

AGREEMENT  
Between  
BROWARD COUNTY  
and  
BROWN AND CALDWELL  
for  
CONSULTANT SERVICES FOR  
ENGINEERING SERVICES FOR RECLAIMED WATER PLANT EXPANSION  
IN BROWARD COUNTY, FLORIDA  
RFP # R1060205P1

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IN BROWARD COUNTY, FLORIDA  
  
RFP # R1060205P1

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

BROWN AND CALDWELL, a foreign profit corporation, authorized to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H

WHEREAS, COUNTY issued RFP No. R1060205P1 for professional engineering services for expansion of an existing reclaimed water plant at the North Regional Wastewater Treatment Plant (NRWWTP); and

WHEREAS, CONSULTANT represents that it is experienced in providing a full range of engineering services, for all engineering disciplines, to design (including related engineering reports), procure permits, negotiate and provide support related to environmental regulations, prepare construction contract documents, and provide engineering services during construction, related to the expansion of the existing reclaimed water plant; and

WHEREAS, COUNTY wishes to engage CONSULTANT to provide professional engineering services expansion of an existing reclaimed water plant at the NRWWTP; and

WHEREAS, negotiations pertaining to this Project were undertaken between COUNTY and CONSULTANT, and this Agreement incorporates the results of such negotiations; NOW THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

## ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The Director of Water and Wastewater Engineering Division, or Assistant Director of Water and Wastewater Engineering Division, who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.
- 1.6 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 **County Attorney**: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward

County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

- 1.9 **Notice To Proceed:** A written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator.
- 1.10 **Project:** The Project consists of the expansion of an existing 10 Million Gallons per Day (MGD), up-flow filter, reclaimed water plant located at the North Regional Wastewater Treatment Plant (NRWWTP).
- 1.11 **Subconsultant:** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to the County through the Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

## ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 COUNTY has budgeted funds for the Project. This Project is funded with COUNTY funds.
- 2.2 COUNTY has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken with CONSULTANT, and this Agreement incorporates the results of such negotiations.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the phases set forth in Exhibit "A," attached hereto and made a part hereof, and shall include design and related engineering reports, permitting, negotiation and support related to environmental regulations, construction contract documents, bid and award assistance, and

engineering services during construction, with coordination required among multiple engineering disciplines (such as, civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services), as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

- 3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion 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 said work without notifying the Contract Administrator, said 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. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.
- 3.3 Exhibit "A" is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases or for additional services except as otherwise provided herein. COUNTY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If COUNTY and CONSULTANT cannot contractually agree, COUNTY shall have the right to immediately terminate negotiations at no cost to COUNTY and procure services for future Project phases from another source.
- 3.4 CONSULTANT shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from COUNTY.

ARTICLE 4  
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;  
LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in Exhibit "A" within the time periods specified in the Project Schedule included in Exhibit "A"; said time

periods shall commence from the date of the Notice to Proceed for such services.

- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive a Notice to Proceed from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent 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 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were 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 promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or 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, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5 In the event 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 or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.
- 4.6 [Intentionally Left Blank.]
- 4.7 In the event services are scheduled to end due to the expiration of this Agreement, the CONSULTANT agrees that it shall continue service upon the

request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The CONSULTANT shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CONSULTANT of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

### 5.1 AMOUNT AND METHOD OF COMPENSATION

#### 5.1.1 Maximum Amount Not-To-Exceed Compensation

Compensation to CONSULTANT for the performance of Basic Services identified in Exhibit "A," Tasks 1 – 3, as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$7,780,761.88. CONSULTANT shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

#### 5.1.2 [Intentionally Left Blank.]

#### 5.1.3 Optional Additional Service

COUNTY has established an amount of \$250,000 for the performance of additional Basic Services as identified in Task 4 of Exhibit "A." Services provided under Task 4 shall be payable on a "Maximum Amount Not-To-Exceed" basis or an agreed upon "Lump Sum" basis, based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under this task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Any unused amounts shall be retained by COUNTY.

#### 5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of \$104,864.92 for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.



#### 5.1.5 Salary Rate

The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B" and are further described in Section 5.2. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 5.3 and Article 6.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees with no "markup." Likewise, CONSULTANT shall bill, with no mark-up, all maximum not to exceed subconsultant fees using the employee categories for Salary Costs on Exhibit "B" as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant fees shall be billed in the actual amount paid by CONSULTANT.

#### 5.1.6 [Intentionally Left Blank.]

5.1.7 The dollar limitation set forth in Sections 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to CONSULTANT, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

### 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 which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after CONSULTANT's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available; provided, however, CONSULTANT certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Section 5.2. Subconsultants may be exempted from the FAR audit requirements of Section 5.2 upon application to, and written approval by, the County Auditor.

- 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 the CONSULTANT or any subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit.
- 5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the CONSULTANT's 'home office' rates. Should it become appropriate during the course of the agreement that a 'field office' rate be applied, then it is incumbent upon the CONSULTANT to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and invoice the COUNTY accordingly.
- 5.2.4 The total hours payable by the COUNTY for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall CONSULTANT be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit B, adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.
- 5.2.5 Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, hourly rates have been negotiated with CONSULTANT utilizing a method and factors agreed to by CONSULTANT and the Contract Administrator which do not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth on Exhibit "B," attached hereto.

### 5.3 REIMBURSABLES

- 5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project, and as not otherwise specified in Exhibit A, may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:
- a) Transportation expenses, subject to the limitations of Section 112.061, Florida Statutes to locations outside the Miami-Dade-Broward-Palm Beach County area or from locations outside Miami-Dade-Broward-Palm Beach County.

- b) Per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days.
- c) Cost of printing, reproduction, or photography.
- d) Testing costs.
- e) All fees paid to regulatory agencies, excluding those permits required for the Contractor.
- f) Other miscellaneous expenses.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

#### 5.4 METHOD OF BILLING

##### 5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables 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 Reimbursables by category and identify same as to 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 Reimbursables, 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 Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which 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, Reimbursables by category, and subcontractor 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 which 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) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase.

5.5.2 Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, COUNTY shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to CONSULTANT at:

Brown and Caldwell  
P.O. Box 45208  
San Francisco, CA 94145-0208

ARTICLE 6  
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. 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, prior to any deviation from the terms of this Agreement, including the initiation of any Additional Services.
- 6.2 Costs of Additional Services identified by the Contract Administrator during the life of this Agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion date for CONSULTANT's performance of those additional services.
- 6.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above, if applicable. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.
- 6.4 As provided in Section 9.2, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by COUNTY for opportunities to include or increase CBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7  
COUNTY'S RESPONSIBILITIES

- 7.1 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.
- 7.2 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.

- 7.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

## ARTICLE 8 INSURANCE

- 8.1 CONSULTANT shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "D" in accordance with the terms and conditions stated in this Article.
- 8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONSULTANT shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 8.3 Within fifteen (15) days of notification of award, CONSULTANT shall provide to COUNTY proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. COUNTY reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the COUNTY determines all performance required of CONSULTANT is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "D." COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to COUNTY upon expiration.
- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 8.5 If CONSULTANT uses a subconsultant or subcontractor, CONSULTANT shall ensure that each subconsultant or subcontractor names "Broward County" as an

additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 9  
EEO AND CBE COMPLIANCE

- 9.1 No party to this Agreement 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 contract. CONSULTANT shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CONSULTANT to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

CONSULTANT shall include the foregoing or similar language in its contracts with any subconsultants, subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 9.2 The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONSULTANT agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. CONSULTANT acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program 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 if CONSULTANT concludes that the modification exceeds the authority of this section of this Agreement. 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.

The COUNTY shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Agreement price by ten percent (10%), for opportunities to include or increase the participation of CBE firms already involved in this Agreement. CONSULTANT shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

- 9.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONSULTANT understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONSULTANT agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 9.4:

Total CBE Goal	24%
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CONSULTANT may not terminate for convenience a CBE firm listed as a subcontractor in the CONSULTANT's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. 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 the Office of Economic and Small Business Development 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, including for cause, CONSULTANT shall with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

- 9.4 In performing services for this Project, the Parties hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit "C"). Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
- 9.5 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to CONSULTANT's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONSULTANT's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.
- 9.6 CONSULTANT understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONSULTANT shall report monthly regarding compliance with its CBE obligations in accordance with Section 5.4 of this Agreement.
- 9.7 In the event of CONSULTANT's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONSULTANT:
- 9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.
- 9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONSULTANT,

then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONSULTANT and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

- 9.7.3 Nothing under this Section 9.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.
- 9.8 Nonpayment of a CBE subconsultant, subcontractor or supplier as required by Section 3.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subconsultant, subcontractor or supplier. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.8 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor, or supplier.
- 9.9 If CONSULTANT fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.

## ARTICLE 10 MISCELLANEOUS

### 10.1 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 become 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 of 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.

## 10.2 TERMINATION

10.2.1 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 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 the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of COUNTY by someone other than the Board, termination by COUNTY may be by action of the County Administrator or the 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 in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. The Agreement may also be terminated for cause if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by the Board:

10.2.2.1 Upon the disqualification of CONSULTANT as a CBE by COUNTY's Director of the Office of Economic and Small Business Development if CONSULTANT's status as a CBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT;

10.2.2.2 Upon the disqualification of CONSULTANT by COUNTY's Director of the Office of Economic and Small Business

Development due to fraud, misrepresentation, or material misstatement by CONSULTANT in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the CBE contractual obligations;

10.2.2.3 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT or such participant;

10.2.2.4 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

10.2.2.5 If CONSULTANT is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for COUNTY's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CONSULTANT shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

### 10.3 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

10.3.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONSULTANT and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent CONSULTANT is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONSULTANT and its subconsultants and subcontractors shall:

- 10.3.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;
- 10.3.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 10.3.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 10.3.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONSULTANT to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

10.3.2 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its subconsultants and subcontractors. For each subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the subconsultant or subcontractor and the cumulative total of the payments made to the subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written

form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

10.3.3 CONSULTANT and its subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. 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.

10.3.4 CONSULTANT shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.3.

#### 10.4 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and 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 COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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.

## 10.5 SUBCONSULTANTS

10.5.1 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. Where CONSULTANT's failure to use subconsultant results in CONSULTANT's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof.

10.5.2 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 8 on CONSULTANT's subconsultants.

## 10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.5. COUNTY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without COUNTY's written consent.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

## 10.7 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its 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, and 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 for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT.

10.8 REPRESENTATIVE OF COUNTY AND CONSULTANT

10.8.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.8.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

10.9 ALL 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.



#### 10.10 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.

#### 10.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Director, Broward County Water and Wastewater Engineering Division  
2555 W. Copans Road  
Pompano Beach, FL 33069

FOR CONSULTANT:

Albert L. Perez, P.E., Vice President  
Brown and Caldwell  
1560 Sawgrass Corporate Parkway, Suite 240  
Sunrise, FL 33323

#### 10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT's signature on this Agreement shall act as the execution of a truth-in-negotiation certificate stating that wage rates, unit costs, and any other representations supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates, unit costs, and any other representations. All such contract adjustments shall be made within one (1) year following the end of this Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work, whichever is later.

#### 10.13 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way 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.

#### 10.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their 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.

#### 10.15 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Section 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CONSULTANT shall also serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a) of the Broward County Procurement Code.

#### 10.16 [Intentionally Left Blank.]

#### 10.17 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and

shall not be deemed as acting as officers, employees, or agents of COUNTY, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

#### 10.18 THIRD PARTY BENEFICIARIES

Except as provided under Section 9.7, neither CONSULTANT nor COUNTY intend to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 10.19 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 related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

#### 10.20 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, 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. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the

Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 10.21 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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.

#### 10.22 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 10.23 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 10.25 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

#### 10.26 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. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **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.**

#### 10.27 INCORPORATION BY REFERENCE

The attached Exhibits A, B, C, C-1, and D are incorporated into and made a part of this Agreement.

#### 10.28 RE-USE OF PROJECT

COUNTY may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use 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 re-use fee to be negotiated between CONSULTANT and COUNTY's Purchasing Negotiator, subject to approval by the proper awarding authority.

Each re-use 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 re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation,

provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

#### 10.29 PAYABLE INTEREST

10.29.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest 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 based on or related to this Agreement.

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### 10.30 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

#### 10.31 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

#### 10.32 DOMESTIC PARTNERSHIP REQUIREMENT

CONSULTANT certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 161½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of CONSULTANT to comply shall be a material breach of the Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due


CONSULTANT until CONSULTANT complies; (2) termination of the Agreement; and (3) suspension or debarment of CONSULTANT from doing business with COUNTY.

(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 9<sup>th</sup> day of December, 2014, and BROWN AND CALDWELL, signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:

  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

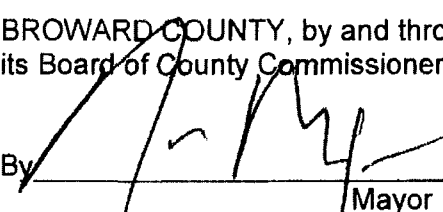


Insurance requirements  
approved by Broward County  
Risk Management Division


By  11/24/14  
Risk Management Division (Date)

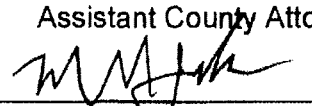
Jacqueline A. Binns  
Print Name and Title above  
Risk Insurance and  
Contracts Manager

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
Mayor  
9<sup>th</sup> day of December, 2014

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

By  11/25/14  
Al A. DiCalvo (Date)  
Assistant County Attorney

 11/25/14  
Michael J. Kerr  
Chief Trial Counsel

AAD

Brown&Caldwell-EnginSvcReclaimedWaterPlantExp(RFP-R1060205P1)\_v2Final-112114.a01

11/21/14

#13-077.15



AGREEMENT BETWEEN BROWARD COUNTY AND BROWN AND CALDWELL FOR  
CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR RECLAIMED  
WATER PLANT EXPANSION IN BROWARD COUNTY, FLORIDA, RFP # R1060205P1

CONSULTANT

ATTEST:

BROWN AND CALDWELL

\_\_\_\_\_  
Secretary

By 

\_\_\_\_\_  
President/Vice-President

\_\_\_\_\_  
(Print/Type Name)

Robert Porter, Vice President  
(Print/Type Name and Title)

\_\_\_\_\_  
(Corporate Seal)

24<sup>th</sup> day of November, 2014.

OR

WITNESSES:

  
\_\_\_\_\_  
Signature

Nigel Grace  
\_\_\_\_\_  
Print/Type Name

  
\_\_\_\_\_  
Signature

ROBERTO ORTIZ  
\_\_\_\_\_  
Print/Type Name

**EXHIBIT A**  
**SCOPE OF SERVICES - REVISED**  
**Request for Proposal: R1060205P1**

**Engineering Services for Reclaimed Water Treatment Plant Expansion at the  
North Regional Wastewater Treatment Plant  
BCWWS Project Number 9186C  
November 13, 2014**

**BACKGROUND**

The North Regional Wastewater Treatment Plant (NRWWTP) utilizes a 54-inch ocean outfall and Class I Injection Wells as the primary means of treated effluent disposal. Recent legislation by the State of Florida, generally known as the "Ocean Outfall Rule", eliminates the use of ocean outfalls for disposal after 2025, except during wet weather events and limited to 5% of the Baseline Flow of the facility. Besides curtailing the use of the ocean outfall as a primary means of disposal, the Outfall Rule also mandates the implementation of a wastewater reclamation program with a minimum capacity of 60 percent of the facility's Baseline Flow above and beyond current reclaimed water application. For the NRWWTP, this translates to a total reclaimed water production of approximately 26 mgd.

The NRWWTP currently operates reclaimed water facilities that are rated at 10 mgd. Of this, 4.75 mgd is currently committed to existing uses. The Broward County Water and Wastewater Services (**COUNTY**) has developed a plan to allocate the remaining 20 mgd by supplying public access reclaimed water to Large Users in northern Broward County and is currently entering into a joint agreement with Palm Beach County (PBC) to supply public access water to the County line; then PBC will then re-distribute it throughout its system.

The NRWWTP's existing reclaimed water facilities consist of the following major components: 1) Filter Feed Pumping Station used to divert a portion of the secondary effluent to the reclaimed facilities, 2) Tertiary Filtration with granular upflow filters, 3) Disinfection with chlorine solution injection and mixing in a chlorine contact tank, 4) Storage tanks, and 5) High Service Pumping to distribution system.

The **COUNTY** has requested that Brown and Caldwell (**CONSULTANT**) perform pre-design, detailed design, bidding and permitting services, and engineering services during construction for the expansion of the existing reclaimed facility to increase its firm rated capacity to approximately 26 mgd. The proposed expansion shall treat secondary effluent to meet High Level Disinfection (HLD) standards as defined by the Florida Department of Environmental Protection (FDEP) in the Florida Administrative Code (F.A.C) 62-600.440(5) as the following:

- Effluent fecal coliform values shall be below detection limits (BDL) per 100 mL sample. Reference "compliance to HLD" discussed later in this section.

- Where chlorine is the disinfectant, a rapid mix system shall be provided and a residual of 1.0 mg/L shall be maintained at all times and a minimum contact time of 15 minutes shall be provided at peak flow.
- Where chlorine is the disinfectant, the product of the residual chlorine (in mg/L) and the contact time (in minutes), which is referred to as "Ct" shall be:
  - at least 25 for post-filtration effluents, which have a fecal count of less than 1,000 counts per 100 mL,
  - at least 40 for post-filtration effluents, which have a fecal count between 1000 and 10,000 counts per 100 mL,
  - at least 120 for post-filtration effluents, which have a fecal count greater than 10,000 counts per 100 mL.
- System shall be designed to reduce total suspended solids (TSS) to 5 mg/L prior to disinfection.
- Compliance with HLD shall be measured as follows:
  - 75 percent of fecal daily samples over a 30-day period shall be below detection limits,
  - No one fecal daily sample shall be greater than 25 counts per 100 mL,
  - No one sample of TSS measured before disinfection shall be greater than 5 mg/L.

The following summarizes the major components of the proposed expansion:

- Expansion and modification of the existing filter feed transfer station to be able to convey up to an annual average daily flow of approximately 26mgd to the tertiary filtration system. The existing pumps are currently located outdoors and the proposed expansion/modification will maintain the transfer station outdoors.
- Expansion of the existing partitioned concrete structure that includes the tertiary filters and chlorine contact tanks to:
  - Install additional upflow filter units for a rated treatment capacity of 26 mgd. No retrofit upgrades to existing filter units will be included, however, the proposed filters will incorporate available improvements to enhance operating performance.
  - Expand the existing chlorine contact tanks (CCT) such that the tank volume provides sufficient hydraulic retention and adequate mixing conditions to achieve a minimum contact time of 15 minutes at peak flow.
- A new concrete slab and containment area that will house new chemical storage tanks (bulk tanks) and chemical transfer/metering pumping equipment for the chemical coagulation system and the commercial sodium hypochlorite system. Both chemicals will be fed neat and the building will be sized to store chemicals required for the total capacity resulting from this expansion only.
- A new concrete building to house a new electrical transformer, motor control center and gear associated with this expansion. This additional electrical load will require a new electrical feed from Florida Power and Light (FPL). The building will be sized to house all gear/loads identified in the Electrical Master Plan. However, the electrical gear installed in this project will be limited to that required for the reclaimed water expansion project.

- Expansion of the reclaimed water distribution building to install new high service pumps to supply the new reclaimed water customers in northern Broward County and PBC. The rated capacity of these pumps will be determined during the design activities. It is assumed that gravity flow from the CCTs to the existing onsite storage tanks will continue to be feasible (i.e. transfer pumping will not be required) and that high service pumping will be designed to supply a single pressure gradient over 24-hour continuous delivery (for supply to Palm Beach County) that is consistent with operating conditions to be established by the **COUNTY**.
- Expansion of reclaimed water transmission piping that ends at the property line at Copans Road. This will connect to the **COUNTY**-designed transmission pipe to Palm Beach County.
- New yard piping connecting to the new process areas
- Auxiliary systems and facilities inclusive of performance monitoring/controls, reject water management, sanitary drain piping/lift station, and standby power generation and fuel storage.
- Civil-site modifications as required to maintain adequate grading for the new facilities, to provide service roads to the new additions (if required) and to expand the existing stormwater collection to compensate for the addition of the new structures.

The scope of work is divided into three main phases as defined by the Request for Proposal document issued by the **COUNTY**:

Phase I – Basis of Design Report

Phase II – Design

Phase III – Engineering Services during Construction

## 1.0 Phase I – Basis of Design Report

Prior to commencing the development of detailed design documents, **CONSULTANT** will define the basis of design criteria for the sizing and layout of the major process areas defined in the Background. A Technical Memorandum (TM) for each process area will be prepared. The following TM will be prepared during this phase:

- NRWTP Reclaimed System Capacity, Reliability, and Water Quality
- Site Planning, Development and Technical Coordination of Existing/Planned Projects
- Filter Feed Pumping Station
- High Service Pumping System and Integration with Existing Storage
- Chemical Storage and Metering Systems - Coagulation and Disinfection
- Electrical and Standby Power System Design and Integration Requirements

Each TM will include, at a minimum, the following sections:

- Introduction
- Process Design Criteria
- Facility Recommended Equipment Layouts and Supporting Considerations

The Technical Memoranda will be compiled into a Final Basis of Design Report (BODR), which will be attached to the Major Permit Modification for the Florida Department of Environmental Protection (FDEP) as required by F.A.C. 62-620.910 (2) and 62-620.320 (1).

In addition to the TMs, this report will also include the following appendices:

- Equipment Lists
- Geotechnical Report
- Site Survey

### 1.1 Project Schedule

Prior to the Kickoff/Design Preference Review Meeting, a project schedule will be developed. The schedule will show the inter-relationships between tasks using a Gantt format. This Gantt schedule will be updated only one (1) time following comments received during the Kickoff/Design Preference Review Meeting.

### 1.2 Data/Information Gathering and Review

A list of data needs for the entire project will be developed and submitted to the **COUNTY**, this list will be discussed during the Kick-Off /Design Preference Review Meeting. **CONSULTANT** shall rely on the **COUNTY** to compile and furnish (within three (3) weeks) all required data into one (1) packet for its use in preliminary engineering. **CONSULTANT** will review for completeness and advise of any missing documentation. Information may include:

- As-built Records (including piping, structural, electrical)

- Geotechnical/Survey data
- Utility Locations
- Facilities Planning Studies (including electrical master plan, WWTP SCADA improvement, plant capacity study, etc.)
- Operating Data (including filter feed influent data, effluent MORs, reclaimed distribution flow data, chlorine residual data of reclaimed system effluent, chlorine gas usage)
- Wastewater Treatment Plant Permit (with Administrative Order)
- Stormwater Permit and Application
- Data on other chemicals in use
- Records of levels in reclaimed storage tank
- Filter design capacity and ratings (information and documentation)
- Nameplate data for existing filter feed pumps
- Hydraulic model for reclaimed (effluent) transmission system
- Any other available information regarding flow requirements that would be needed to design proposed high service pumps for the reclaimed system (design flows and pressures)
- Particle distribution counts for secondary effluent streams from each treatment module
- Standardization requirements for any type or brand of mechanical or electrical equipment
- CD with all required County drawing details and specifications to be incorporated in project design documents, as well as any guidelines

### **1.3 Technical/Project Coordination (During BODR Phase)**

**CONSULTANT** is required to coordinate among all subconsultants. This coordination role is essential for a well-integrated BODR development. **CONSULTANT's** coordination role involves General Project Responsibilities and coordination of technical details/direction associated with all BODR activities. **CONSULTANT's** General Project Responsibilities that apply to the work of all subconsultants include, in part:

1. Coordinate/furnish data inputs and decisions
2. Coordinate sequence of delivery efforts
3. Standardization of BODR-level layouts
4. Project communication
5. Periodic progress assessment
6. Assessment and resolution of technical issues
7. Cost estimating standardization/coordination
8. QA/QC

#### **1.4 Kick-off /Design Preference Review Meeting**

**CONSULTANT** shall coordinate a Kick-off and Design Preference Review Meeting within 15 working days of the Notice-to-Proceed with the **COUNTY**. During this meeting, the following shall be established and discussed:

- Key Team personnel and point of contacts for each process component,
- The location and availability of data relating to the reclaimed water treatment plant process characteristics and components,
- Preliminary project schedule,
- Specific project objectives (Client Success Factors),
- List **COUNTY** equipment preferences
- A Project Risk Register
- Schedule Process Area Concept Meeting

Meeting minutes will be prepared and distributed electronically to the **COUNTY** for review and comment. The minutes will include a list of design decisions made during the meeting.

#### **1.5 Site Visit and Preliminary Site Planning, Investigation, and Coordination**

**CONSULTANT** will perform the following:

- Collection and dissemination of institutional knowledge
- A site walk-through by the Project Team
- Preliminary facility sizing and site layout
- Preliminary site investigation – identify major conflicts that would impact layout decisions based on field as-built conditions
- Agree (with **COUNTY**) on available footprint to accommodate major project elements
- Technical coordination with ongoing projects (e.g. sizing and configuration of the electrical building, coordination with the ongoing SCADA project, etc.)

**CONSULTANT** will prepare a technical memorandum that documents the findings and decisions made.

#### **1.6 Site Investigations**

**CONSULTANT** shall perform site investigations including surveying, subsurface utility exploration and geotechnical services. Details are provided below.

##### **1.6.1 Survey**

A site survey defining the site topography of the proposed improvements showing the horizontal and vertical control, contours, topographic features, structures, utilities and other necessary information. The horizontal control shall be based upon the NAD 83, 1990 adjustment and obtain vertical control based upon the North American Vertical Datum of 1988 (NAVD 88). This task assumes the survey for site topography and horizontal position of existing structures is currently being performed under two separate **COUNTY** projects and will be provided for this project. If additional horizontal or topographic

surveying is deemed to be necessary, this will be performed under Task 5 – As-Needed Services.

Supplemental surveying will be conducted under this task to establish vertical position of key assets. The vertical elevation of top of weir/wall/floor and overflow elements of existing structures impacted by the proposed work will be surveyed hereunder. This task includes the review of **COUNTY**-furnished documents, solicit clarifications where required, integrating the files into the required background in addition to the supplemental survey work required to establish vertical elevations of key structural elements.

#### **1.6.2 Subsurface Utility Exploration**

A subsurface utility exploration will be conducted at the proposed improvement sites within the plant and for proposed yard piping routing. The exploration will consist of ground penetration radar and soft dig locates. Ground Penetrating Radar (GPR) will be used to designate, verify and document location of existing underground facilities, including major piping, electrical conduits, and storm water facilities. The soft digs will verify the elevation of the designated underground facilities. Specifically, this subtask will include the following activities:

- Review existing as-builts and utility location data in the vicinity of the proposed work
- Identify potential conflicts and critical interconnects that require subsurface investigation
- Identify supplemental and confirmation subsurface utility location
- Conduct GPR investigation of site over a three-day period with two mobilizations (i.e. two days exploration followed by one day)
- Conduct potholing to establish the vertical elevation of 25 designated utility locations
- Review findings of subsurface utility investigation and develop recommended follow-up, where appropriate
- Transmit utility location results to **COUNTY** in electronic AutoCad format and update site/yard piping plans to reflect findings.

#### **1.6.3 Geotechnical**

A geotechnical investigation will be conducted to provide an indication of subsurface conditions in the vicinity of proposed work. The investigation will provide information to perform foundation design for the proposed facilities.

#### **1.7 Draft Basis of Design Report (BODR)**

**CONSULTANT** will develop a draft BODR. The draft BODR shall consist of a compilation of several Technical Memoranda that will address the major process areas as well as an overall approach to the expansion on a discipline by discipline basis. Eight (8) copies of the draft BODR shall be submitted. Overall, the BODR will include the following information:



- Preliminary list of permits and permit requirements
- Design flows and loads
- Process mechanical design narrative description/summary (for each unit process):
  - Process flow diagrams
  - Tank dimensions and equipment sizes (with general arrangement drawings)
  - Operational strategies and control philosophy
  - Redundancy requirements (firm capacities and out-of-service unit requirements)
- General structural criteria such as construction materials types, code requirements, wind loads, and important structural/geotechnical design issues identified such as presence of groundwater.
- General electrical criteria such as dual-site power requirements from FPL and distribution voltage, main switchgear and MCC voltage, configuration, overall power one-line diagram for the facility, special hazard zones, summary of EI&C client preference survey, emergency/standby power requirements, preliminary layout of Electrical/Generator building, proposed FPL drop feed location and determination if an easement is required.

### **1.8 Preliminary Design Review Workshop**

A Design Review workshop between the **COUNTY** and **CONSULTANT** shall be held after the draft BODR is submitted and a list of review comments from the **COUNTY** has been transmitted to the **CONSULTANT**. The workshop is intended to be a comprehensive half-day long meeting with the **COUNTY** to discuss the design decisions and to discuss what decisions are going to be made by the next milestone. Meeting minutes will be prepared and distributed electronically to the **COUNTY** for review and comment. The minutes will include a list of design decisions made during the workshop as well as written responses to all review comments from the **COUNTY**.

### **1.9 Final Basis of Design Report**

The BODR shall be finalized based upon the comments received by the **COUNTY**. Four (4) copies of the final report shall be submitted. Acceptance of this final BODR will be required prior to initiating final design. Such acceptance shall constitute agreement on design concepts, layout and process decisions to the extent that subsequent changes would adversely impact detailed design level of effort and schedule.

## 2.0 Phase II – Design

### 2.1 Technical/Project Coordination (During Design Phase)

**CONSULTANT** is required to coordinate among all subconsultants. This coordination role is essential for a well-integrated design and successful project delivery. **CONSULTANT's** coordination role involves General Project Responsibilities and coordination of technical details/direction associated with all design activities. **CONSULTANT's** General Project Responsibilities that applies to the work of all subconsultants include, in part:

1. Coordinate/furnish data inputs and decisions
2. Coordinate sequence of delivery efforts
3. Standardization of design details/specifications
4. Project communication
5. Periodic progress assessment
6. Assessment and resolution of changed conditions
7. Cost estimating coordination
8. Preparation of all specifications

Technical direction/coordination support for the work by our subconsultants includes:

1. QA/QC and/or conformance review and documentation
2. Technical Coordination Support (for each sub) includes:
  - a. Hazen and Sawyer – electrical, hydraulic integration, civil and structural coordination
  - b. Cartaya and Associates – Electrical, HVAC, architecture, I&C, plumbing, civil/drainage, and yard piping coordination
  - c. Cordova Rodriguez and Associates – site layout, space utilization, footprint development, ingress/egress, coordination with buried assets, geotechnical and survey
  - d. Hillers Electrical Engineers – unit/integrated process control, functional descriptions, coordination with WWS operations, architecture/space utilization, structural, mechanical design
  - e. Keith and Associates – coordination with site/civil, architectural and process/mechanical/hydraulic disciplines
  - f. Metco Southeast Services – coordination with electrical, architecture, process/mechanical disciplines and yard piping/utilities
  - g. Tierra South Florida – coordination with site/civil and structural disciplines
  - h. McCafferty Brinson and Associates – coordination with all disciplines/particularly architecture and site/civil for municipal permitting.

## 2.2 30 Percent Design

Upon receipt of written acceptance of the meeting minutes for the BODR workshop, the **CONSULTANT** will commence with the preparation of the 30 percent design drawings, specification table of contents and estimate of probable construction cost.

Contents of the 30 percent drawings and specifications will meet the following criteria:

- Process Flow Diagrams (overall process and chemical feed systems)
- Hydraulic Profile
- Process and Instrumentation Diagrams
- Control System Block Diagram
- Site Plan
- Main Electrical Single Line Diagrams
- Filter Feed Pumping Station Mechanical and Structural Plan
- Coagulation System Filter Feed Pumping Station Mechanical and Structural Plan
- Upflow Filtration System Filter Feed Pumping Station Mechanical and Structural Plan
- Disinfection System Filter Feed Pumping Station Mechanical and Structural Plan
- Chemical Storage System Filter Feed Pumping Station Mechanical and Structural Plan
- High Service Pumping System and Storage Filter Feed Pumping Station Mechanical and Structural Plan
- Preliminary Electrical Building Electrical Layout, Structural, and Life Safety Plan

### 2.2.1 30 Percent Construction Documents

Develop 30 percent drawings that provide the overall layout for all of the process areas inclusive of plan views and development of key sections, elevations and additional details that provide a multi-disciplinary representation of project requirements. Prepare a Specification Table of Contents. Four (4) half size copies of the drawings and eight copies of the specification book shall be submitted.

### 2.2.2 30 Percent Opinion of Probable Cost

A Class 4 AACE Opinion of Probable Cost will be developed using the 30 percent construction documents. Major equipment costs shall be obtained from approved vendors. The opinion of probable cost shall be included in the 30 percent construction document submittal.

### 2.2.3 30 Percent Design Review Workshop

A design review workshop between the **COUNTY** and **CONSULTANT** shall be held after the 30 percent construction document is submitted and a list of review comments from the **COUNTY** has been transmitted to the **CONSULTANT**. The workshop is intended to be a comprehensive day-long meeting with the **COUNTY** to discuss the design decisions and to discuss what decisions are going to be made by the next milestone. Meeting minutes will be prepared and distributed electronically to the **COUNTY** for review and comment. The minutes will include a list of design decisions made during the workshop as well as written responses to all of the review comments received by **COUNTY**.

## 2.3 50 Percent Design

Upon receipt of written acceptance of the meeting minutes for the 30 Percent Design Review Workshop, the **CONSULTANT** will commence with the preparation of the 50 percent design drawings, specifications, estimate of probable construction cost, construction schedule, constructability review, and operability review.

Contents of the 50 percent drawings and specifications will meet the following criteria:

### Process/Mechanical:

- Detailed mechanical drawings, including layouts and dimensions for major equipment and piping (ancillary equipment and support piping will not be included) showing major sections, equipment elevations and accessibility of major assets to O&M personnel;
- Size and control/manual valves and piping; select all valve types;
- Final pump sizing and selection;
- Develop standard mechanical detail sheets;
- Specifications for major process equipment, pumps, blowers, filter mechanisms, etc. are substantially complete; and
- Tie-in locations to existing systems

### Civil/Site:

- Preliminary site layout, including horizontal location of major structures and buildings, roadways, parking areas, construction staging areas, and storm water retention areas
- Preliminary paving, grading, and drainage drawings, and
- Preliminary yard piping drawings showing major process piping, electrical duct banks and manholes, utility crossings, stormwater piping and manholes, and sanitary drain piping and manholes and other supporting piping and duct banks as required
- Develop standard site/civil details anticipated to be used on the project.

Structural:

- Develop foundation design for the electrical and chemical buildings based on findings from geotechnical investigation.
- Develop subgrade preparation specifications in Division 2 based on recommendations from geotechnical report
- Structural plans and sections showing slab and wall dimensions and column thickness and beam layouts, column cross-section dimensions, beams depths and widths, and preliminary detailing of major steel reinforcement.
- Develop placement/layout of elevated walkways, stairs, railings and other equipment/pipe supports and standard details.

Architectural:

- Building floor plans/elevations/major section
- Exterior elevations
- Select roof and wall systems.
- Major permitting compliance chart
- Life and Safety Plan
- Landscaping and irrigation system

HVAC:

- Develop sizing calculations for equipment
- Develop HVAC airflow schematics
- Ductwork layout
- Mechanical room layout, and
- Louver sizing

Electrical:

- Power Distribution Main single-line diagram showing major electrical equipment
- Switchgear and MCC single-line diagrams and elevations
- Complete power panels single line diagrams
- Locations of any outdoor equipment such as FPL transformers
- Preliminary layout of duct bank system
- Fire Protection Plan
- Final Electrical/Generator Building electrical equipment layout
- Final sizing of switchgear, MCCs, and VFDs.
- Determine all equipment require uninterruptible power supply (UPS) and location and UPS equipment
- Develop detailed lighting concepts layout
- Preliminary site lighting layout (limited to vicinity of impacted areas)

- Motor and VFD control schematics
- Meeting with FPL to finalize power distribution to the Plant and any transformer vault requirements
- Develop standard electrical details

Instrumentation and Control:

- Draft Process and Instrumentation Diagrams
- Control System Block Diagram
- Size and locate PLCs
- Final equipment numbering/tagging
- Update control strategies and narratives
- Preliminary network and communications drawings
- Final selection of instruments and size requirements
- Sizing of control panels, network communication rooms, control system enclosures, and uninterruptable power supplies
- Drawings showing panel locations.

**2.3.1 50 Percent Construction Documents**

Develop 50 percent drawings that further detail the design requirements inclusive of the refinement of plan views and development of key sections, elevations and additional details that provide a multi-disciplinary representation of project requirements. Prepare a Specification Book that includes specifications for major project components. This task shall also include a coordination review of the **COUNTY's** current General Conditions and other **COUNTY** prepared specifications that are required to be included in the contract documents. With the exception of those indicated above, all of the specifications will be in a "guide spec" status. Four (4) half size copies of the drawings and eight copies of the specification book shall be submitted.

**2.3.2 50 Percent Opinion of Probable Cost**

A Class 3 AACE Opinion of Probable Cost will be developed using the 50 percent construction documents. Major equipment costs shall be obtained from approved vendors. The opinion of probable cost shall be included in the 50 percent construction document submittal.

**2.3.3 50 Percent Construction Schedule**

Refinement of Construction Schedule based on site constraints and construction sequencing approach. The schedule will be broken down by general construction phases and by process area. The schedule shall also indicate the relativity between tasks. The construction schedule shall be included in the 50 percent construction document submittal.

#### **2.3.4 50 Percent Design Review Workshop**

A design review workshop between the **COUNTY** and **CONSULTANT** shall be held after the 50 percent construction document is submitted and a list of review comments from the **COUNTY** has been transmitted to the **CONSULTANT**. The workshop is intended to be a comprehensive day-long meeting with the **COUNTY** to discuss the design decisions and to discuss what decisions are going to be made by the next milestone. Meeting minutes will be prepared and distributed electronically to the **COUNTY** for review and comment. The minutes will include a list of design decisions made during the workshop as well as written responses to all of the review comments received by **COUNTY**. At the completion of the 50 percent design, this will be considered a design freeze moving forward to the 90 percent design.

#### **2.4 90 Percent Design**

Upon receiving a written acceptance of the meeting minutes for the 50 Percent Design Review Workshop, the **CONSULTANT** will commence with the preparation of the 90 percent design drawings, specifications, estimate of probable construction cost, and construction schedule.

The 90 percent construction documents shall be coordinated between disciplines and specifications. All details and specifications (with the exception of the General Conditions documents which will be developed by the **COUNTY**) will be developed and included.

##### **2.4.1 90 Percent Construction Documents**

Refinement of the 50 percent drawings to the level described above. Five (5) half-size copies of the drawings and five (5) copies of the specification book shall be submitted.

##### **2.4.2 90 Percent Opinion of Probable Cost**

A Class 2 AACE Opinion of Probable Cost will be developed using the 90 percent construction documents. Major equipment costs shall be obtained from approved vendors. The opinion of probable cost shall be included in the 90 percent construction document submittal.

##### **2.4.3 90 Percent Construction Schedule**

Refinement of the Construction Schedule based on comments from the **COUNTY**, the outcome of the Constructability and Operability Reviews, as well as other issue that might have arisen between the 50 and 90 percent design stages. The construction schedule shall be included in the 90 percent construction document submittal.

##### **2.4.4 90 Percent Design Review Workshop**

A 90 Percent Design Review workshop between the **COUNTY** and **CONSULTANT** shall be held after the 90 percent construction document is submitted and a list of review comments from the **COUNTY** has been transmitted to the **CONSULTANT**. The workshop is intended to be a comprehensive day-long meeting with the **COUNTY** to discuss the design decisions and to discuss what decisions are going to be made by the next milestone. Meeting minutes will be prepared and distributed electronically to the **COUNTY** for review and comment. The minutes will include a list design decisions made during the workshop as well as written responses to all comments received by the **COUNTY**.

#### **2.4.5 Permit Review Package**

**CONSULTANT** shall develop and “For Permitting Review” drawing set that incorporates the comments received form the **COUNTY** during the 90 Percent Review Workshop.

**CONSULTANT** shall seek a courtesy review from the Pompano Beach Building Department and shall incorporate appropriate responses to comments received into the design documents. This subtask includes one meeting will be held with the Building Department and mechanical and electrical design disciplines shall be presented at the meeting.

### **2.5 Final Design**

Upon receiving a written acceptance of the meeting minutes for the 90 Percent Design Review Workshop and comments from the permitting agencies, the **CONSULTANT** will update the 90 percent construction documents to address these comments and decisions. Once updated, the construction documents shall be ready to be submitted for purchasing review.

#### **2.5.1 Final Design Documents**

Refinement of the 90 percent drawings and specifications to address comments received during the 90 percent workshop and permitting review process (see Task 3.4 below). Four (4) half size copies of the drawings and four copies of the specification book shall be submitted to the **COUNTY** for Pre-Purchasing Review.

#### **2.5.2 Final Opinion of Probable Cost**

The Class 2 AACE Opinion of Probable Cost will be updated based on the changes between the 90 percent and final design documents. The opinion of probable cost shall be included in the final design submittal.

#### **2.5.3 Final Construction Schedule**

Progression of the developed Construction Schedule based on comments from the **COUNTY** or other issues that might have arisen between the 90 and 100 percent design stages. The construction schedule shall be included in the 100 percent construction document submittal.



## **2.6 Permitting Services**

**CONSULTANT** will coordinate with the pertinent regulatory and local agencies to obtain necessary permits for the proposed facilities. **CONSULTANT** will submit the necessary signed and sealed permitting packages to the required regulatory and local agencies for review and comments. **COUNTY** will be responsible for all permit fees. **CONSULTANT** will meet with each permitting agency to review issues and respond to their requests for additional information. Appropriate review comments will be incorporated into design documents upon receipt of all comments. It is anticipated that the permits that will be submitted will include the following as noted below:

### **2.6.1 FDEP Permit**

FDEP permit submissions for the upgrades to the existing NRWTP will be prepared and submitted. It is assumed that this submittal would be for a major modification to the permit. The final BODR, along with FDEP's Major Modification Application, will be prepared and submitted to FDEP along with the Permit Review set of drawings.

### **2.6.2 Local Regulatory Agency Permits**

Local Regulatory Agency Permits including: 1) Local Fire Marshall's office and 2) Local building department. Comments from these agency reviews will be incorporated into the drawings sets. After the 90-percent stage (following the 90-percent workshop), a "For Permitting Review" package for the project will be developed for courtesy review/comment by the local building department. Comments will be formally responded to in a letter documenting the comment and the proposed resolution. **CONSULTANT** will meet with the local building regulatory agency a maximum of two (2) times during this phase of the work. The resolutions will be included in the 100-percent permitting submittal. Additional meetings, as required to pull required construction permits, will be performed by the **CONTRACTOR**.

### **2.6.3 SFWMD Permit**

Permitting related activities related to stormwater management are included in this activity. It is assumed that the proposed impervious impacts from this project are already reflected in the existing permit and that relatively moderate work will be required to demonstrate conformance and permit the project.

### **2.6.4 Broward County Environmental Protection and Growth Management Division (BCEPGMD) Permitting**

This activity includes all required permit and/or courtesy reviews for permits that are applicable to this project.

## **2.7 Bidding/Award Services**

**CONSULTANT** will provide the following services during the Purchasing Department review and subsequent bidding period between the request to advertise (RTA) submittal and Recommendation of Award letter for the various construction contracts.

### **2.7.1 Pre-Purchasing Review**

**CONSULTANT** shall attend one (1) meeting with the **COUNTY** to receive/discuss comments resulting from its Pre-Purchasing Review. Related activities that will be addressed under this subtask include the following:

- Revise bid forms, alternatives and other related requirements
- Incorporate other necessary revisions to design documents
- Review most current General Conditions contract requirements and provide **COUNTY** with comments, where applicable
- Resubmit one (1) electronic and four (4) paper copies of the final design documents for review by the **COUNTY's** Purchasing Department (note – response to additional comments received are included under Task 3.5 – Bid/Award Services).

### **2.7.2 Purchasing Review of Final Design**

**CONSULTANT** will attend one (1) meeting with the **COUNTY** to receive and discuss comments from its Purchasing Department. **CONSULTANT** shall issue clarification, incorporate comments and participate in telephone discussions to finalize changes to the Final Design Documents.

### **2.7.3 Preparation of Bid Documents**

**CONSULTANT** shall provide input required to update the technical elements of the bid forms to be included in the bid documents. The bid forms, together with the **COUNTY**-furnished General Conditions shall be compiled and consolidated by the **CONSULTANT**. The compiled documents shall be submitted to the **COUNTY** for final review. **CONSULTANT** shall incorporate final changes and prepare four (4) hard signed and sealed copies of the final bid documents for submittal to the **COUNTY**. Compact discs (20 copies) of the compiled documents shall be prepared by consultant for distribution to prospective bidders. Two (2) coordination meetings are assumed as part of this subtask.

### **2.7.4 Conduct Pre-Bid Meeting**

**CONSULTANT** will attend and assist the **COUNTY** to conduct one (1) pre-bid meeting, including a site visit, and a description of the Reclaimed Water Treatment Plant expansion project to prospective bidders. An agenda and minutes will be prepared by the **CONSULTANT** and submitted to the **COUNTY** for distribution.

### **2.7.5 Bid Questions/Clarifications**

**CONSULTANT** will be prepared to respond to technical questions. Bid questions will be documented in writing. Timely responses (within 5 working days) to technical questions will be provided by the **CONSULTANT** in writing. **CONSULTANT's** budget is based on responses to up to 30 written questions and requests for clarification from bidders and it has been estimated and assumed as noted. Non-technical questions inquiries will be addressed by the **COUNTY**. **COUNTY** will provide the **CONSULTANT's** responses to bid questions/clarifications to the bidders.

#### **2.7.6 Addenda Assistance**

**CONSULTANT** will assist the **COUNTY** in the preparation of technical contract addenda and provide to **COUNTY** for distribution. Preparation of the Addenda, printing and distribution will be provided by the **COUNTY**. Based on the complexity of this phase of the project, the **CONSULTANT** has budgeted for two (2) Technical Addenda.

#### **2.7.7 Bid Evaluation**

**COUNTY** will prepare a bid summary. **CONSULTANT** will assist **COUNTY** in reviewing the bid of the potential low bidder, verifying contact references, verifying the bidder's contractor license status and review other listed on the bid form. Non-technical bid requirements will be evaluated by the **COUNTY**. **CONSULTANT** shall issue a letter summarizing the results of its review and recommendation for award. This subtask includes the review of the lowest bidder only. This subtask does not provide an allowance for response to bid protests or other activity that is not customary and routine.

#### **2.7.8 Conformed Contract Documents**

**COUNTY** shall issue notice of award, review all contract forms and related documents for sufficiency and execute the contract to the **CONTRACTOR**. **CONSULTANT** shall incorporate **COUNTY**-furnished executed contract provisions as well as addenda into the Bid Documents to produce a conformed set of Contract Documents. Following the preparation of the Conformed Construction Drawings and Specifications, the **CONSULTANT** shall make ten (10) signed and sealed copies such documents available to the **COUNTY** and the **CONTRACTOR** awarded the project.

#### **2.7.9 Coordination Services**

Prior to Phase III, **CONSULTANT** shall provide coordination services including assistance with acquisition of the required Contractor permits (BCEPGMD and Building Department.), FPL coordination, and other coordination activities required during this stage. This subtask assumes the **COUNTY** shall issue two (2) notices to proceed to the **CONTRACT** with the first being authorization to initiate permitting and address permitting related submittal requirements and clarifications. **CONSULTANT's** effort will include review of permitting related submittals, issuing

clarifications/ modifications to design drawings and general support of **CONTRACTOR's** efforts to secure permits.

### 3.0 Phase III – Engineering Services During Construction

**CONSULTANT** shall provide Services during construction, which will include construction administration services, full-time Resident Project Representatives (one senior and one junior), daily/specialty project inspection, office engineering support and project closeout during the construction phase.

#### 3.1 Construction Administration Services

**CONSULTANT** shall represent the **COUNTY** during the construction phase, which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the **COUNTY** to the **CONTRACTOR** shall be communicated through the **CONSULTANT** unless the **COUNTY** directs otherwise. **CONSULTANT** shall act on behalf of the **COUNTY** only to the extent provided in the Project Agreement and in the Contract Documents. **CONSULTANT** shall have and perform the following duties:

##### 3.1.1 Pre-Construction Meeting

**CONSULTANT** shall schedule and attend a pre-construction meeting which shall include, but shall not be limited to, the **CONSULTANT**, the **COUNTY**, the **CONTRACTOR**, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as other items deemed appropriate by the **CONSULTANT** or the **COUNTY**. **CONSULTANT** shall prepare minutes for this meeting.

##### 3.1.2 Construction Meetings

During construction, the **CONSULTANT** shall initially (for three months) schedule bi-weekly meetings with the **COUNTY**, the **CONTRACTOR**, and others, to review the progress of the Project or as otherwise necessary to protect the interest of the **COUNTY**. Beginning at the fourth month, **CONSULTANT** shall schedule weekly meetings until the end of the Project with the **COUNTY**, the **CONTRACTOR**, and others, to review the progress of the Project or as otherwise necessary to protect the interest of the **COUNTY**. **CONSULTANT** shall prepare, distribute and maintain minutes of the pre-construction meeting and all other meetings related to the construction of the Project. This scope assumes 104 meetings. **CONSULTANT's** Resident Engineer, Inspector, and supporting discipline specialists, where required, shall attend each Construction Meeting.

##### 3.1.3 Interpretations and Requests for Information

From time to time, **CONSULTANT** shall receive **CONTRACTOR**-initiated requests for information (RFIs) of design requirements for the proposed work. In response to such RFIs, **CONSULTANT** shall:

- Consider the inquiry; consult with appropriate design specialty where required to prepare and issue necessary interpretations and clarifications to the Contract document.
- All responses will be issued within 10 business days of receipt of the **CONTRACTOR** RFI.
- Establish and regularly update a log of all RFIs received including the receipt/response dates.
- Identify and flag all inquiries for further discussion with the **COUNTY** where the response has the potential to change the contract requirements (schedule or cost).
- Copy designated **COUNTY** Project Manager on all response to RFIs. The written notification shall include any impacts to quality, operations, schedule or cost.

**CONSULTANT** must obtain written approval from the **COUNTY** if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the **CONSULTANT** shall prepare work directives and proposed Change Orders.

**CONSULTANT** shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the **COUNTY**. **CONSULTANT** may issue field orders that do not affect cost, schedule, quality or utility operations.

#### 3.1.4 Examination of the Schedule of Values

Upon receipt, the **CONSULTANT** shall carefully review and examine the **CONTRACTOR's** Schedule of Values, together with any supporting documentation or data which the **COUNTY** or the **CONSULTANT** may require from the **CONTRACTOR**. The purpose of such review and examination is intended to minimize unbalances in the Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, the Schedule of Values shall be returned to the **CONTRACTOR** for revision or inclusion of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, the **CONSULTANT** shall sign the Schedule of Values.

#### 3.1.5 Examination of Construction Schedules

**CONSULTANT** shall examine and review all construction schedules, and updates thereof, submitted by **CONTRACTOR** in connection with the Project.

**CONSULTANT** shall advise the **COUNTY** in writing with respect to the adequacy of any such schedules or updates. **CONSULTANT's** effort assumes an initial detailed schedule review and meeting with **CONTRACTOR** and **COUNTY** to discuss comments and required changes. Subsequent reviews shall be limited to periodic (monthly) reviews and status updates. It is further assumed that

over the construction duration that three (3) schedule adjustments may be required that require more in-depth reviews, meetings and documentation of recommendations.

#### **3.1.6 Approval of Request for Payment**

**CONSULTANT** shall review each **CONTRACTOR** pay request and shall, with each pay request, recommend amounts due to the **CONTRACTOR** under the Contract Documents predicated upon: evaluation of the **CONTRACTOR's** rate of progress in light of the remaining Contract time and upon evaluation of the **CONTRACTOR's** Request for Payment, and shall issue recommended approvals for Payment to the **COUNTY** in such amounts. This activity assumes regular Requests for Payment shall be reviewed. The review of the **CONTRACTOR's** final pay request is included under Subtask 3.3 – Project Closeout. **COUNTY** shall be the final interpreter of the amount of payment.

#### **3.1.7 Shop Drawings and Submittals**

**CONSULTANT** shall review, study, approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval by the **CONSULTANT** of the **CONTRACTOR's** submittal shall constitute the **CONSULTANT's** representation to the **COUNTY** that such submittal is in conformance with the Contract Documents. Such action shall be taken with reasonable promptness (within 10 working days).

**CONSULTANT** shall provide a list of the shop drawings, submittals, and activities on the critical path of the construction schedule within ten (10) days of the Notice to proceed and within five (5) days of an occurrence causing a change to the schedule.

#### **3.1.8 Change Orders**

**CONSULTANT** shall review, and advise the **COUNTY** concerning, proposals and requests for Change Orders from the **CONTRACTOR**. The **CONSULTANT** shall review Change Order requests and issue written documentation and recommendations for the **COUNTY's** consideration and action in accordance with the Contract Documents. **CONSULTANT** shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time.

### **3.2 Resident Project Representative (RPR) Services**

**CONSULTANT** shall provide the services of two RPRs (one senior and one junior), as well as a document control individual. These RPRs shall be the **CONSULTANT's** agent at the Project site and will be there present every day for the duration of the construction, start-up and commissioning activities (which is estimated to be 639 days). The Senior RPR shall be the first representative to mobilize onto the job on a full-time basis and will be followed by the second representative once the **CONTRACTOR** has mobilized (within two (2) months). In addition to inspecting the

work and keeping the **COUNTY** fully informed of the progress and quality of the work, the RPR shall also have the following responsibilities.

#### **3.2.1 Track Progress of Construction Schedule**

The RPR shall review and document the **CONTRACTOR's** schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the **CONTRACTOR**.

#### **3.2.2 Shop Drawing Coordination**

The RPR shall record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the **CONSULTANT** or the **CONTRACTOR**. The RPR shall provide immediate written notification to the **CONSULTANT** and the **CONTRACTOR** in the event the **CONTRACTOR** commences any work without necessary shop drawings, submittals or samples having first been submitted to the **CONSULTANT**.

#### **3.2.3 Inspection of Construction Activities**

The RPR shall record in writing, and immediately report to the **CONSULTANT** and the **COUNTY**), any defective, deficient, faulty or unsatisfactory work performed by the **CONTRACTOR**. The RPR shall witness and verify all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the **CONTRACTOR**. The RPR shall maintain detailed records relating to any such tests. The RPR shall accompany any visiting inspectors or representatives of the **COUNTY** when requested by the **CONSULTANT** or the **COUNTY**. The RPR shall immediately notify the **CONSULTANT** in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the **CONTRACTOR**.

#### **3.2.4 Engineer-of-Record Site Visits**

Each design Engineer-of-Record shall visit the site eight (8) hours per month to validate that the construction was completed in accordance with the design.

#### **3.2.5 Construction Activities Record Keeping**

The RPR shall maintain detailed records of the progress of the work, any problems encountered by the **CONTRACTOR** or subcontractors, weather conditions, daily activities, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction. The RPR shall maintain a daily record/log (written and photographic) of construction activities and shall also maintain names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of material and equipment for the Project. The RPR shall periodically (no less frequently than monthly) prepare reports of the progress of the work and the **CONTRACTOR's** compliance

with the Contract Documents including, but not limited to, the progress schedule, the schedule of shop drawings and sample submittals.

### **3.2.6 Coordination with Design Disciplines**

RPR shall maintain regular communication with the design discipline specialists to coordinate troubleshooting, special inspections, discipline work status and general coordination.

## **3.3 Project Closeout**

**CONSULTANT** shall provide project close-out services in conformance with conditions set forth in the construction contract document.

### **3.3.1 Start-Up**

**CONSULTANT** shall provide the following start-up services:

- Assistance in closing any financial or related transaction for the Project
- Assistance in connection with refining or adjusting any equipment or system for the Project
- Assistance in training **COUNTY** personnel to operate and maintain the Project
- Assistance in developing systems and procedures for operational control and maintenance for the Project
- Assistance in establishing appropriate systems for the generation and maintenance of Project records
- Witness factory tests (for control systems and other equipment)
- Loop testing/validation
- Review and commentary on Start-up Plan submittal inclusive of participation in planning coordination meeting with **CONTRACTOR**
- Observation and troubleshooting support during process mechanical component and integrated process testing

### **3.3.2 Punch List Inspections**

**CONSULTANT** shall attend conduct site visits with the objective of identifying completion status and documenting outstanding completion items on a punch list. Punch list development shall be initiated at the **CONTRACTOR's** request at the substantial and final completion stages of construction. Punch lists shall be developed through the coordinated efforts of the Resident Inspector and design discipline specialists. A total of five (5) rounds of punch list inspections are assumed. **COUNTY** shall be invited to participate in all punch list site visits.

### **3.3.3 Substantial Completion and Final Completion**

**CONSULTANT**, based upon one or more inspections of the Project, shall determine and recommend in writing to the **COUNTY** the date of Substantial Completion of the Project and the date of Final Completion of the Project.



**CONSULTANT** shall confirm that contractual requirements for substantial completion are met prior to issuing the recommendation to the **COUNTY**.

#### **3.3.4 Final Pay Request Review**

The **CONSULTANT** shall review **CONTRACTOR's** application for Final Payment Request. Review shall confirm all contract requirements (release of liens, warranty information, punch list completion, record drawings and other pertinent documentation) are furnished and adequate. **CONSULTANT** shall communicate outstanding items to be addressed by the **CONTRACTOR**. Upon satisfactory documentation of all requirements, **CONSULTANT** shall issue a written recommendation for Approval for final Payment.

#### **3.3.5 Cataloging of Construction Files**

**CONSULTANT** shall consolidate and catalog all project documents to be filed at the conclusion of active construction and generate a pdf version for **COUNTY** records.

#### **3.3.6 Operation and Maintenance Manuals**

**CONSULTANT** shall review, approve or take other necessary action upon the **CONTRACTOR's** submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook acceptable electronic format as required by the construction contract. This activity assumes one (1) re-submittal will be reviewed.

#### **3.3.7 Record Drawings**

**CONSULTANT** shall review any Record Drawings furnished by the **CONTRACTOR** and shall incorporate as-built information on reproducible drawings and certify and submit to the **COUNTY** that said drawings are adequate, accurate and complete as provided by the **CONTRACTOR**. **CONTRACTOR** will furnish redline markups every 90 days.

#### **3.3.8 Certification of Clearance**

**CONSULTANT** shall prepare signed and sealed request for final clearance for project from FDEP. Full-sized record drawings shall be printed and submitted together with the clearance request.

### **4.0 Optional Additional Services**

**CONSULTANT** shall provide additional services, as identified by the Contract Administrator, which are related to but beyond the level of effort of the scope of work outlined above. Services provided under this Phase shall be billed on an hourly basis up to the specified amount as authorized by the Contract Administrator, subject to the limits set in the

Agreement. Services performed under this Phase must be initiated by a separate written Notice to Proceed issued by the Contract Administrator.

#### DELIVERABLES

Task	Description	Deliverable(s)
1.0	<b>Phase I - Basis of Design Report (BODR)</b> <b>Compilation of the following Technical Memoranda (TM)</b> <ul style="list-style-type: none"> <li>• NRWTP Reclaimed System Capacity, Reliability, and Water Quality</li> <li>• Site Planning, Development and Technical Coordination of Existing/Planned Projects</li> <li>• Filter Feed Pumping Station</li> <li>• High Service Pumping System and Integration with Existing Storage</li> <li>• Chemical Storage and Metering Systems - Coagulation and Disinfection</li> <li>• Electrical and Standby Power System Design and Integration Requirements</li> </ul>	Draft BODR - Eight (8) copies  Final BODR - Four (4) copies
2.0	<b>Phase II - Design</b> <ul style="list-style-type: none"> <li>• 30% Design</li> <li>• 50% Design</li> <li>• 90% Design</li> <li>• Final Design</li> <li>• Conformed Contract</li> </ul>	Documents - Four (4) half-size copies of drawings - Four (4) copies of Specifications
3.0	<b>Phase III - Engineering Services During Construction</b>	- Record Drawings

#### TIME OF PERFORMANCE

It is estimated that the scope of work will be completed within 1,370 calendar days after receipt of the Engineering Services Notice-to-Proceed. The breakdown per phase is as follows:

Phase	Description	Number of Days
I	Basis of Design Report	183
II	Design	548
III	Engineering Services during Construction	639

## SCOPE OF WORK ASSUMPTIONS

1. Project drawings will be provided on 22" by 34" paper or half-size paper (11" by 17").
2. **COUNTY** will compile and furnish (within three (3) weeks upon **CONSULTANT's** request) all required and available information into one (1) packet for **CONSULTANT's** use.
3. **COUNTY** will perform all reviews of deliverables within two (2) weeks in order to maintain the developed schedule.
4. **CONSULTANT** will not perform bench-scale testing for coagulant and chlorine dosages. **COUNTY** will provide existing documentation with this information that will be used for the design.
5. **CONSULTANT** will not hold a Design Concept Review Workshop.
6. **CONSULTANT** will produce the BODR via a compilation of several Technical Memoranda.
7. Automation /controls will match the functionality of the existing system.
8. New Chemical Storage area shall consist of slab on grade with elevated curbing to provide containment area. Partial roofing shall be provided for the Chemical Metering Pumps.
9. The proposed design scope will not contemplate assessment/refinement/upgrades to existing systems not specifically included within the scope of services.
10. **COUNTY** will prepare the front-end documents as part of the bid package.  
**CONSULTANT** will assist with the preparation of these documents.
11. All permitting application fees will be paid for by the **COUNTY**.
12. Design-related comments received by **CONSULTANT** during or prior to, but not after, the 90 percent design review meeting shall be addressed.
13. This scope assumes that only two (2) meetings will be required with the **COUNTY** on purchasing review.
14. Services related to assistance with advertisement of the project, holding a pre-bid meeting, and distributing the addenda will be performed by the **COUNTY**.
15. Conformed drawings will be provided by **CONSULTANT**.
16. This scope includes structural, architectural, and building services design for the proposed electrical building and associated duct bank routing with considerations for future expansion based on the electrical requirements for the build out planning for NRWTP.
17. Legal assistance is not included in this scope.

**Professional Services Agreement**

EXHIBIT B

SALARY COSTS

Project No: RFP R1060205P1  
Project Title: Engineering Services for Reclaimed Water Plant Expansion  
Consultant/  
Subconsultant  
Name: Brown and Caldwell

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Vice President	\$82.36		3.06		\$252.17
Engineer	\$35.57		3.06		\$108.92
Senior Engineer	\$42.67		3.06		\$130.66
Principal Engineer	\$49.79		3.06		\$152.47
Supervising Engineer	\$58.45		3.06		\$178.97
Managing Engineer	\$67.48		3.06		\$206.61
Chief Engineer	\$73.82		3.06		\$226.04
Chief Drafter	\$44.69		3.06		\$136.85
Supervising Designer	\$47.15		3.06		\$144.38
Utility Financial Planner	\$51.50		3.06		\$157.69
Designer	\$29.16		3.06		\$89.28
Senior Designer	\$35.51		3.06		\$108.75
Senior Drafter	\$26.06		3.06		\$79.81
Supervising Drafter	\$37.22		3.06		\$113.98
Scientist	\$31.61		3.06		\$96.77
Senior Scientist	\$39.81		3.06		\$121.89
Supervising Scientist	\$56.37		3.06		\$172.62
Managing Scientist	\$65.26		3.06		\$199.82
Chief Scientist	\$72.52		3.06		\$222.06
Geologist/Hydrogeologist	\$31.71		3.06		\$97.10
Geol/Hydrogeologist	\$40.10		3.06		\$122.77
Supv Geol/Hydrogeologist	\$58.19		3.06		\$178.18
Chief Geol/Hydrogeologist	\$70.83		3.06		\$216.88
Health & Safety Risk Mgr II	\$44.09		3.06		\$135.02
Project Analyst	\$27.00		3.06		\$82.68

Multiplier of 3.06 is  
calculated as follows:

OVERHEAD (\$/HR) = HOURLY RATE x OVERHEAD (137.69%)

FRINGE (\$/HR) = HOURLY RATE x FRINGE (40.71%)

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT)/HOURLY RATE

3.06

## Professional Services Agreement

### EXHIBIT B

### SALARY COSTS

Project No: RLI #R1060205P1  
 Project Title: Engineering Services for Reclaimed Water Plant Expansion  
 Consultant/  
 SubConsultant  
 Name: Brown and Caldwell/Hazen and Sawyer, PC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Vice President	\$81.78		3.07		\$251.08
Senior Associate	\$80.71		3.07		\$247.79
Associate	\$66.73		3.07		\$204.86
Senior Principal Engineer	\$58.66		3.07		\$180.08
Principal Engineer	\$51.67		3.07		\$158.61
Assistant Engineer	\$56.27		3.07		\$172.75
Senior Principal Scientist	\$44.18		3.07		\$135.62
Principal Scientist	\$44.02		3.07		\$135.13
Scientist	\$24.08		3.07		\$73.93
Senior Principal Designer	\$57.62		3.07		\$176.89
Principal Designer	\$43.45		3.07		\$133.41
Senior Designer	\$33.50		3.07		\$102.85
Principal Graphic Designer	\$36.90		3.07		\$113.28
Technical Typist	\$27.06		3.07		\$83.09
Technician	\$36.65		3.07		\$112.53

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (123.82%)

FRINGE (\$/HR) = HOURLY RATE X FRINGE (62.68%)

PROFIT (\$/HR) = (HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT (7.24%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT) / HOURLY RATE

3.07

## Professional Services Agreement

### EXHIBIT B

#### SALARY COSTS

Project No: RFP R1060205P1  
 Project Title: Engineering Services for Reclaimed Water Plant Expansion  
 Consultant/  
 Subconsultant  
 Name: Brown and Caldwell/Cartaya and Associates Architects, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$58.12		2.79		\$162.15
Project Manager/Architect	\$38.46		2.79		\$107.30
Senior CAD Draftsman	\$24.04		2.79		\$67.07
CAD Draftsman	\$20.00		2.79		\$55.80
Clerical	\$20.00		2.79		\$55.80

Multiplier of 2.794 is  
calculated as follows:

OVERHEAD (\$/HR) = HOURLY RATE x OVERHEAD (129%)

FRINGE (\$/HR) = HOURLY RATE x FRINGE (25%)

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT)/HOURLY RATE

2.79

# Professional Services Agreement

## EXHIBIT B

### SALARY COSTS

Project No: RFP R1060205P1  
 Project Title: Engineering Services for Reclaimed Water Plant Expansion  
 Consultant/  
 Subconsultant  
 Name: Brown and Caldwell/Cordova Rodriguez & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$60.00		2.74		\$164.32
Senior Engineer	\$50.00		2.74		\$136.94
Senior Planner	\$43.00		2.74		\$117.77
Engineer	\$37.25		2.74		\$102.02
Senior Designer/Drafter	\$35.00		2.74		\$95.86
Engineering CADD Technician	\$25.00		2.74		\$68.47
Inspector	\$21.25		2.74		\$58.20
Construction Manager	\$45.75		2.74		\$125.30
Support	\$20.00		2.74		\$54.77

Multiplier of 2.74 is

calculated as follows:

OVERHEAD (\$/HR) = HOURLY RATE x OVERHEAD (135.9%)

FRINGE (\$/HR) = HOURLY RATE x FRINGE (13.1%)

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT)/HOURLY RATE

2.74

# Professional Services Agreement

## EXHIBIT B

### SALARY COSTS

Project No: RFP R1060205P1  
 Project Title: Engineering Services for Reclaimed Water Plant Expansion  
 Consultant/  
 Subconsultant  
 Name: Brown and Caldwell/Hillers Electrical Engineering

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
President	\$78.00		2.88		\$224.80
Chief Engineer	\$58.24		2.88		\$167.85
Project Manager	\$47.84		2.88		\$137.87
Professional Engineer	\$39.52		2.88		\$113.89
Project Engineer	\$31.20		2.88		\$89.92
CADD/Technician	\$27.04		2.88		\$77.93
Field Inspector	\$40.56		2.88		\$116.89
Clerical	\$23.92		2.88		\$68.94

Multiplier of 2.88 is

calculated as follows:

OVERHEAD (\$/HR) = HOURLY RATE x OVERHEAD (124%)

FRINGE (\$/HR) = HOURLY RATE x FRINGE (38%)

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
 PROFIT)/HOURLY RATE

**2.88**



## Professional Services Agreement

### Exhibit "B" Salary Costs

Project No: RFP R1060205P1  
 Project Title: Engineering Services for  
 Reclaimed Water Plant Expansion  
 Facility Name: NRWWTP  
 Sub Consultant Name: KEITH AND ASSOCIATES, INC.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
		X	2.50	
Senior Project Manager	\$90.00		2.50	\$225.00
Project Manager I	\$61.26		2.50	\$153.15
Project Manager II	\$75.00		2.50	\$187.50
Project Manager III	\$80.00		2.50	\$200.00
Engineer I	\$30.63		2.50	\$76.58
Engineer II	\$45.95		2.50	\$114.88
Engineer III	\$60.00		2.50	\$150.00
Engineer IV (PE)	\$76.58		2.50	\$191.45
Surveyor I	\$29.00		2.50	\$72.50
Surveyor II	\$38.80		2.50	\$97.00
Surveyor III (PSM)	\$51.05		2.50	\$127.63
Planner I	\$35.00		2.50	\$87.50
Planner II (AICP)	\$60.00		2.50	\$150.00
Landscape Architect (RLA)	\$50.00		2.50	\$125.00
Arborist (ISA)	\$45.00		2.50	\$112.50
CADD Technician	\$27.00		2.50	\$67.50
GIS Specialist	\$45.00		2.50	\$112.50
Junior Field Tech	\$22.00		2.50	\$55.00
RPR Inspector I	\$30.63		2.50	\$76.58
RPR Inspector II	\$40.84		2.50	\$102.10
RPR Inspector III	\$45.95		2.50	\$114.88
Administrative I	\$25.00		2.50	\$62.50
Administrative II	\$30.00		2.50	\$75.00
Document Controls	\$30.00		2.50	\$75.00
Senior Utility Coordinator	\$55.00		2.50	\$137.50
Utility Coordinator	\$41.00		2.50	\$102.50
Utility Technician	\$25.00		2.50	\$62.50

Multiplier of 2.50 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (91.85)%

FRINGE = HOURLY RATE X FRINGE (31.24)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (12.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = **2.50**

## Professional Services Agreement

### EXHIBIT B

### SALARY COSTS

Project No: RFP R1060205P1  
Project Title: Engineering Services for Reclaimed Water Plant Expansion  
Subconsultant  
Name: McCafferty Brinson Consulting, LLC

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FILL IN POSITIONS AS APPLICABLE

	BILLING RATE
TITLE	(\$/HR)
Professional Services:	
Principal Engineer	200.00
Senior Engineer	160.00
Project Engineer	115.00
Engineer Intern	85.00
CAD Designer	70.00
Project Administrator	50.00
Field Representative	115.00

Note: These rates were established in accordance with Section 5.2.5 of the Agreement, utilizing previously established rates with other municipal clients for similar engineering services.

# Professional Services Agreement

## EXHIBIT B

### SALARY COSTS

Project No: RFP R1060205P1  
Project Title: Engineering Services for Reclaimed Water Plant Expansion  
Consultant/  
Subconsultant  
Name: Brown and Caldwell/METCO Southeast, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
General Manager	\$67.00		2.80		\$187.45
Associate	\$54.00		2.80		\$151.08
Senior Project Engineer	\$38.00		2.80		\$106.31
Engineer	\$32.00		2.80		\$89.53
Designer/Drafter	\$28.00		2.80		\$78.34
Senior Administrative Assistant	\$26.00		2.80		\$72.74
Technician	\$20.00		2.80		\$55.95

Multplier of 2.80 is

calculated as follows:

OVERHEAD (\$/HR) = HOURLY RATE x OVERHEAD (108.10%)

FRINGE (\$/HR) = HOURLY RATE x FRINGE (41.70%)

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (12%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT)/HOURLY RATE

**2.80**

**Professional Services Agreement**

EXHIBIT B

SALARY COSTS

Project No: RFP R1060205P1  
Project Title: Engineering Services for Reclaimed Water Plant Expansion  
Consultant/  
Subconsultant  
Name: Brown and Caldwell/Tierra South Florida, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$75.96		2.73		\$207.36
Project Manager	\$53.85		2.73		\$147.00
Senior Engineer	\$51.68		2.73		\$141.08
Project Engineer	\$45.67		2.73		\$124.67
CAD Operator	\$33.65		2.73		\$91.86
Senior Technician 1	\$33.65		2.73		\$91.86
Secretary	\$21.50		2.73		\$58.70
Technician	\$25.00		2.73		\$68.24

Multiplier of 2.73 is  
calculated as follows:

OVERHEAD (\$/HR) = HOURLY RATE x OVERHEAD (110.40%)

FRINGE (\$/HR) = HOURLY RATE x FRINGE (37.77%)

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT)/HOURLY RATE

2.73



## Exhibit C - Letter of Intent CBE

### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

#### LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1060205P1

Engineering Services for Reclaimed Water Plant Expansion

Proposer/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954-554-7176

CBE Subcontractor/Supplier Name: Cartaya and Associates Architects, Inc.

Address: 2400 East Commercial Boulevard, Suite 415 City: Fort Lauderdale State: FL Zip: 33308

Authorized Representative: Mario Cartaya Phone: 954-771-2724

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.  
B. By signing below, the proposer/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 proposer/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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Architectural Services/Structural	541310, 541320, 541330, 541340, 541410, 236118		2%

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

**CBE Subcontractor/Supplier Authorized Representative**

President 10/21/13  
(Signature) (Title) (Date)

**Proposer/Offeror Authorized Representative**

Vice President 10/23/13  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/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.

CBE Letter of Intent July 2012



## Exhibit C - Letter of Intent CBE

### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

#### LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1060205P1

Engineering Services for Reclaimed Water Plant Expansion

Proposer/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor City: Sunrise State: CA Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954-554-7176

CBE Subcontractor/Supplier Name: Cordova Rodriguez & Associates, Inc.

Address: 6941 SW 196th Avenue, Suite 28 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Rosana D. Cordova, PE, AICP, LEED AP Phone: 954-880-0180

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.  
B. By signing below, the proposer/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 proposer/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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Civil/Site	541330, 541320		5%

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

**CBE Subcontractor/Supplier Authorized Representative**

Rosana D. Cordova Principal 10/21/2013  
(Signature) (Title) (Date)

**Proposer/Offeror Authorized Representative**

[Signature] Vice President 10/23/13  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/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.

CBE Letter of Intent July 2012



## Exhibit C - Letter of Intent CBE

### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

#### LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1060205P1

Engineering Services for Reclaimed Water Plant Expansion

Proposer/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954-554-7176

CBE Subcontractor/Supplier Name: Hillers Electrical Engineering, Inc.

Address: 23257 State Rd 7, Suite 100 City: Boca Raton State: FL Zip: 33428

Authorized Representative: Paul Hillers, PE Phone: (561) 451-9165

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.  
B. By signing below, the proposer/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 proposer/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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Electrical and I&C	541330		10%

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

#### CBE Subcontractor/Supplier Authorized Representative

[Signature] President 10/21/2013  
(Signature) (Title) (Date)

#### Proposer/Offeror Authorized Representative

[Signature] Vice President 10/23/13  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

*In the event the proposer/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.*

CBE Letter of Intent July 2012



## Exhibit C - Letter of Intent CBE

### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

#### LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1060205P1

Engineering Services for Reclaimed Water Plant Expansion

Proposer/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954-554-7176

CBE Subcontractor/Supplier Name: Keith and Associates, Inc.

Address: 301 East Atlantic Boulevard City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Eliot Lazowick, Executive Vice President Phone: 954-788-3400

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.  
B. By signing below, the proposer/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 proposer/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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Surveying/SUE	541320, 874661, 541340, 541350, 541370, 541611, 561990		2%

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

**CBE Subcontractor/Supplier Authorized Representative**

[Signature] Exec VP 10-21-13  
(Signature) (Title) (Date)

**Proposer/Offeror Authorized Representative**

[Signature] VICE PRESIDENT October 28, 2013  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/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.

CBE Letter of Intent July 2012





## Exhibit C - Letter of Intent CBE

### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

#### LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1060205P1

Engineering Services for Reclaimed Water Plant Expansion

Proposer/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954-554-7176

CBE Subcontractor/Supplier Name: McCafferty Brinson Consulting, LLC

Address: 633 S. Andrews Avenue, Suite 203 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Audra McCafferty, PE, President Phone: 954-797-7100

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the proposer/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 proposer/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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Support services related to permitting, hydraulic/field assessment and RPR services	541340		2%

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

#### CBE Subcontractor/Supplier Authorized Representative

Audra McCafferty President 10/22/2013  
(Signature) (Title) (Date)

#### Proposer/Offeror Authorized Representative

[Signature] Vice President October 28, 2013  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/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.

CBE Letter of Intent July 2012



## Exhibit C - Letter of Intent CBE

### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

#### LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1060205P1	Engineering Services for Reclaimed Water Plant Expansion
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Proposer/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954-554-7176

CBE Subcontractor/Supplier Name: Metco Services Southeast, LLC

Address: 350 S. Andrews Avenue, Suite 509 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Lakshman Thallapally, PE, General Manager Phone: 954-523-1010

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.  
B. By signing below, the proposer/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 proposer/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*	CBE Contract Amount†	CBE Percentage of Total Project Value
HVAC	541340		2%

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

**CBE Subcontractor/Supplier Authorized Representative**

General Manager

October 22, 2013

(Signature)

(Title)

(Date)

Proposer/Offeror Authorized Representative

Vice President

October 24, 2013

(Signature)

(Title)

(Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

*In the event the proposer/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. CBE Letter of Intent July 2012*

# Exhibit C - Letter of Intent CBE

7 of 7



## OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

### LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

<b>Solicitation Number:</b> R1060205P1	<b>Project Title:</b> Engineering Services for Reclaimed Water Plant Expansion
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**Bidder/Offeror Name:** Brown and Caldwell

**Address:** 1560 Sawgrass Corporate Parkway, 4th Floor **City:** Sunrise **State:** FL **Zip:** 33323

**Authorized Representative:** Celia D. A. Earle, Ph. D. **Phone:** (954) 331-4648

**CBE Subcontractor/Supplier Name:** Tierra South Florida, Inc.

**Address:** 2209 NE 54th St. **City:** Fort Lauderdale **State:** FL **Zip:** 33308

**Authorized Representative:** Raj Krishnasamy, P.E. **Phone:** (954) 267-9788

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting 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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Geotechnical Services	541330 and 541380		1%

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

**CBE Subcontractor/Supplier Authorized Representative**

(Signature)

(Title)

(Date)

**Bidder/Offeror Authorized Representative**

(Signature)

(Title)

(Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

Professional Services Agreement

EXHIBIT C-1

SCHEDULE OF SUBCONSULTANTS

Project No.: RFP R1060205P1  
Project Title: Engineering Services for Reclaimed Water Plant Expansion  
Facility Name: NRWWTP

No.	Firm Name	Discipline
1.	Hazen and Sawyer, P.C.	Process, Mechanical, Site Civil, Oversight, Permitting, CMS
2.	Cartaya and Associates Architects, P.A.	Architectural/Structural
3.	Cordova Rodriguez & Associates, Inc.	Civil/Site
4.	Hillers Electrical Engineering, Inc	Electrical/I&C
5.	Keith & Associates, Inc.	Surveying/SUE
6.	McCafferty Brinson Consulting, LLC	Permitting/Support
7.	Metco Southeast, LLC	HVAC/Plumbing
8.	Tierra South Florida, Inc.	Geotechnical Services

EXHIBIT D  
Insurance Requirement

Commercial General Liability Insurance

Combined single limit for bodily injury and property damage:  
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence  
\$2,000,000.00 (Two Million Dollars) minimum limits per aggregate

Business Automobile Liability Insurance

Combined single limit for bodily injury and property damage:  
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence

Workers' Compensation Insurance

In compliance with state statutes and all federal laws  
Operations in Florida comply with Chapter 440 FSS as amended

Employer's Liability Insurance

\$1,000,000.00 (One Million Dollars) minimum limits each accident

Professional Liability Insurance

\$1,000,000.00 (One Million Dollars) per occurrence  
Extended reporting of two (2) years is required if coverage is on a claims-made basis