/SR-A1A to Eisenhower Blvd. and Eisenhower Blvd. from Spangler Blvd. to North of SE 20<sup>th</sup> Street, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$2,500,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,025,017.00 and, additionally the Department's participation in the Project shall not exceed N/A % of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
  - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
  - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
  - e. Travel expenses are not compensable under this Agreement.
  - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department



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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be



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performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.



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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public



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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

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granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein



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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d.  The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: \_\_\_\_\_

**e. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- \*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- \*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

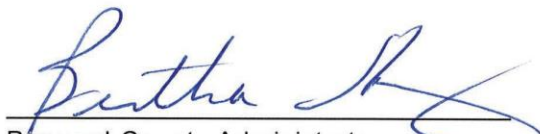
*The remainder of this page intentionally left blank.*

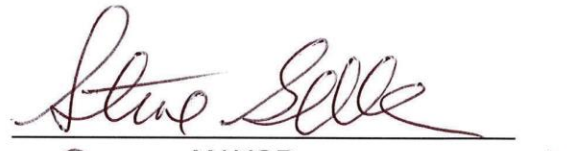
IN WITNESS WHEREOF, the RECIPIENT has caused this Agreement to be executed on its behalf this 8th day of December, 2020, by the Mayor or Vice Mayor, authorized to enter into and execute same by action of the Board on the 1st day of December, 2020, and the DEPARTMENT has executed this Agreement through its District Secretary for District 4, Florida Department of Transportation, this 15th day of December, 2020

**BROWARD COUNTY, FLORIDA**

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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


  
MAYOR  
8 day of December, 2020

(12/1/2020 #4)




Insurance requirements  
Approved by Broward County  
Risk Management Division

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   
Signature (date)

Tim Crowley  
Property Specialist

Print Name and Title above

BY   
Israel Fajardo (date)  
Assistant County Attorney

MICHAEL KERR  
Digitally signed by MICHAEL KERR  
Date: 2020.10.08 11:27:45 -04'00'

Michael J. Kerr (date)  
Deputy County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
*Alia E. Chanel*  
E14549BD681D471...  
ATTEST: \_\_\_\_\_  
EXECUTIVE SECRETARY

DocuSigned by:  
*Steven Braun*  
86FB79A8F1EF4EE...  
BY: \_\_\_\_\_  
DIRECTOR OF TRANSPORTATION  
DEVELOPMENT

NAME: Alia Chanel

DISTRICT 4

Availability of Funds Approval:

LEGAL REVIEW:

12-10-2020  
(Date)

DocuSigned by:  
*Jeb Newood*  
19D3932D432744B...  
OFFICE OF THE GENERAL COUNSEL



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 446201-1-34-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

BROWARD COUNTY (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.974 miles

**PROJECT DESCRIPTION:** the design of a 2-lane Port Everglades by-pass road: Spangler Blvd. from East of SR5/US1/SR-A1A to Eisenhower Blvd. and Eisenhower Blvd. from Spangler Blvd. to North of SE 20th Street. The COUNTY shall provide complete signed and sealed plans, including, but not necessarily limited to roadway and signing and marking plans.

The plans shall be produced to DEPARTMENT standards, where applicable, using the current editions of the Standard Indexes, Florida Greenbook, Standard Specifications for Road and Bridge Construction, and any other applicable Department manual/guideline/standard. Said plans shall be signed and sealed by the responsible Professional Engineer.

The COUNTY will obtain all regulatory permits necessary to construct the Project.

The COUNTY shall be responsible for coordinating, preparing and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The COUNTY must submit the following documents for DEPARTMENT review with the Final Bid submittal:

- a) Copies of all permits from applicable agencies.
- b) Copies of signed acceptances from the local maintaining agency/City/County, for roadway signalization, lighting and landscaping.
- c) Signed Utility Relocation Schedules and Agreements.
- d) Level II Contamination Assessments (as needed).
- e) Signed and sealed plans and Specification Packages, respectively.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by June 30, 2023.

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**  
**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

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<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> BROWARD COUNTY 1 1 NORTH UNIVERSITY DRIVE PLANTATION, FLORIDA 33324	<b>FINANCIAL PROJECT NUMBER:</b> 446201-1-34-01
---	--

I. PHASE OF WORK by Fiscal Year:	FY 2021	FY2022	FY2023	TOTAL
<b>Design- Phase 34</b>	\$ 2,500,000.00	\$ 0.00	\$ 0.00	\$2,500,000.00
Maximum Department Participation - (County Incentive Grant Program)	% or \$ 1,025,017.00	% or \$	% or \$	% or \$ 1,025,017.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 1,474,983.00	% or \$ 0.00	% or \$ 0.00	% or \$ 1,474,983.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$ 1,474,983.00	\$	\$	\$ 1,474,983.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Right of Way- Phase 44</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ( )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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<b>Insert Phase and Number (if applicable)</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	or \$ 0.00
Maximum Department Participation - (Insert Program Name)	%	%	%	%
	or \$	or \$	or \$	or \$ 0.00
Maximum Department Participation - (Insert Program Name)	%	%	%	%
	or \$	or \$	or \$	or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	%	%	%	%
	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>II. TOTAL PROJECT COST:</b>	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

LEOS A. KENNEDY, JR.  
 District Grant Manager Name

DocuSigned by:  
  
 Signature A4DF841C232A4D0... Date 12-15-2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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**EXHIBIT D**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$1,025,017.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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**EXHIBIT "E"**

**COUNTY RESOLUTION**

The County Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.



# Broward County County Commission Regular Meeting Agenda

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Tuesday, December 1, 2020

10:00 AM

Broward County Governmental Center  
Room 422 (Commission Chambers)

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## MEETING OF DECEMBER 1, 2020

(Meeting will convene at 10 a.m.)

PLEDGE OF ALLEGIANCE

CALL TO ORDER

### CONSENT AGENDA

#### BOARD APPOINTMENTS

- [20-1533](#) 1. MOTION TO APPROVE Board Appointments.
- [20-2203](#) 1A. MOTION TO APPOINT Alexia Heathcock to the Commission on the Status of Women. (Commissioner Rich)

**Attachments:** [Additional Information - Agenda Item and County Attorney Memo](#)

#### PUBLIC WORKS DEPARTMENT

#### FACILITIES MANAGEMENT DIVISION

- [20-1931](#) 2. MOTION TO APPROVE Second Amendment to Agreement between Broward County and G4S Secure Solutions (USA) Inc. for General Security Guard Services at Various County Facilities, Request for Proposals No . R1326208P1\_1, extend the term of the Agreement through December 31, 2021, update billing rates, reallocate \$2,755,476 from optional services to the overall contract threshold, increase the contract total not -to-exceed amount by \$1,610,063 from \$30,575,192 to \$32,185,254; and authorize the Mayor and Clerk to execute same.

**Attachments:** [Exhibit 1 - Amendment No. 2](#)  
[Exhibit 2 - OESBD Memorandum](#)

- [20-2019](#) 3. MOTION TO APPROVE Second Amendment to Agreement between Broward County and Westmoreland Protection Agency, Inc. for General



Security Guard Services at Various County Facilities, Request for Proposals No. R1326208P1X\_1, extend the term of the Agreement through December 31, 2021, update billing rates, reallocate \$1,630,739 from optional services to the overall contract threshold, increase the contract total not -to-exceed amount by \$2,016,413 from \$18,069,006 to \$20,085,419; and authorize the Mayor and Clerk to execute same.

**Attachments:** [Exhibit 1 - Amendment No. 2](#)  
[Exhibit 2 - OESBD Memorandum](#)

**HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION**

[20-1945](#) 4. MOTION TO APPROVE State-Funded Grant Agreement between Broward County and the Florida Department of Transportation for the design of a Port Everglades by-pass road along Spangler Boulevard from east of SR-5/US-1/SR-A1A to Eisenhower Boulevard and along Eisenhower Boulevard from Spangler Boulevard to north of SE 20th Street, at a maximum-not-to-exceed reimbursable amount of \$1,025,017 to the County; and authorize Mayor and Clerk to execute same. **(Commission District 7)**

**Attachments:** [Exhibit 1 - Agreement](#)

[20-1963](#) 5. MOTION TO APPROVE Revocable License Agreement between Broward County, Andrews Project Development, LLC and the City of Fort Lauderdale for installation and maintenance of improvements along the west side of North Andrews Avenue south of West Sunrise Boulevard, at no cost to the County; and authorize Mayor and Clerk to execute same. **(Commission District 7)**

**Attachments:** [Exhibit 1 - Revocable License Agreement](#)  
[Exhibit 2 - Location Map](#)

[20-2053](#) 6. MOTION TO ADOPT Resolution accepting a road easement executed by Rocca International LLC, located at the northwest corner of NW 28th Avenue and NW 12th Street in the Broward Municipal Services District, at a nominal cost of \$1 to Broward County. **(Commission District 9)**

**Attachments:** [Exhibit 1 - Resolution](#)  
[Exhibit 2 - Location Map](#)  
[Exhibit 3 - Road Easement](#)

**WATER AND WASTEWATER ENGINEERING DIVISION**

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**STATE-FUNDED GRANT AGREEMENT**

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**ATTACHMENT F**

**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

[https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf)

To: leos.kennedy@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

**G1T03**

**12/10/2020**

**CONTRACT INFORMATION**

<b>Contract:</b>	G1T03
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	BROWARD COUNTY BOCC
<b>Vendor ID:</b>	F596000531017
<b>Beginning Date of This Agreement:</b>	12/14/2020
<b>Ending Date of This Agreement:</b>	06/30/2023
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$1,025,017.00
<b>Description:</b>	design of a 2-lane Port Everglades by-pass road: Spangler Blvd. from East of SR-5/US-1/SR-A1A to Eisenhower Blvd. and Ei

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/10/2020**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010404
Expansion Option:	AC
Object Code:	751000
Amount:	\$1,025,017.00
Financial Project:	44620113401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55150200
Category/Category Year:	088572/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$1,025,017.00**