



**AGREEMENT BETWEEN BROWARD COUNTY AND METRIC ENGINEERING, INC.  
FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR  
TRAFFIC, ROADWAY, AND CIVIL PROJECTS  
(RFP # PNC2119168P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Metric Engineering, Inc., a Florida corporation ("Consultant") (collectively referred to as the "Parties").

**RECITALS**

- A. County issued a request for proposals ("RFP") No. PNC2119168P1 for continuing engineering services for traffic, roadway, and civil engineering projects.
- B. County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.
- C. Consultant is experienced in providing professional services set forth in Exhibit A, Scope of Services, for traffic, roadway, and civil engineering projects.
- D. County desires to engage Consultant to provide continuing engineering services for traffic, roadway, and civil engineering projects.
- E. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.2 **Charter County and Regional Transportation System Sales Surtax Projects or Surtax Projects** means all projects approved by the Board and authorized to expend Charter County and Regional Transportation System Sales Surtax funding in accordance with Chapter 31½, Article V, of the Broward County Code of Ordinances.
- 1.3 **Contract Administrator** means the Director of Highway Construction and Engineering Division, the Assistant Director of Highway Construction and Engineering Division, or such other person designated by same in writing. The Contract Administrator is the representative of County concerning a project.

- 1.4 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for a project.
- 1.5 **County Administrator** means the administrative head of County appointed by the Board.
- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of the Section 1-81, Broward County Code of Ordinances.
- 1.8 **Direct Expense Cost** means field office expenses reimbursed in accordance with the direct expense rate that is certified by an independent Certified Public Accountant based on the most recent Federal Acquisition Regulation (“FAR”) audit guidelines. The Direct Expense Rate is calculated by multiplying the number of labor hours worked within the invoicing period, by the direct expense rate in Exhibit B, the product of which is then multiplied by the employee’s actual hourly rate, or by his/her negotiated maximum hourly rate, whichever is lower.
- 1.9 **Notice to Proceed** means a written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.
- 1.10 **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.
- 1.11 **Services** consists of the work and phases set forth in Exhibit A, Scope of Services including all professional engineering, landscape architecture, registered surveying and mapping, and other professional design services, as described in each Work Authorization applicable to a project.
- 1.12 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.
- 1.13 **Work Authorization** means a document issued by County under this Agreement authorizing Consultant to perform specified professional services and detailing the terms of payment and scope of work for the services authorized.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedules</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Forms</b>
<b>Exhibit E</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>
<b>Exhibit F</b>	<b>Schedule of Subconsultants</b>

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

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

3.2 This Agreement and Work Authorizations may not delineate every detail and minor work task required to be performed by Consultant to complete a project. During the course of the performance of the Services included in this Agreement and Work Authorizations, if Consultant determines that work should be performed to complete a project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3 Exhibit A identifies the initial services related to this Agreement. Additional negotiations shall be required for Work Authorizations and other phases or additional services issued under this Agreement. County may select the type, amount, and timing of services under a Work Authorization executed by Consultant and County in accordance with the provisions of the Broward County Procurement Code, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 6. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other project phases from any other source.

3.4 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to a project, including previous reports and any other data relative to design or construction of a project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in the applicable Work Authorization. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

### **ARTICLE 4. WORK AUTHORIZATIONS**

4.1 All work to be performed by Consultant under this Agreement must first be authorized in writing by a Work Authorization, in accordance with the requirements of this Article.

4.1.1 Before issuance of any Work Authorization, Consultant shall provide Contract Administrator with a written estimate for all charges expected to be incurred for the tasks associated with the Work Authorization. Each Work Authorization (including as amended) may be executed on behalf of County as follows: (a) the Contract Administrator may execute any individual Work Authorization for which the cost to County is \$50,000 or less; (b) the Purchasing Director may execute any individual Work Authorization for which the cost to County is within the Purchasing Director's delegated authority (if required under the Procurement Code, any such Work Authorization shall also be executed by the County Administrator); and (c) any individual Work Authorization above the Purchasing Director's delegated authority must be approved by the Board. The sum of all Work Authorizations issued under this Agreement in any annual period must not exceed the applicable annual maximum amount stated in Section 6.1.

4.1.2 After complete execution of a Work Authorization under this Agreement, Contract Administrator will issue a Notice to Proceed for that authorized work. Consultant must not commence such work until receipt of a Notice to Proceed.

4.1.3 Any modifications to a Work Authorization will require an amended Work Authorization approved by Contract Administrator, County's Purchasing Director, or Board in accordance with the aggregate dollar limitations set forth above. Consultant's compensation will not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval from the appropriate authority.

4.1.4 All Work Authorizations must be delineated in the attached Exhibits D-1, D-2, or D-3, as applicable, or in a form substantially similar, and must contain, at a minimum, the following information and requirements:

4.1.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Consultant), a reference to this Agreement under which the work to be undertaken is authorized, and a statement of the method of compensation.

4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of County is obtained. If County does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of Consultant, the authorization will be terminated, and Consultant will be paid in full for all work completed to that point, but said amount will in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail to identify the various elements of costs.

4.1.4.3 A time established for completion of the Services undertaken by Consultant or for the submission to County of documents, reports, and other information under this Agreement.

4.1.4.4 Any other additional instructions or provision relating to the work authorized under this Agreement.

4.1.4.5 Work Authorizations must be dated, serially numbered, and signed.

**ARTICLE 5. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;  
LIQUIDATED DAMAGES**

5.1 The initial term of this Agreement is for a period of three (3) years starting from the Effective Date and ending at 11:59 p.m. on the day preceding the third anniversary of that date (the "Initial Term"). Beyond the Initial Term, County shall have the option, through County's Purchasing Director, to renew this Agreement, under the same terms and conditions, for up to two (2) consecutive one (1) year terms; County's Purchasing Director may exercise this renewal option by sending notice of renewal to Consultant at least thirty (30) days prior to the expiration of the then-current term. Any renewal by County's Purchasing Director shall not result in a substantive change to the Agreement's terms. Consultant shall perform the Services within the time periods specified in the Work Authorization commencing from the date of the applicable Notice to Proceed.

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

5.3 If Consultant is unable to complete the Services under any Work Authorization because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over a project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator 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.

5.4 For any construction phase services authorized by a Work Authorization, if (a) Contractor fails to substantially complete a project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 6 for all Services rendered by Consultant beyond the substantial completion date.

5.5 If Contractor fails to substantially complete a project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete

is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

5.6 If Consultant is performing Services under a Work Authorization scheduled to be completed after the expiration of this Agreement, Consultant agrees to continue those Services until completion under the same terms and conditions as stated in the existing Work Authorization.

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

6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all non-Surtax Project Work Authorizations issued under this Agreement shall not exceed One Million Dollars (\$1,000,000). When Surtax Project funding is also utilized for Work Authorizations, the total annual amount for all Work Authorizations may be increased but shall not exceed Three Million Dollars (\$3,000,000). The method of compensation to be paid under each individual Work Authorization will be under one or a combination of the following methods as specified in the operative Work Authorization and based upon the Salary Costs described in Exhibit B.

6.1.1 Maximum Amount Not-To-Exceed Compensation. For Services identified in the Work Authorization as payable on a “Maximum Amount Not-To-Exceed” basis, compensation to Consultant shall be based upon the Salary Costs as described in Exhibit B up to a maximum not-to-exceed amount specified in the Work Authorization.

6.1.2 Lump Sum Compensation. For Services identified in the Work Authorization as payable on a “Lump Sum” basis, compensation to Consultant shall not be more than the total lump sum specified in the Work Authorization.

6.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount specified in the Work Authorization and in accordance with Article 7. Unused amounts of these Optional Services monies shall be retained by County.

6.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 6.3 up to the maximum not-to-exceed amount specified in the Work Authorization. Unused amounts of those monies shall be retained by County.

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

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

6.1.7 Phased Payments. Payments for Services shall be paid out in accordance with the project's phasing specified in the Work Authorization and shall not exceed the amount set forth in the Work Authorization. The invoiced fee amount for each phase will be subject to retainage as set forth in Section 6.5.

6.2 Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Work Authorization issued under this Agreement, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 6.2 inclusive of the subsections below.

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

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such County approval, invoice County accordingly.

6.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 6.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.2.6 The maximum hourly rates shown in Exhibit B are subject to change annually beginning on the first anniversary of the Effective Date, and for each year of this Agreement thereafter. Consultant may submit a written request for change of maximum hourly rates to Contract Administrator thirty (30) days in advance of each annual anniversary date and such request will be subject to approval by Contract Administrator. Any increase in maximum hourly rates will be limited to the lesser of the change in cost of living or three percent (3%). The increase in the cost of living shall be based on the Consumer Price Index (CPI) and shall be calculated as follows: the difference of the CPI for the current period, less the CPI for the previous period, divided by the CPI for the previous period, multiplied by 100. The CPI for the current period means the most recently published monthly index preceding the then-current anniversary date of this Agreement. The CPI for the previous period means the CPI for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor Table for Consumer Price Index – All Urban Consumers (Series ID CUURA320SA0) for the areas of Miami- Fort Lauderdale, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there shall not be an increase in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by Contract Administrator and the Consultant.

6.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to any Work Authorization permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.3.1 For reimbursement of any Direct Expense Cost, Consultant shall use the applicable direct expense rate identified in Exhibit B. The direct expense rate shall remain in place for the entire term of this Agreement and any applicable Work Authorization. If any Subconsultants elect to use the direct expense rate, it shall be in accordance with the foregoing. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing, by the Contract Administrator.

6.4 Method of Billing.

6.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 6.1.1. Consultant shall submit billings that are identified by the specific project number on a



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

6.4.2 For Lump Sum Compensation under Section 6.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.5 Payment Procedure.

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

6.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases under a Work Authorization are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Services are progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent

payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase.

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

6.5.4 Payment will be made to Consultant at the following address:

Metric Engineering, Inc.  
13940 S.W. 136 Street, Suite 200  
Miami, Florida 33186

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

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

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

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

7.2 Consultant may, in Contract Administrator's sole discretion, be authorized to perform Optional Services as described in Exhibit A, Scope of Services, and up to the maximum fee amount established in the operative Work Authorization for those Optional Services. Any Optional Services to be performed by Consultant under this Agreement must first be authorized by Contract Administrator in each Work Authorization and in accordance with Article 4 and must not exceed the cumulative amount authorized in the Work Authorization for those Optional Services. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those Optional Services.

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

## ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

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

8.3 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.4 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

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

8.6 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Consultant further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

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

8.8 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

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

## **ARTICLE 9. TERMINATION**

9.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate

under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

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

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

9.2.2 If Consultant is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Consultant is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

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

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

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

9.4 If this Agreement or any Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or operative Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges and agrees that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Consultant, for County's right to terminate this Agreement for convenience.

9.5 If this Agreement or any Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until Consultant has provided all documents required to be provided to County.

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

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

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

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

10.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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

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

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

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

10.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies.

10.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

10.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

#### **ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

11.1 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 Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant

to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

11.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for Twenty-Six percent (26%) of total Services under this Agreement (the "Commitment").

11.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit E for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit E and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

11.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

11.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.



11.7 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

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

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

11.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment or exercising any right under this Agreement.

## **ARTICLE 12. MISCELLANEOUS**

12.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day project management or activities for each Work Authorization. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Work Authorization shall be addressed.

12.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Consultant in connection with performing Services under this Agreement or any Work Authorization shall be owned by County and shall be deemed works for hire by Consultant and its agents; if the Services are determined not to be a work for hire, Consultant hereby assigns all right, title, and interest, including any copyright or other intellectual property

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

12.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall become the property of County, whether the Work Authorization 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.

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

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

12.4.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

12.4.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119,

Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 577-4566, rtornese@BROWARD.ORG, 1 N. UNIVERSITY DRIVE, SUITE B3200, PLANTATION, FLORIDA 33324.**

12.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement, any Work Authorization, or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant’s employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants County the right to conduct such audit or review at Consultant’s place of business, if deemed appropriate by

County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide County with reasonable access to Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

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

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

12.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. 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.

12.8 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 or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

12.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

12.10 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.

12.11 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County  
Highway Construction and Engineering Division  
Attn: Michael Hammond, P.E.  
Contract Administrator  
Governmental Center, Box B300  
1 N. Drive Plantation, Florida 33324  
Email address: mhammond@broward.org

FOR CONSULTANT:

Metric Engineering, Inc.  
Attn: Dale W. Cody, P.E., PTOE  
Senior Vice President of Production  
525 Technology Park, Suite 153  
Lake Mary, Florida 32746  
Email address: dale.cody@metriceng.com

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

12.13 Consultant's Staff. Consultant will provide the key staff identified in its proposal for each Work Authorization as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability

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

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

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

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

12.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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

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

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

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

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

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

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

12.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

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

**SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

12.27 Payable Interest.

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

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

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

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



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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or

Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_ Gavin  
Rynard (Date)  
Assistant County Attorney

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

MJK/hb  
BCF 202  
07/01/2018

**AGREEMENT BETWEEN BROWARD COUNTY AND METRIC ENGINEERING, INC.  
FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR  
TRAFFIC, ROADWAY, AND CIVIL PROJECTS  
(RFP # PNC2119168P1)**

**CONSULTANT**

**FOR INDIVIDUAL:**

**TWO WITNESSES HERE:**

\_\_\_\_\_  
Signature

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

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Signature

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

By \_\_\_\_\_

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

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

**OR DIGITAL CORPORATE SEAL HERE:**

**FOR CORPORATION:**

**ATTEST:**



Digitally signed by Mariley Perez  
DN: Is=Miami, st=FL, c=US,  
o=Metric Engineering Inc.,  
cn=Mariley Perez  
Date: 2020.09.08 12:49:54 -04'00'

\_\_\_\_\_  
Secretary

Mariley Perez

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

Metric Engineering, Inc.

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

By **Dale W Cody** Digitally signed by Dale W Cody  
Date: 2020.09.08 12:03:27  
-04'00'

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

Dale W. Cody, P.E., SVP

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

\_\_\_\_\_ 08 day of September, 20 20

**OR DIGITAL CORPORATE SEAL HERE:**

**TWO WITNESSES HERE:**

**Heidi Bouthillier** Digitally signed by Heidi Bouthillier  
Date: 2020.09.08 12:09:51 -04'00'

\_\_\_\_\_  
Signature

Heidi Bouthillier

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

**Melinda Smith** Digitally signed by Melinda Smith  
Date: 2020.09.08 12:44:00  
-04'00'

\_\_\_\_\_  
Signature

Melinda Smith

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

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

## SCOPE OF SERVICES

### CONTINUING ENGINEERING SERVICES FOR TRAFFIC, ROADWAY, AND CIVIL PROJECTS

#### 1 GENERAL DESCRIPTION

The Broward County Highway Construction and Engineering Division is requesting professional engineering and related services for traffic, roadway, and general civil engineering projects. The scope of services shall include all engineering specialties necessary and related to the design, engineering, study, analysis and evaluation, implementation, construction, and construction management of the projects and work efforts identified. All the work shall comply with the County, State and Federal roadway, civil and ancillary facilities construction standards as may be applicable.

The following types of projects, but not limited to, are envisioned:

1. Traffic signalization intersection improvements for new mast arm supported traffic signals
2. Traffic signalization intersection improvements for traffic signal conversions from span-wire to mast arms
3. Advanced traffic management systems improvements, including adaptive signal control
4. Traffic signal engineering and communications system technology improvements including installation of fiber optic and cellular equipment and infrastructure
5. Intelligent transportation systems improvements
6. Intelligent transportation system software development
7. Vehicle detection camera systems improvements
8. Video detection predictive maintenance implementation
9. Transportation-related future technology adaptation systems
10. Overhead school zone flasher conversions to mast arms, including solar power conversions and relocation of school zone infrastructure to match modified school zone limits
11. Conversion of non-flashing school signs to signs with flashing beacons, including solar power installation and relocation of school zone infrastructure to match modified school zone limits
12. Pedestrian/bicycle/transit connector linkages
13. Traffic signal pedestrian displays

14. Roadway alternative engineering and analysis
15. Roadway improvements, including widening, pavement, pedestrian facilities, bicycle facilities, drainage, water and sewer, lighting, etc.
16. Climate change resiliency drainage improvements including elevation adjustments, sea walls, storm pumping systems, green retention areas, tidal control
17. Greenway and sidewalk improvements
18. Miscellaneous civil engineering, design and related services, including the necessary incidentals, associated activities, and services required by a Work Authorization
19. Broward County In-House Consultant Support Services

## **2 PURPOSE**

The purpose of this Scope of Services document is to provide a broad description of the scope of the engineering services and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract plans, specifications, cost estimates, special provisions, etc., and studies, analyses, evaluations, and the requirements for any construction management services or implementation services to be provided. The construction management services would include construction engineering, inspection, testing, and all necessary contract administration work. An example for implementation services could include traffic signal network communications implementation including field deployment of equipment including firmware upgrades, establishing communications and troubleshooting, and providing data conversion services. The general objective is for the CONSULTANT to provide the engineering, design, studies, implementation, construction management and related services for each Work Authorization negotiated in accordance with the contract requirements.

The final scope of services shall be established on a work authorization basis in accordance with Broward County requirements. The tasks described in the work authorizations scope of services shall include pertinent design or reference manuals that are necessary to define the requirements of the work. These items will be mutually agreed upon by both the COUNTY and the CONSULTANT. All plans and design documents are to be prepared with Standard English values in accordance with all applicable COUNTY, Florida Department of Transportation (FDOT), and Federal Highway Administration (FHWA) manuals and guidelines, as well as, other standards and manuals that may be documented.

The CONSULTANT shall be aware that as a project work authorization is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any

supplemental fee request(s). The COUNTY shall have the final determination and approval for any amendments to any work authorization or to the contract agreement.

The CONSULTANT shall demonstrate good project management practices while working on this contract. These practices include communication with the COUNTY, and others as necessary, management of time and resources, and proper documentation. The CONSULTANT shall set up and maintain throughout the design of any work authorization a contract file. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work negotiated under this contract. The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans and during project implementation or the construction management services provided by the CONSULTANT. The COUNTY will provide job specific information and/or functions as outlined in the contract.

COUNTY shall request work authorizations on an as-needed basis. There is no guarantee that any or all the services described in this document will be assigned during the term of this agreement. COUNTY, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

### **3 FDOT PREQUALIFICATION AND OTHER REQUIREMENTS**

The CONSULTANT and its sub-consultants shall be collectively prequalified (FDOT Prequalification Letter Required) for the following FDOT Work Groups pursuant to law (Rule 14-75, Florida Administrative Code (F.A.C.):

Type of Work 3.1:	Minor Highway Design
Type of Work 3.2:	Major Highway Design
Type of Work 4.1.1:	Miscellaneous Structures
Type of Work 6.1:	Traffic Engineering Studies
Type of Work 6.2:	Traffic Signal Timing
Type of Work 6.3.1:	Intelligent Transportation Systems Analysis and Design
Type of Work 6.3.2:	Intelligent Transportation Systems Implementation
Type of Work 6.3.3:	Intelligent Transportation Traffic Engineering Systems Communications
Type of Work 6.3.4:	Intelligent Transportation System Software Development
Type of Work 7.1:	Signing, Pavement Marking, and Channelization
Type of Work 7.2:	Lighting
Type of Work 7.3:	Signalization
Type of Work 8.1:	Control Surveying
Type of Work 8.2:	Design, Right of Way, and Construction Surveying
Type of Work 8.4:	Right of Way Mapping
Type of Work 9.1:	Soil Exploration
Type of Work 9.2:	Geotechnical Classification Lab Testing

Type of Work 9.3:	Highway Materials Testing
Type of Work 9.4.1:	Standard Foundation Studies
Type of Work 9.5:	Geotechnical Specialty Lab Testing
Type of Work 10.1:	Roadway Construction, Engineering and Inspection (CEI)
Type of Work 10.3:	Construction Materials Inspection
Type of Work 10.4:	Minor Bridge and Miscellaneous Structures CEI
Type of Work 15.0:	Landscape Architect

The CONSULTANT and/or its sub-consultants shall have at least one individual for each of the following International Municipal Signal Association (IMSA) certifications. Only those individuals certified in these specialty areas may perform the associated inspection services and all certified personnel shall be available to perform the inspection services required for the installation, maintenance, and operations of the traffic control equipment and devices. All certifications (documentation) shall be submitted at the time of the Request for Proposal (RFP) solicitation and shall be maintained and kept current during the contract duration.

1. IMSA Traffic Signal Construction Technician Level II
2. IMSA Traffic Signal Technician
3. IMSA Traffic Signal Inspector (Florida Edition)

The CONSULTANT and/or its sub-consultants shall have at least one individual that has completed the following training:

1. Advanced Maintenance-of-Traffic (MOT) Training through an approved FDOT Provider

The CONSULTANT and/or its sub-consultants performing Construction Engineering and Inspection (CEI) services shall have at least one individual in each category listed below that are certified by FDOT for the following Construction Training and Qualification Program (CTQP) areas of expertise:

1. Asphalt Paving Level 2
2. Concrete Field Inspector Specification Level 1
3. Earthwork Construction Inspection Level 1
4. Drilled Shaft Inspection
5. Quality Control (QC) Manager
6. Final Estimates Level 2



The COUNTY shall approve all CEI personnel prior to performance of any CEI services, and the administration of all CEI staff shall be under the responsible charge of a Florida Licensed Professional Engineer. All certifications (documentation) shall be submitted at the time of the RFP solicitation and shall be maintained and kept current during the contract duration.

#### **4 ENGINEERING DESIGN AND RELATED SERVICES**

The overall work will consist of multiple work authorizations for the completion of various engineering designs and preparation of contract documents, field deployments, construction inspections, and related services with regards to the assigned projects. The specific projects will be identified in each year of the contract based on a priority established at the time by the COUNTY. Generally, the work authorizations will include those types of services required for the types of projects listed above.

The CONSULTANT shall investigate the status of each assigned work authorization and become familiar with the existing site conditions, contract requirements, deliverables, and commitments regarding schedule in order to enter into negotiations with the COUNTY. The CONSULTANT shall use the approved scope of services, design concepts, and types of services required as a basis for the work authorization unless otherwise directed by the COUNTY.

The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract prior to negotiations for the work authorization being issued.

#### **5 PROJECT SCHEDULE**

Within ten (10) days after the Notice-To-Proceed (NTP) for each approved and negotiated work authorization, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT scheduled activities required to meet the current COUNTY Delivery Date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for COUNTY review time for each phase and other submittals as appropriate.

All fees and price proposals are to be based on the negotiated schedule for final plans production, studies, network implementation, and/or construction schedules for CEI services. Periodically, throughout the life of any assigned project, the schedule and payout curves shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the work concept and progress to date. The approved schedule and schedule status report, along with progress, shall be submitted with the monthly progress

report. The schedule shall be submitted in Microsoft Projects, Suretrak, Primavera, or system compatible format.

## **6 ENGINEERING, DESIGN, PLAN PREPARATION, AND RELATED SERVICES**

The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract prior to negotiation and revise as needed without compensation. The scope of services shall include the types of services required for the task order being negotiated, and may include the following:

1. Records research and data collection
2. Field site visit and review of project requirements and constraints
3. Field surveying and base mapping
4. Right-of-way engineering
5. Preliminary engineering and alternatives analysis
6. Geotechnical investigations, sampling, testing, and report documentation
7. Subsurface utility engineering (SUE)
8. Project coordination and documentation
9. Utility coordination and documentation
10. Utility conflicts evaluation and design
11. Agency coordination and permitting
12. Environmental engineering
13. Roadway design and plans preparation
14. Site engineering and design
15. Pavement design
16. Utilities design
17. Drainage design
18. Stormwater pollution prevention plans
19. Miscellaneous structures design
20. Foundations design
21. Signing and pavement markings
22. Traffic signalization design
23. Maintenance of traffic design
24. School zone design

25. Lighting design
26. Miscellaneous engineering and studies
27. Traffic data collection
28. Traffic control design
29. Traffic engineering and operations reports
30. Traffic communications systems design and/or implementation
31. Intelligent transportation systems design
32. Engineering reports
33. Technical specifications
34. Public involvement activities
35. Permitting
36. Construction cost estimating
37. Bid and contract award
38. As-built records engineering
39. Plans review
40. Construction engineering inspections
41. Construction administration and management
42. Critical Path Method (CPM) scheduling
43. Value engineering
44. In-House Professional Engineering and support
45. Landscape architecture

The CONSULTANT shall furnish plans and documents as required by the COUNTY to adequately control, coordinate, and approve the plans and other contract deliverables. The CONSULTANT shall distribute phase submittals as directed by the COUNTY. In addition, the CONSULTANT shall furnish plans and documents to other Government Agencies as required to obtain approvals and/or permits. The COUNTY and other Government Agencies will determine the specific number of copies required prior to each submittal.

The CONSULTANT shall meet COUNTY, FDOT and other governmental agency's requirements during the various stages of the process to design and prepare the complete set of construction contract plans and special provisions. The CONSULTANT shall produce designs, alternatives, evaluations, analyses, contract plans, specifications, cost estimates, and obtain the necessary permits required for each work authorization project assigned. These documents shall contain all construction details, contract provisions, permits, reports,

agreements, and certifications required to advertise, award, and administer a construction contract.

The CONSULTANT shall prepare and submit required documents in accordance with the latest FDOT Green Book and Design Manual at the time of the work authorization.

The CONSULTANT shall be aware that the number of submittals and phase reviews is determined on a project by project basis and no design phase is complete until all review comments have been resolved and documented. It is the responsibility of the CONSULTANT to address and resolve all review comments during design phases. The CONSULTANT shall prepare and submit items listed for each phase submittal at the time of negotiations of the work authorization. Note that requirements are not limited, and it is the responsibility of the CONSULTANT to investigate and meet all requirements.

## **7 TRAFFIC NETWORK COMMUNICATIONS IMPLEMENTATION OR MODIFICATION**

The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract prior to negotiations for the work order being issued. The scope of services may include field coordination and implementation of migration services for the traffic signal system for various intersections located within the County. The services include making modifications to the operation of the signals by converting the signal controllers from one type of communication protocol to another type. This process requires specialized expertise in three primary areas as follows:

1. Field traffic signal controller firmware implementation, operation, updates and verification
2. Communications equipment setup, testing, and field deployment and troubleshooting for fiber optics and cellular devices
3. Signal timing methods and procedures

The field signal firmware procedures are generally characterized as traffic signal technician tasks, the communications setup work are network engineering tasks, and traffic signal timing are engineering functions. The CONSULTANT will be required to provide coordination efforts with Broward County Traffic Engineering, and Highway Construction and Engineering Divisions staff since the work requires specific knowledge only available from the COUNTY. The COUNTY utilizes Naztec 2070 traffic signal controllers, fiber optic switches, cellular modems and air cards, and cellular antennas within its communications network. This equipment, and its use and testing, requires specialized skills and expertise in order to ensure consistency within the signal communications network. Signal verification, troubleshooting, and communications issue resolution are required and are an integral part of the implementation process.

## **8 CONSTRUCTION MANAGEMENT SERVICES**

The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract prior to negotiations of the work order being issued. The scope of services for the construction engineering and inspection (CEI) shall include the types of services required for the task order being negotiated, and may include the following:

1. Management of CEI contract assignments
2. Issue identification and resolution
3. Project communications, coordination and documentation
4. On-site inspection
5. Contract administration
6. Permit monitoring
7. Public concerns coordination
8. Construction cost and schedule control
9. Materials sampling and testing
10. Engineering services
11. Geotechnical engineering services
12. Review of construction documents
13. Certification of interim and final estimates
14. Review of contractor invoices
15. Post construction claims review
16. Shop drawings review and processing
17. Request for Information (RFI) review and processing
18. Change order review and processing
19. Value engineering

## **9 SERVICES TO BE PERFORMED BY THE COUNTY**

1. When appropriate the COUNTY will provide project data currently on file
2. Provide phase reviews of plans and engineering documents
3. Furnish COUNTY agreements with Utility Agency Owner (UAO), as available
4. Furnish COUNTY agreements with municipalities

5. Provide all information that may come to the COUNTY pertaining to future improvements
6. Attend scheduled meetings with the consultant to discuss project requirements, issues, schedules, documents, etc.

## 10 PROJECT COMMON TASKS

Project common tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with all required plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. All modifications to sections must be justified to the COUNTY to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, installation, warranty, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the COUNTY for review at the time of plans review submission to the COUNTY. The Technical Special Provisions will be reviewed for suitability in accordance with the COUNTY standards and FDOT Handbook for Preparation of Specification Package.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as management meetings, design meetings, local governments, railroad companies, utility owners, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

The CONSULTANT shall also meet with the COUNTY to review the Project scope as well as to discuss any possible right-of-way and/or environmental concerns and overall Project feasibility. In addition, the CONSULTANT shall coordinate with applicable environmental agencies.

Quality Assurance/Quality Control: It is the intention of the COUNTY that design CONSULTANTS are held responsible for their work and their subconsultants, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the COUNTY concept, and that the CONSULTANT submittals are complete. The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and sub-consultants under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

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

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Supervision: Includes all efforts required to supervise all technical design activities, field implementations, and construction management services provided.

Coordination: Includes all efforts to coordinate with all disciplines of a project to produce a final set of construction documents, to finalize signal or network implementation, or to provide construction engineering and inspection.

## 11 PROJECT GENERAL TASKS

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

Public Involvement: Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the COUNTY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution.

1. Community Awareness Plan
2. Notifications
3. Preparing Mailing Lists
4. Median Modification Letters
5. Driveway Modification Letters
6. Newsletters
7. Renderings and Fly-Throughs
8. PowerPoint Presentations
9. Public Meeting Preparations
10. Public Meeting Attendance and Follow-up
11. Broward Metropolitan Planning Organization (MPO) Meetings

Contract Maintenance: Includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

Plans Update: Includes effort needed to update plans and will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Post Design Services: Includes, but is not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated as necessary as a contract amendment. Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.



Electronic Delivery: The CONSULTANT shall deliver final contract plans in electronic format. The final contract plans shall be electronically signed, and sealed files delivered to the COUNTY on acceptable electronic media, as determined by the COUNTY.

## 12 PROJECT REQUIREMENTS

Liaison Office: The COUNTY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project(s). While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of any work authorization issued under this agreement remains with the COUNTY Contract Administrator and Project Manager.

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

Progress Reporting: The CONSULTANT shall meet with the COUNTY as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the COUNTY concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

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

Professional Endorsement: The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY standards.

Computer Automation: Projects will be developed utilizing Computer-Aided Drafting and Design (CADD) systems, as appropriate. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual and any COUNTY requirements. The CONSULTANT will submit final documents and files as described therein and as required by the COUNTY's Project Manager.

Coordination with Other Consultants: The CONSULTANT is to coordinate its work with any and all consultants who may be working on adjacent projects to effectively complete well-coordinated plans and specifications for the project(s) under this agreement.

**EXHIBIT B**  
**Payment Schedule**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: **Metric Engineering, Inc.**  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.96		
Chief Engineer 2	\$92.67		2.96		\$250.00*
Project Manager 3	\$91.35		2.96		\$250.00*
Project Manager 2	\$89.41		2.96		\$250.00*
Senior Engineer 2	\$79.80		2.96		\$236.21
Senior Electrical Engineer	\$74.55		2.96		\$220.67
Senior Engineer 1	\$71.60		2.96		\$211.94
Project Manager 1	\$65.79		2.96		\$194.74
Engineer 2	\$62.73		2.96		\$185.68
Senior Computer Programmer	\$62.00		2.96		\$183.52
Senior Environmental Specialist	\$56.71		2.96		\$167.86
Senior Designer	\$49.45		2.96		\$146.37
Senior Utility Coordinator	\$49.22		2.96		\$145.69
Engineer 1	\$48.21		2.96		\$142.70
GIS Specialist	\$43.30		2.96		\$128.17
Designer	\$37.74		2.96		\$111.71
Engineering Intern	\$34.96		2.96		\$103.48
CADD/Computer Technician	\$31.97		2.96		\$94.63
Environmental Specialist	\$31.64		2.96		\$93.65
Engineering Technician	\$27.89		2.96		\$82.55

Multiplier of 2.96 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (103.57) %

FRINGE = HOURLY RATE X FRINGE (65.43) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**

**EXHIBIT B-1  
MAXIMUM BILLING RATES – FIELD OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: **Metric Engineering, Inc.**  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
CEI Senior Project Engineer	\$73.58		2.31		\$169.97
CEI Project Administrator/CEI Project Engineer	\$50.52		2.31		\$116.70
CEI Senior ITS Inspector	\$36.10		2.31		\$83.39
CEI Senior Inspector/Senior Engineer Intern	\$35.10		2.31		\$81.08
CEI ITS Inspector	\$30.04		2.31		\$69.39
CEI Inspector/Engineer Intern	\$26.25		2.31		\$60.64

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (43.20) %

FRINGE = HOURLY RATE X FRINGE (66.88) %

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

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

DIRECT EXPENSE RATE = 16.84%

**EXHIBIT B  
MAXIMUM BILLING RATES - HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering  
 Subconsultant Name: **ADEPT Public Relations, LLC**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager 3	\$91.35		2.31		\$211.02
Community Outreach Specialist - Senior	\$45.67		2.31		\$105.50
Community Outreach Specialist - Senior -Video Production	\$45.67		2.31		\$105.50

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

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

**EXHIBIT B  
MAXIMUM BILLING RATES - HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **BMA Consulting Engineering, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.66		
					(\$/HR)
Senior Engineer 2	\$79.80		2.66		\$212.27
Senior Engineer 1	\$71.60		2.66		\$190.46
Engineer 2	\$62.73		2.66		\$166.86
Senior Environmental Specialist	\$56.71		2.66		\$150.85
Senior Designer	\$49.45		2.66		\$131.54
Designer	\$37.74		2.66		\$100.39

Multiplier of 2.66 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (102.26) %

FRINGE = HOURLY RATE X FRINGE (39.27) %

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

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

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Compass Point Surveyors, PL**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
SUR Project Manager 1	\$65.79		2.31		\$151.97
SUR Chief Surveyor	\$62.92		2.31		\$145.35
SUR Project Surveyor	\$55.29		2.31		\$127.72
SUR Field Crew Supervisor II	\$50.48		2.31		\$116.61

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

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

**EXHIBIT B-2  
REIMBURSABLES**

Project No: PNC2119168P1  
Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
Consultant/ Metric Engineering, Inc.  
Subconsultant Name: **Compass Point Surveyors, PL**

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**UNIT PRICE REIMBURSABLES**

ITEM		UNIT	UNIT PRICE
Survey Crew - 2 Person		Per Crew (\$/HR)	\$130.00
Survey Crew - 3 Person		Per Crew (\$/HR)	\$160.00
Survey Crew - 4 Person		Per Crew (\$/HR)	\$200.00

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



**EXHIBIT B  
MAXIMUM BILLING RATES - HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Duland Design LLC**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Senior Landscape Architect	\$57.82		2.31		\$133.56
Project Landscape Architect	\$50.00		2.31		\$115.50
Landscape Architect Intern	\$32.09		2.31		\$74.13

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

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

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Project No: PNC2119168P1  
 Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **EBS Engineering, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.00	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager 3	\$91.35		3.00		\$250.00*
Project Manager 2	\$89.41		3.00		\$250.00*
Senior Engineer 2	\$79.80		3.00		\$239.40
Senior Engineer 1	\$71.60		3.00		\$214.80
Project Manager 1	\$65.79		3.00		\$197.37
Engineer 2	\$62.73		3.00		\$188.19
Senior Environmental Specialist	\$56.71		3.00		\$170.13
Engineer 1	\$48.21		3.00		\$144.63
Engineering Intern	\$34.96		3.00		\$104.88
CADD/Computer Technician	\$31.97		3.00		\$95.91

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (126.47) %

FRINGE = HOURLY RATE X FRINGE (46.26) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**

**EXHIBIT B-1  
MAXIMUM BILLING RATES – FIELD OFFICE**

Project No: PNC2119168P1  
 Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **EBS Engineering, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
CEI Senior Inspector/ Senior Engineer Intern	\$35.10		2.31		\$81.08
CEI ITS Inspector	\$30.04		2.31		\$69.39

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% For Construction Engineering and Inspection Services.

DIRECT EXPENSE RATE = 0.00%

**EXHIBIT B-1  
MAXIMUM BILLING RATES – FIELD OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **F&J Engineering Group, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.45		
			(\$/HR)		
CEI Project Administrator/CEI Project Engineer	\$50.52		2.45		\$123.77
CEI Contract Support Specialist	\$37.92		2.45		\$92.90
CEI Senior Bridge Inspector	\$37.61		2.45		\$92.14
CEI Senior ITS Inspector	\$36.10		2.45		\$88.45
CEI Senior Roadway Inspector	\$36.10		2.45		\$88.45
CEI ITS Inspector	\$30.04		2.45		\$73.60
CEI Roadway Inspector	\$30.04		2.45		\$73.60
CEI Bridge Inspector	\$28.27		2.45		\$69.26
CEI Resident Compliance Specialist	\$25.00		2.45		\$61.25

Multiplier of 2.45 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (78.71) %

FRINGE = HOURLY RATE X FRINGE (43.87) %

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

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

DIRECT EXPENSE RATE = 12.25%

**EXHIBIT B AND B-1  
MAXIMUM BILLING RATES – HOME AND FIELD OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Florida Engineering & Testing, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Project Manager 1	\$65.79		2.31		\$151.97
Engineer 1	\$48.21		2.31		\$111.37
Field/Lab Crew Supervisor I	\$34.41		2.31		\$79.49
Senior Engineering Technician	\$34.00		2.31		\$78.54
Engineering Technician	\$27.89		2.31		\$64.43
CEI Secretary/Clerical	\$27.00		2.31		\$62.37
CEI Inspector/Engineer Intern	\$26.25		2.31		\$60.64

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

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

DIRECT EXPENSE RATE = 0.00%

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **HP Consultants, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Project Manager 2	\$89.41		3.00		\$250.00*
Chief Engineer 1	\$80.46		3.00		\$241.38
Senior Engineer 1	\$71.60		3.00		\$214.80
Engineer 1	\$48.21		3.00		\$144.63
Designer	\$37.74		3.00		\$113.22
Utility Coordinator	\$35.70		3.00		\$107.10
CADD/Computer Technician	\$31.97		3.00		\$95.91
Secretary/Clerical	\$27.00		3.00		\$81.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (140.00) %

FRINGE = HOURLY RATE X FRINGE (32.50) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**

**EXHIBIT B-1  
MAXIMUM BILLING RATES – FIELD OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **HP Consultants, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
CEI Senior Inspector/Senior Engineer Intern	\$35.10		2.31		\$81.08
CEI Inspector/Engineer Intern	\$26.25		2.31		\$60.64

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

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

DIRECT EXPENSE RATE = 0.00%

**EXHIBIT B  
MAXIMUM BILLING RATES - HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Iteris, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Chief Engineer 2	\$92.67		3.00		\$250.00*
Project Manager 3	\$91.35		3.00		\$250.00*
Chief Engineer 1	\$80.46		3.00		\$241.38
Engineer 2	\$62.73		3.00		\$188.19
Senior Designer	\$49.45		3.00		\$148.35
Engineer 1	\$48.21		3.00		\$144.63
Transportation Data Analyst	\$44.52		3.00		\$133.56
Engineering Intern	\$34.96		3.00		\$104.88
Senior Engineering Technician	\$34.00		3.00		\$102.00
Engineering Technician	\$27.89		3.00		\$83.67

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.94) %

FRINGE = HOURLY RATE X FRINGE (71.78) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**



**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering Inc.  
 Subconsultant Name: **Keith and Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.42		
Project Manager 2	\$89.41		2.42		\$216.37
Chief Engineer 1	\$80.46		2.42		\$194.71
Project Manager 1	\$65.79		2.42		\$159.21
Subsurface Utility Location Manager 1	\$65.79		2.42		\$159.21
SUR Chief Surveyor	\$62.92		2.42		\$152.27
Engineer 2	\$62.73		2.42		\$151.81
Senior Planner	\$60.20		2.42		\$145.68
Chief Utility Coordinator	\$59.98		2.42		\$145.15
Senior Landscape Architect	\$57.82		2.42		\$139.92
SUR Senior Surveyor	\$55.50		2.42		\$134.31
Senior Designer	\$49.45		2.42		\$119.67
Senior Utility Coordinator	\$49.22		2.42		\$119.11
Engineer 1	\$48.21		2.42		\$116.67
Landscape Architect	\$41.65		2.42		\$100.79
SUR Surveyor	\$40.87		2.42		\$98.91
Utility Coordinator	\$35.70		2.42		\$86.39
Engineering Intern	\$34.96		2.42		\$84.60
Subsurface Utility Field Crew Supervisor I	\$34.41		2.42		\$83.27
Planner	\$33.61		2.42		\$81.34
CADD/Computer Technician	\$31.97		2.42		\$77.37

Multiplier of 2.42 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (85.38) %

FRINGE = HOURLY RATE X FRINGE (35.05) %

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

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

**EXHIBIT B-1  
MAXIMUM BILLING RATES – FIELD OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering Inc.  
 Subconsultant Name: **Keith and Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.15		(\$/HR)
CEI Senior Project Engineer	\$73.58		2.15		\$158.20
CEI Project Administrator/CEI Project Engineer	\$50.52		2.15		\$108.62
CEI Senior Inspector/Senior Engineer Intern	\$35.10		2.15		\$75.47
CEI Secretary/Clerical	\$27.00		2.15		\$58.05
CEI Inspector/Engineer Intern	\$26.25		2.15		\$56.44

Multiplier of 2.15 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (60.76) %

FRINGE = HOURLY RATE X FRINGE (35.05) %

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

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

DIRECT EXPENSE RATE = 0.00%

**EXHIBIT B-2  
REIMBURSABLES**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering Inc.  
 Subconsultant Name: **Keith and Associates, Inc.**

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**UNIT PRICE REIMBURSABLES**

ITEM		UNIT	UNIT PRICE
Survey Crew - 2 Person		Per Crew (\$/HR)	\$130.00
Survey Crew - 3 Person		Per Crew (\$/HR)	\$160.00
Survey Crew - 4 Person		Per Crew (\$/HR)	\$200.00
Subsurface Designation		Per Crew (\$/HR)	\$200.00
Vacuum Excavations Pervious		Per Hole / Each	\$350.00
Vacuum Excavations Impervious		Per Hole / Each	\$500.00

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

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Southeastern Archaeological Research, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.50	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager 1	\$65.79		2.50		\$164.48
Senior Scientist (Architectural Historian)	\$46.23		2.50		\$115.58
Chief Archaeologist	\$44.57		2.50		\$111.43
GIS Specialist	\$43.30		2.50		\$108.25
Senior Archaeologist	\$32.30		2.50		\$80.75
Archaeologist	\$28.35		2.50		\$70.88
Scientist (Historian)	\$27.28		2.50		\$68.20
Secretary/Clerical	\$27.00		2.50		\$67.50

Multiplier of 2.50 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (71.78) %

FRINGE = HOURLY RATE X FRINGE (55.23) %

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

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

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering Inc.  
 Subconsultant Name: **Stoner & Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	x	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.52		(\$/HR)
SUR Chief Surveyor	\$62.92		2.52		\$158.56
SUR Senior Project Surveyor	\$57.70		2.52		\$145.40
SUR Project Surveyor	\$55.29		2.52		\$139.33
SUR Field Crew Supervisor 1	\$34.41		2.52		\$86.71
CADD/Computer Technician	\$31.97		2.52		\$80.56
SUR Secretary/Clerical	\$30.57		2.52		\$77.04

Multiplier of 2.52 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (99.33) %

FRINGE = HOURLY RATE X FRINGE (30.06) %

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

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

**EXHIBIT B-2  
REIMBURSABLES**

Project No: PNC2119168P1  
Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
Consultant/ Metric Engineering, Inc.  
Subconsultant Name: **Stoner & Associates, Inc.**

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**UNIT PRICE REIMBURSABLES**

ITEM		UNIT	UNIT PRICE
Survey Crew - 3 Person		Per Crew (\$/HR)	\$160.00

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

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Tierra South Florida, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Project Manager 3	\$91.35		3.00		\$250.00*
Chief Engineer 1	\$80.46		3.00		\$241.38
Senior Engineer 2	\$79.80		3.00		\$239.40
Chief Scientist	\$71.00		3.00		\$213.00
Project Manager 1	\$65.79		3.00		\$197.37
Engineer 1	\$48.21		3.00		\$144.63
Utility Coordinator	\$35.70		3.00		\$107.10
Senior Engineering Technician	\$34.00		3.00		\$102.00
Engineering Technician	\$27.89		3.00		\$83.67
Secretary/Clerical	\$27.00		3.00		\$81.00
Contract Coordinator	\$24.50		3.00		\$73.50

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (120.82) %

FRINGE = HOURLY RATE X FRINGE (51.91) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**

**EXHIBIT B-1  
MAXIMUM BILLING RATES – FIELD OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Tierra South Florida, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
CEI Senior Inspector/Senior Engineer Intern	\$35.10		2.31		\$81.08
CEI Asphalt Plant Inspector	\$29.50		2.31		\$68.15
CEI Inspector/Engineer Intern	\$26.25		2.31		\$60.64

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**Notes:**

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

FIELD OFFICE DIRECT EXPENSE RATE = 0.00%



**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **TranSystems Corporation**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.74		(\$/HR)
Project Manager 3	\$91.35		2.74		\$250.00*
Senior Engineer 2	\$79.80		2.74		\$218.65
Senior Electrical Engineer	\$74.55		2.74		\$204.27
Senior Engineer 1	\$71.60		2.74		\$196.18
Senior Mechanical Engineer	\$69.27		2.74		\$189.80
Engineer 2	\$62.73		2.74		\$171.88
Engineer 1	\$48.21		2.74		\$132.10
Electrical Engineer	\$46.36		2.74		\$127.03
Mechanical Engineer	\$45.43		2.74		\$124.48
Senior Certified Bridge Inspector	\$36.93		2.74		\$101.19
Engineering Intern	\$34.96		2.74		\$95.79
Senior Engineering Technician	\$34.00		2.74		\$93.16
Secretary/Clerical	\$27.00		2.74		\$73.98
Assistant Bridge Inspector	\$26.84		2.74		\$73.54

Multiplier of 2.74 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (96.29) % includes fringe

FRINGE = HOURLY RATE X FRINGE (53.18) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**

**EXHIBIT B  
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Wantman Group, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Chief Engineer 2	\$92.67		3.00		\$250.00*
Chief Planner	\$89.84		3.00		\$250.00*
Senior Engineer 2	\$79.80		3.00		\$239.40
Senior Engineer 1	\$71.60		3.00		\$214.80
Engineer 2	\$62.73		3.00		\$188.19
Senior Planner	\$60.20		3.00		\$180.60
Senior Landscape Architect	\$57.82		3.00		\$173.46
SUR Senior Surveyor	\$55.50		3.00		\$166.50
SUR Project Surveyor	\$55.29		3.00		\$165.87
Engineer 1	\$48.21		3.00		\$144.63
GIS Specialist	\$43.30		3.00		\$129.90
Project Planner	\$39.99		3.00		\$119.97
SUR Survey/GIS/SUE Analyst 3 Senior	\$36.88		3.00		\$110.64
Engineering Intern	\$34.96		3.00		\$104.88
SUR Secretary / Clerical	\$30.57		3.00		\$91.71
SUR Survey/GIS/SUE Analyst 2 Junior	\$25.69		3.00		\$77.07
SUR Survey/GIS/SUE Analyst 1 Entry	\$19.38		3.00		\$58.14

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (121.47) %

FRINGE = HOURLY RATE X FRINGE (51.26) %

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

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

**Note: \*Maximum Billing Rates will not exceed \$250.00/HR.**

**EXHIBIT B-2  
REIMBURSABLES**

Project No: PNC2119168P1  
 Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultant Name: **Wantman Group, Inc.**

**UNIT PRICE REIMBURSABLES**

ITEM	UNIT	UNIT PRICE
Survey Crew - 2 Person	Per Crew (\$/HR)	\$130.00
Survey Crew - 3 Person	Per Crew (\$/HR)	\$160.00
Survey Crew - 4 Person	Per Crew (\$/HR)	\$200.00
Subsurface Designation	Per Crew (\$/HR)	\$200.00
Vacuum Excavations Pervious	Per Hole/Each	\$350.00
Vacuum Excavations Impervious	Per Hole/Each	\$500.00

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

EXHIBIT B-3  
TESTING LOADED RATES

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultants: HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
401-Geo Auger Borings-H& & Truck/Mud Bug	\$ 9.92	LF
402-Geo Auger Borings-Track	\$ 11.85	LF
404-Geo Backhoe (Rental without labor)	\$ 379.14	Task
406-Geo Barge (Rental without labor)	\$ 4,652.58	Task
408-Geo Concrete Pad & Cover for Monitoring Wells	\$ 249.81	Each
415-Geo Double Ring Infiltration ASTM D3385	\$ 433.30	Each
417-Geo Dozer (Rental without labor)	\$ 846.56	Task
418-Geo Drill Crew Support Vehicle	\$ 149.89	Day
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	\$ 42.27	Each
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	\$ 48.74	Each
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	\$ 57.81	Each
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	\$ 73.68	Each
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	\$ 102.16	Each
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	\$ 34.86	Each
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	\$ 39.63	Each
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	\$ 44.88	Each
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	\$ 50.22	Each
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	\$ 64.86	Each
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	\$ 314.81	Each
433-Geo Field Perm 10-25Ft Open-End Borehole Method	\$ 359.00	Each
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	\$ 6.70	LF
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	\$ 7.94	LF
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	\$ 8.69	LF
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	\$ 12.00	LF
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	\$ 13.85	LF
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	\$ 4.89	LF
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	\$ 5.84	LF
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	\$ 7.20	LF
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	\$ 8.70	LF
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	\$ 9.78	LF
445-Geo Grouted Monitor Well 2in 0-50 Ft	\$ 21.50	LF
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	\$ 55.45	LF
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	\$ 43.00	LF
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	\$ 66.67	LF
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	\$ 50.00	LF
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	\$ 75.00	LF
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	\$ 60.00	LF
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	\$ 90.85	LF
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	\$ 75.00	LF
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	\$ 107.68	LF
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	\$ 93.75	LF
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	\$ 45.24	LF
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	\$ 38.04	LF
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	\$ 53.89	LF
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	\$ 42.64	LF
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	\$ 60.00	LF

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	\$ 50.56	LF
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	\$ 70.04	LF
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	\$ 53.22	LF
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	\$ 81.98	LF
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	\$ 60.96	LF
473-Geo SPT Barge/Track/Amphib 0-50 Ft	\$ 16.74	LF
474-Geo SPT Barge/Track/Amphib 50-100 Ft	\$ 20.06	LF
475-Geo SPT Barge/Track/Amphib 100-150 Ft	\$ 27.49	LF
476-Geo SPT Barge/Track/Amphib 150-200 Ft	\$ 30.00	LF
477-Geo SPT Barge/Track/Amphib 200-250 Ft	\$ 56.77	LF
478-Geo SPT Truck/Mud Bug 0-50 Ft	\$ 13.38	LF
479-Geo SPT Truck/Mud Bug 50-100 Ft	\$ 15.35	LF
480-Geo SPT Truck/Mud Bug 100-150 Ft	\$ 21.54	LF
481-Geo SPT Truck/Mud Bug 150-200 Ft	\$ 24.33	LF
482-Geo SPT Truck/Mud Bug 200-250 Ft	\$ 32.84	LF
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	\$ 8.75	LF
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	\$ 11.00	LF
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	\$ 12.17	LF
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	\$ 19.00	LF
487-Geo Temp Casing 3in Barge/Track/Amphib 200-250 Ft	\$ 27.19	LF
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	\$ 7.15	LF
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	\$ 7.85	LF
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	\$ 8.82	LF
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	\$ 9.33	LF
492-Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	\$ 17.32	LF
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	\$ 13.47	LF
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	\$ 15.39	LF
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	\$ 17.55	LF
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	\$ 20.65	LF
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	\$ 26.02	LF
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	\$ 8.96	LF
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	\$ 10.65	LF
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	\$ 12.53	LF
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	\$ 13.90	LF
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	\$ 17.74	LF
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	\$ 28.61	LF
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	\$ 33.79	LF
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	\$ 15.00	LF
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	\$ 17.00	LF
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	\$ 19.25	LF
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	\$ 11.77	LF
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	\$ 13.79	LF
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	\$ 16.21	LF
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	\$ 21.54	LF
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	\$ 25.40	LF
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	\$ 411.33	Each

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	\$ 142.02	Each
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	\$ 160.54	Each
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	\$ 174.53	Each
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	\$ 235.77	Each
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	\$ 117.02	Each
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	\$ 130.06	Each
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	\$ 120.00	Each
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	\$ 161.54	Each
525-Geo Well Development	\$ 130.39	Hour
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	\$ 200.00	Hour
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	\$ 269.26	Hour
533-Geo Track/Barge Drill Rig and Crew (2-person)	\$ 250.00	Hour
534-Geo Track/Barge Drill Rig and Crew (3-person)	\$ 340.30	Hour
603-Mobilization Asphalt Coring Equipment	\$ 310.64	Each
609-Mobilization Drill Rig Barge Mount	\$ 6,500.00	Each
610-Mobilization Drill Rig Track Mount	\$ 1,091.97	Each
611-Mobilization Drill Rig Trailer Mount	\$ 410.80	Each
612-Mobilization Drill Rig Truck Mount	\$ 372.81	Each
614-Mobilization Mudbug/All Terrain Vehicle	\$ 678.72	Each
618-Mobilization Support Boat	\$ 402.53	Each
619-Mobilization Tri-Pod	\$ 350.00	Each
620-Mobilization of Clearing Equipment	\$ 606.06	Each
700-MOT Arrow Board	\$ 31.36	Each
701-MOT Attenuator Truck	\$ 127.34	Hour
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	\$ 0.60	Each
703-MOT Light Tower	\$ 138.57	Each
704-MOT Portable Changeable Message Sign (PCMS)	\$ 91.74	Each
705-MOT Portable Lighting	\$ 103.55	Each
706-MOT Portable Sign	\$ 3.94	Each
707-MOT Post Mounted Sign	\$ 10.00	Each
708-MOT Provide Channelizing Devices - Cone	\$ 0.76	Each
709-MOT Radar Speed Display Unit (RDSU)	\$ 23.00	Each
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	\$ 125.00	Hour
711-MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	\$ 100.00	Hour
712-MOT Support Vehicle	\$ 44.53	Hour
800-Soils Chloride Soil or Water FM 5-552	\$ 39.89	Test
805-Soils Corrosion Series FM 5-550 through 5-553	\$ 136.09	Test
809-Soils Hydrometer Only AASHTO T88	\$ 100.56	Test
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	\$ 310.50	Test
811-Soils Liquid Limit AASHTO T89	\$ 45.53	Test
812-Soils Materials Finer than 200 Sieve FM 1-T011	\$ 34.06	Test
813-Soils Maximum Density ASTM D4254	\$ 165.08	Test
814-Soils Miniature Vane Shear Test ASTM D4648	\$ 12.51	Test
815-Soils Minimum Density ASTM D4253	\$ 158.66	Test
817-Soils Moisture Content Laboratory AASHTO T265	\$ 11.77	Test
818-Soils Moisture Content Microwave AASHTO D4643	\$ 16.50	Test

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** HP Consultants, Inc.

<b>FDOT Name / Pay Item</b>	<b>Loaded Rate</b>	<b>Unit</b>
819-Soils Organic Content Ignition FM 1 T-267	\$ 36.16	Test
820-Soils Organic Content Wet Combustion AASHTO T194	\$ 44.00	Test
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	\$ 86.11	Test
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	\$ 57.08	Test
825-Soils pH Soil or Water FM 5-550	\$ 33.82	Test
826-Soils Plastic Limit & Plasticity Index AASHTO T90	\$ 45.33	Test
827-Soils Proctor Modified FM 1-T180	\$ 93.33	Test
828-Soils Proctor Standard AASHTO T99	\$ 90.75	Test
829-Soils Resistivity Soil or Water FM 5-551	\$ 42.14	Test
830-Soils Shrinkage Factor AASHTO T92	\$ 60.00	Test
831-Soils Specific Gravity AASHTO T100	\$ 70.64	Test
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	\$ 99.70	Test
833-Soils Sulfate Soil or Water FM 5-553	\$ 42.55	Test
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	\$ 94.78	Test
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	\$ 111.41	Test

EXHIBIT B-3  
TESTING LOADED RATES

Contract No: PNC2119168P1  
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
 Consultant: Metric Engineering, Inc.  
 Subconsultants: Florida Engineering and Testing, Inc.  
 Tierra South Florida, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
100-Aggregate Acid Insol Retained 200 Sieve FM 5-510	\$ 85.00	Test
101-Aggregate Carbonates & Organic Matter FM 5-514	\$ 65.00	Test
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	\$ 44.85	Test
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	\$ 65.00	Test
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	\$ 43.00	Test
105-Aggregate Soundness AASHTO T104	\$ 250.00	Test
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	\$ 78.00	Test
107-Aggregate Total Moisture Content by Drying AASHTO T255	\$ 14.00	Test
108-Aggregate Unit Mass & Voids AASHTO T19	\$ 49.74	Test
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	\$ 98.89	Test
200-Asphalt Bulk Specific Gravity FM 1-T166	\$ 45.73	Test
201-Asphalt Content FM 5-563	\$ 119.15	Test
202-Asphalt Friction Panel	\$ 159.52	Test
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	\$ 181.02	Test
204-Asphalt Gradation FM 1-T030	\$ 78.94	Test
205-Asphalt Gyrotory Compaction 3 Specimens AASHTO T312	\$ 89.71	Test
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	\$ 296.03	Test
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	\$ 305.80	Test
208-Asphalt Max Specific Gravity FM 1-T209	\$ 126.39	Test
209-Asphalt Pavement Coring - 4in dia with Base Depth Check	\$ 121.80	Each
210-Asphalt Pvmnt. Coring - 4in dia without Base Depth Check	\$ 87.00	Each
211-Asphalt Pavement Coring - 6in dia with Base Depth Check	\$ 110.13	Each
212-Asphalt Pvmnt Coring - 6in dia without Base Depth Check	\$ 89.15	Each
213-Asphalt Structural Panel (See Long Description)	\$ 403.87	Test
300-Concrete Beam Flexural Testing ASTM C78	\$ 43.17	Test
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	\$ 18.50	Test
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	\$ 18.50	Test
303-Concrete Drilled Cores & Sawed Beams ASTM C42	\$ 40.00	Test
304-Concrete Masonry Unit Sampling & Testing ASTM C140	\$ 95.96	Test
305-Concrete Pavement Coring - 4in Dia	\$ 122.81	Each
306-Concrete Pavement Coring - 6in Dia	\$ 157.46	Each
307-Concrete Surface Resistivity AASHTO T358	\$ 145.57	Test
400-Geo 3D Thermal Modeling	\$ 138.11	Hour
401-Geo Auger Borings-H& & Truck/Mud Bug	\$ 9.92	LF
402-Geo Auger Borings-Track	\$ 11.85	LF
403-Geo Backhoe (Owned)	\$ 628.15	Day
404-Geo Backhoe (Rental without labor)	\$ 379.14	Task
405-Geo Barge (Owned)	\$ 2,855.83	Day
406-Geo Barge (Rental without labor)	\$ 4,652.58	Task
407-Geo Chainsaw (Owned)	\$ 52.06	Day
408-Geo Concrete Pad & Cover for Monitoring Wells	\$ 249.81	Each
409-Geo CPT Truck/Mud Bug 0-50 Ft	\$ 12.63	LF
410-Geo CPT Truck/Mud Bug 50-100 Ft	\$ 13.68	LF
411-Geo CPT Truck/Mud Bug 100-150 Ft	\$ 15.54	LF
412-Geo CPT Truck/Mud Bug 150-200 Ft	\$ 17.91	LF
413-Geo Crosshole Sonic Logging (CSL)	\$ 1,455.31	Day



**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** Florida Engineering and Testing, Inc.  
 Tierra South Florida, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
414-Geo Dilatometer Sounding	\$ 150.89	Hour
415-Geo Double Ring Infiltration ASTM D3385	\$ 433.30	Each
416-Geo Dozer (Owned)	\$ 811.54	Day
417-Geo Dozer (Rental without labor)	\$ 846.56	Task
418-Geo Drill Crew Support Vehicle	\$ 149.89	Day
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	\$ 1,244.45	Day
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	\$ 42.27	Each
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	\$ 48.74	Each
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	\$ 57.81	Each
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	\$ 73.68	Each
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	\$ 102.16	Each
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	\$ 34.86	Each
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	\$ 39.63	Each
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	\$ 44.88	Each
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	\$ 50.22	Each
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	\$ 64.86	Each
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	\$ 314.81	Each
433-Geo Field Perm 10-25Ft Open-End Borehole Method	\$ 359.00	Each
434-Geo Ground Penetrating Radar (GPR)	\$ 200.00	Hour
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	\$ 6.70	LF
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	\$ 7.94	LF
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	\$ 8.69	LF
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	\$ 12.00	LF
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	\$ 13.85	LF
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	\$ 4.89	LF
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	\$ 5.84	LF
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	\$ 7.20	LF
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	\$ 8.70	LF
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	\$ 9.78	LF
445-Geo Grouted Monitor Well 2in 0-50 Ft	\$ 21.50	LF
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	\$ 15.00	LF
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	\$ 15.46	LF
448-Geo Mini Shaft Inspection	\$ 250.00	Hour
449-Geo Noise Monitoring	\$ 124.20	Hour
450-Geo Piezometer 2in 0-50 Ft	\$ 29.52	LF
451-Geo Pile Integrity Testing	\$ 223.33	Day
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	\$ 55.45	LF
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	\$ 43.00	LF
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	\$ 66.67	LF
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	\$ 50.00	LF
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	\$ 75.00	LF
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	\$ 60.00	LF
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	\$ 90.85	LF
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	\$ 75.00	LF
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	\$ 107.68	LF
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	\$ 93.75	LF

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** Florida Engineering and Testing, Inc.  
 Tierra South Florida, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	\$ 45.24	LF
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	\$ 38.04	LF
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	\$ 53.89	LF
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	\$ 42.64	LF
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	\$ 60.00	LF
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	\$ 50.56	LF
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	\$ 70.04	LF
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	\$ 53.22	LF
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	\$ 81.98	LF
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	\$ 60.96	LF
472-Geo Saximeter Testing	\$ 73.07	Hour
473-Geo SPT Barge/Track/Amphib 0-50 Ft	\$ 16.74	LF
474-Geo SPT Barge/Track/Amphib 50-100 Ft	\$ 20.06	LF
475-Geo SPT Barge/Track/Amphib 100-150 Ft	\$ 27.49	LF
476-Geo SPT Barge/Track/Amphib 150-200 Ft	\$ 30.00	LF
477-Geo SPT Barge/Track/Amphib 200-250 Ft	\$ 56.77	LF
478-Geo SPT Truck/Mud Bug 0-50 Ft	\$ 13.38	LF
479-Geo SPT Truck/Mud Bug 50-100 Ft	\$ 15.35	LF
480-Geo SPT Truck/Mud Bug 100-150 Ft	\$ 21.54	LF
481-Geo SPT Truck/Mud Bug 150-200 Ft	\$ 24.33	LF
482-Geo SPT Truck/Mud Bug 200-250 Ft	\$ 32.84	LF
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	\$ 8.75	LF
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	\$ 11.00	LF
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	\$ 12.17	LF
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	\$ 19.00	LF
487-Geo Temp Casing 3in Barge/Track/Amphib 200-250 Ft	\$ 27.19	LF
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	\$ 7.15	LF
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	\$ 7.85	LF
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	\$ 8.82	LF
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	\$ 9.33	LF
492-Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	\$ 17.32	LF
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	\$ 13.47	LF
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	\$ 15.39	LF
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	\$ 17.55	LF
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	\$ 20.65	LF
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	\$ 26.02	LF
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	\$ 8.96	LF
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	\$ 10.65	LF
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	\$ 12.53	LF
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	\$ 13.90	LF
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	\$ 17.74	LF
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	\$ 28.61	LF
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	\$ 33.79	LF
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	\$ 15.00	LF
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	\$ 17.00	LF
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	\$ 19.25	LF

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Taffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** Florida Engineering and Testing, Inc.  
 Tierra South Florida, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	\$ 11.77	LF
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	\$ 13.79	LF
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	\$ 16.21	LF
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	\$ 21.54	LF
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	\$ 25.40	LF
513-Geo Thermal Integrity Tester (TI)	\$ 223.71	Hour
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	\$ 411.33	Each
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	\$ 142.02	Each
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	\$ 160.54	Each
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	\$ 174.53	Each
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	\$ 235.77	Each
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	\$ 117.02	Each
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	\$ 130.06	Each
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	\$ 120.00	Each
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	\$ 161.54	Each
523-Geo Vibration & Noise Monitoring	\$ 905.51	Day
524-Geo Vibration Monitoring	\$ 902.62	Day
525-Geo Well Development	\$ 130.39	Hour
526-Geo Dynamic Pile Testing/Embedded Data Collector	\$ 843.75	Day
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	\$ 200.00	Hour
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	\$ 269.26	Hour
533-Geo Track/Barge Drill Rig and Crew (2-person)	\$ 250.00	Hour
534-Geo Track/Barge Drill Rig and Crew (3-person)	\$ 340.30	Hour
539-Geo Wash Boring for Rock Cores 0-50 Ft	\$ 10.00	LF
540-Geo Wash Boring for Rock Cores 50-100 Ft	\$ 11.00	LF
541-Geo Wash Boring for Rock Cores 100-150 Ft	\$ 13.00	LF
542-Geo Wash Boring for Rock Cores 150-200 Ft	\$ 15.00	LF
543-Geo Wash Boring for Rock Cores 200-250 Ft	\$ 13.00	LF
600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	\$ 233.33	Each
602-Mobilization - Vibration Monitoring Equipment	\$ 209.47	Each
603-Mobilization Asphalt Coring Equipment	\$ 310.64	Each
606-Mobilization Concrete Coring	\$ 309.00	Each
607-Mobilization Cone Penetrometer Test Rig	\$ 891.41	Each
608-Mobilization Drill Rig Amphibious	\$ 7,267.55	Each
609-Mobilization Drill Rig Barge Mount	\$ 6,500.00	Each
610-Mobilization Drill Rig Track Mount	\$ 1,091.97	Each
611-Mobilization Drill Rig Trailer Mount	\$ 410.80	Each
612-Mobilization Drill Rig Truck Mount	\$ 372.81	Each
613-Mobilization Mini-Shaft Inspection Device	\$ 1,945.77	Each
614-Mobilization Mudbug/All Terrain Vehicle	\$ 678.72	Each
615-Mobilization Pile Driving Analyzer Equipment	\$ 321.62	Each
616-Mobilization Pile Integrity Tester Equipment	\$ 269.64	Each
617-Mobilization Skid Rig	\$ 612.70	Each
618-Mobilization Support Boat	\$ 402.53	Each
619-Mobilization Tri-Pod	\$ 350.00	Each
620-Mobilization of Clearing Equipment	\$ 606.06	Each

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** Florida Engineering and Testing, Inc.  
 Tierra South Florida, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
700-MOT Arrow Board	\$ 31.36	Each
701-MOT Attenuator Truck	\$ 127.34	Hour
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	\$ 0.60	Each
703-MOT Light Tower	\$ 138.57	Each
704-MOT Portable Changeable Message Sign (PCMS)	\$ 91.74	Each
705-MOT Portable Lighting	\$ 103.55	Each
706-MOT Portable Sign	\$ 3.94	Each
707-MOT Post Mounted Sign	\$ 10.00	Each
708-MOT Provide Channelizing Devices - Cone	\$ 0.76	Each
709-MOT Radar Speed Display Unit (RDSU)	\$ 23.00	Each
710-MOT Shadow Vehicle w/ Adv. Warning Arrow & Attenuator	\$ 125.00	Hour
711-MOT Shadow Vehicle w/ Advanced Warning Arrow Board (AWA)	\$ 100.00	Hour
712-MOT Support Vehicle	\$ 44.53	Hour
800-Soils Chloride Soil or Water FM 5-552	\$ 39.89	Test
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	\$ 54.36	Each
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	\$ 238.33	Each
803-Soils Consolidation - Constant Strain ASTM D4186	\$ 489.03	Test
804-Soils Consol-Extend Load Incrmnts AASHTO T216	\$ 50.00	Day
805-Soils Corrosion Series FM 5-550 through 5-553	\$ 136.09	Test
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	\$ 175.00	Test
807-Soils Field Vane Shear Test ASTM D2573	\$ 133.33	Test
808-Soils Flexible Wall Permeability ASTM D5084	\$ 325.00	Test
809-Soils Hydrometer Only AASHTO T88	\$ 100.56	Test
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	\$ 310.50	Test
811-Soils Liquid Limit AASHTO T89	\$ 45.53	Test
812-Soils Materials Finer than 200 Sieve FM 1-T011	\$ 34.06	Test
813-Soils Maximum Density ASTM D4254	\$ 165.08	Test
814-Soils Miniature Vane Shear Test ASTM D4648	\$ 12.51	Test
815-Soils Minimum Density ASTM D4253	\$ 158.66	Test
817-Soils Moisture Content Laboratory AASHTO T265	\$ 11.77	Test
818-Soils Moisture Content Microwave AASHTO D4643	\$ 16.50	Test
819-Soils Organic Content Ignition FM 1 T-267	\$ 36.16	Test
820-Soils Organic Content Wet Combustion AASHTO T194	\$ 44.00	Test
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	\$ 86.11	Test
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	\$ 57.08	Test
823-Soils Permeability Constant Head AASHTO T215	\$ 255.00	Test
824-Soils Permeability Falling Head FM 5-513	\$ 238.34	Test
825-Soils pH Soil or Water FM 5-550	\$ 33.82	Test
826-Soils Plastic Limit & Plasticity Index AASHTO T90	\$ 45.33	Test
827-Soils Proctor Modified FM 1-T180	\$ 93.33	Test
828-Soils Proctor Standard AASHTO T99	\$ 90.75	Test
829-Soils Resistivity Soil or Water FM 5-551	\$ 42.14	Test
830-Soils Shrinkage Factor AASHTO T92	\$ 60.00	Test
831-Soils Specific Gravity AASHTO T100	\$ 70.64	Test
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	\$ 99.70	Test
833-Soils Sulfate Soil or Water FM 5-553	\$ 42.55	Test

**EXHIBIT B-3  
TESTING LOADED RATES**

**Contract No:** PNC2119168P1  
**Contract Title:** Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
**Consultant:** Metric Engineering, Inc.  
**Subconsultants:** Florida Engineering and Testing, Inc.  
 Tierra South Florida, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
834-Soils Swell Potential ASTM D4546	\$ 93.36	Test
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	\$ 305.49	Test
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	\$ 293.98	Test
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	\$ 228.91	Test
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	\$ 94.78	Test
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	\$ 111.41	Test

**EXHIBIT C**  
**Minimum Insurance Requirements**

INSURANCE REQUIREMENTS

Project: Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'I Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products Completed Operations		
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A	<input type="checkbox"/>	If claims-made form:	\$2,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			Contractor is responsible for deductible		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33304  
BCF #202\_CS (Rev. 07.01.2018)  
RFP Contract #PNC2119168P1

*Journal*  
cpounall@broward.org  
cm-cpounall@broward.org  
2019.07.11 13:03:41 -04'00'  
Risk Management Division

**EXHIBIT D**  
**Work Authorization Forms**



(Sample – Contract Administrator Approval Level)

EXHIBIT D-1

Work Authorization No. \_\_\_\_\_

Under  
Agreement between Broward County and \_\_\_\_\_  
for  
\_\_\_\_\_

1. This Work Authorization is issued under the Agreement between Broward County ("County") and \_\_\_\_\_ ("Consultant") for Consultant Services for Continuing Engineering Services for Traffic, Roadway, and Civil Engineering Projects (the "Agreement"), which was approved by the Board of County Commissioners on \_\_\_\_\_ (Item \_\_\_\_\_).

2. This Work Authorization permits Consultant to provide the services described in Exhibit A to this Work Authorization.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized or approved by this Work Authorization will be in accordance with Article 4 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 6.2 of the Agreement up to a maximum not-to-exceed amount of \$\_\_\_\_\_.

3.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A to this Work Authorization as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$\_\_\_\_\_.

3.1.3 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 6.3 of the Agreement up to a maximum not-to-exceed amount of \$\_\_\_\_\_. Unused amounts of those monies shall be retained by County.

3.2 Payments for this Work Authorization will be charged against:

Budget No. \_\_\_\_\_

4. Consultant shall perform the services described in Exhibit A within:

\_\_\_\_\_ calendar days ("Time for Performance"), or

the time periods specified in the Project Schedule included in Exhibit A to this Work Authorization ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, this paragraph is applicable. If Contractor fails to substantially complete the project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

4.2 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit A to this Work Authorization on or before the Time for Performance set forth above, then Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the services:

<u>Services</u>	<u>Amount</u>
	\$ TBD
	\$ TBD
	\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute, and complete, the services in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages, and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in the Agreement.

5. CBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below:  
\_\_\_\_\_ %.

5.2 In performing services for this Work Authorization, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit C of this Work Authorization).

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

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. \_\_\_\_: BROWARD COUNTY, by and through its Contract Administrator, as authorized pursuant to the Agreement, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

County

WITNESS:

BROWARD COUNTY, by and through its Contract Administrator

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Witness

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

Consultant

ATTEST:

[Insert Corporate Name]

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_  
President or Vice President

(SEAL)

\_\_\_\_\_  
(Print Name and Title)

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

(Sample – Director of Purchasing Approval Level)

EXHIBIT D-2

Work Authorization No. \_\_\_\_\_  
Under  
Agreement between Broward County and \_\_\_\_\_  
for  
\_\_\_\_\_

1. This Work Authorization is issued under the Agreement between Broward County ("County") and \_\_\_\_\_ ("Consultant") for Consultant Services for Continuing Engineering Services for Traffic, Roadway, and Civil Engineering Projects (the "Agreement"), which was approved by the Board of County Commissioners on \_\_\_\_\_ (Item \_\_\_\_\_).

2. This Work Authorization permits Consultant to provide the services described in Exhibit A to this Work Authorization.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized or approved by this Work Authorization will be in accordance with Article 4 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 6.2 of the Agreement up to a maximum not-to-exceed amount of \$\_\_\_\_\_.

3.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A to this Work Authorization as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$\_\_\_\_\_.

3.1.3 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 6.3 of the Agreement up to a maximum not-to-exceed amount of \$\_\_\_\_\_. Unused amounts of those monies shall be retained by County.

3.2 Payments for this Work Authorization will be charged against:

Budget No. \_\_\_\_\_

4. Consultant shall perform the services described in Exhibit A within:

\_\_\_\_\_ calendar days ("Time for Performance"), or

the time periods specified in the Project Schedule included in Exhibit A to this Work Authorization ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, this paragraph is applicable. If Contractor fails to substantially complete the project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

4.2 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit A to this Work Authorization on or before the Time for Performance set forth above, then Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the services:

<u>Services</u>	<u>Amount</u>
	\$ TBD
	\$ TBD
	\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute, and complete, the services in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages, and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in the Agreement.

5. CBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below:  
\_\_\_\_\_ %.

5.2 In performing services for this Work Authorization, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit C of this Work Authorization).

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

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. \_\_\_\_\_ : BROWARD COUNTY, by and through its Director of Purchasing, as authorized pursuant to the Agreement, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

County

WITNESS:

BROWARD COUNTY, by and through its Director of Purchasing

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

By \_\_\_\_\_  
Director

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

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

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

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

\_\_\_\_\_  
Contract Administrator                      Date

Consultant

ATTEST:

[Insert Corporate Name]

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_  
President or Vice President

(SEAL)

\_\_\_\_\_  
(Print Name and Title)

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



(Sample – County Commission Approval Level)

EXHIBIT D-3

Work Authorization No. \_\_\_\_\_  
Under  
Agreement between Broward County and \_\_\_\_\_  
for  
\_\_\_\_\_

1. This Work Authorization is issued under the Agreement between Broward County ("County") and \_\_\_\_\_ ("Consultant") for Consultant Services for Continuing Engineering Services for Traffic, Roadway, and Civil Engineering Projects (the "Agreement"), which was approved by the Board of County Commissioners on \_\_\_\_\_ (Item \_\_\_\_\_).

2. This Work Authorization permits Consultant to provide the services described in Exhibit A to this Work Authorization.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized or approved by this Work Authorization will be in accordance with Article 4 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 6.2 of the Agreement up to a maximum not-to-exceed amount of \$\_\_\_\_\_.

3.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A to this Work Authorization as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$\_\_\_\_\_.

3.1.3 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 6.3 of the Agreement up to a maximum not-to-exceed amount of \$\_\_\_\_\_. Unused amounts of those monies shall be retained by County.

3.2 Payments for this Work Authorization will be charged against:

Budget No. \_\_\_\_\_

4. Consultant shall perform the services described in Exhibit A within:

\_\_\_\_\_ calendar days ("Time for Performance"), or

the time periods specified in the Project Schedule included in Exhibit A to this Work Authorization ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, this paragraph is applicable. If Contractor fails to substantially complete the project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

4.2 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit A to this Work Authorization on or before the Time for Performance set forth above, then Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the services:

<u>Services</u>	<u>Amount</u>
	\$ TBD
	\$ TBD
	\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute, and complete, the services in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages, and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in the Agreement.

5. CBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below:  
\_\_\_\_\_ %.

5.2 In performing services for this Work Authorization, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit C of this Work Authorization).

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

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. \_\_\_\_\_ : BROWARD COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

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

Insurance requirements  
Approved by Broward County  
Risk Management Division

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

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
Gavin Rynard (Date)  
Assistant County Attorney

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

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

Consultant

ATTEST:

[Insert Corporate Name]

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_  
President or Vice President

(SEAL)

\_\_\_\_\_  
(Print Name and Title)  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The following exhibits shall be incorporated into the Work Authorization:

- Exhibit A**      **Scope of Services for Work Authorization**
- Exhibit B**      **Payment Schedule for Work Authorization**
- Exhibit C**      **Letters of Intent for Work Authorization**

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

**EXHIBIT E**  
**Schedule of CBE Subconsultants**

**Project No:** PNC2119168P1  
**Project Title:** Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
**Prime Consultant:** Metric Engineering, Inc.

Firm Name and Address	Discipline
1. ADEPT Strategy & Public Relations 5300 Powerline Road, Suite 207 Fort Lauderdale, FL 33309 Contact: Julie Ruffolo PH: 954-496-2412	Public relations and Outreach
2. BMA Consulting Engineering 18503 Pines Blvd. Suite 210 Pembroke Pines, FL 33029 Contact: Jesus Mustafa PH: 954-744-4691 or 954-483-4786	Miscellaneous Structures, Signalization, Drainage Environmental/Permit Support
3. Compass Point Surveyors, PL 3710 Park Central Blvd N Pompano Beach, FL 33064 Contact: Benjamin Wiser PH: 727-919-3358	Land Surveying & Mapping
4. DULAND DESIGN LLC 811 E. Las Olas Blvd., Suite 4 Fort Lauderdale, FL 33301 Contact: Chang Du PH: 954-494-9367	Landscape Architecture
5. EBS Engineering, Inc. 4715 NW 157 <sup>th</sup> Street, Suite # 202 Miami, Florida 33014 Contact: Benjamin Essien PH: 305-625-5252	Roadway Design, Traffic Engineering Studies, Traffic Signal Timing, Intelligent Transportation Systems Analysis and Design, Intelligent Transportation Systems Implementation, Intelligent Transportation Traffic Signaling, Pavement Marking and Channelization, Signalization, and Roadway Construction Engineering & Inspection
6. F&J Engineering Group, Inc. 8761 N Lake Dasha Drive, Plantation, FL 33324 Contact: Francis Chin PH: 786-385-2372	Construction Engineering & Inspection

<p>7. Florida Engineering &amp; Testing, Inc. 250 SW 13th Avenue Pompano Beach, FL 33069 Contact: Christine Chang PH: 954-781-6889</p>	<p>Geotechnical Engineering &amp; Investigations, and Construction Materials Testing</p>
<p>8. HP Consultants, Inc. 10220 SW 107<sup>th</sup> Street Miami, FL 33176 Contact: Arvind Kumbhojkar PH: 305-775-4300</p>	<p>Geotechnical Engineering &amp; Investigations</p>
<p>9. Stoner &amp; Associates, Inc. 4341 SW 62 Ave Davie, FL 33314 Contact: Jim Stoner PH: 954-585-0997 or 954-444-9995</p>	<p>Land Surveying and Mapping</p>



Broward County Board of  
County Commissioners

PNC2119168P1



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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway and Civil Projects

Bidder/Offeror Name: Metric Engineering

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407-644-1898

CBE Firm/Supplier Name: ADEPT Public Relations, LLC

Address: 5300 Powerline Road, Suite 207 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Julle Ruffolo Phone: 954-769-1533

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Public Involvement/Outreach	541820	\$90,000.00	%
Document Preparation Services	561410		1.00 %
Admin and General Management	541611		%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: Managing Partner Date: 09/03/19

**Bidder/Offeror Authorized Representative**

Signature:  Title: Senior Vice President Date: 09/11/19

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

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

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

Rev.: June 2018

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Broward County Board of  
County Commissioners

PNC2119168P1



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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects

Bidder/Offeror Name: Metric Engineering, Inc.

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: (407) 644-1898

CBE Firm/Supplier Name: BMA Consulting Engineering, Inc.

Address: 18503 Pines Blvd. Suite 210 City: Pembroke Pines State: FL Zip: 33029

Authorized Representative: Jesus A. Mustafa, PE, Director Phone: (954) 744-4691

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Structures	541330	\$450,000.00	5.00 %
Signalization	541330		%
Drainage	541330		%

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

**CBE Firm/Supplier Authorized Representative**

Signature: Jesus A Mustafa Title: Director Date: 08/29/2019

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Senior Vice President Date: 09/11/2019

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

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

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

Rev.: June 2018

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Broward County Board of  
County Commissioners

PNC2119168P1



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

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

Solicitation No.: PNC 2119168 P1

Project Title: Broward County Continuing Services Contract

Bidder/Offeror Name: Metric Engineering, Inc.

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407-644-1898

CBE Firm/Supplier Name: Compass Point Surveyors, PL

Address: 3195 N. Powerline Road #112 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Benjamin Wisner Phone: 954-332-8181

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Survey Layout & AsBuilts	541370	\$180,000.00	2.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: Manager Date: 09/09/2019

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Senior Vice President Date: 09/11/2019

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

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

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

Rev.: June 2018

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County Commissioners

PNC2119168P1



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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects

Bidder/Offeror Name: Metric Engineering

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 4076441898

CBE Firm/Supplier Name: DULAND DESIGN LLC

Address: 811 E. Las Olas Blvd., Suite 4 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Chang Du Phone: 9548660066

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Landscape Architecture	541320, 541340	\$90,000.00	1.00 %
	541611, 541620		%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: PRINCIPAL Date: 2019.09.10

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Senior Vice President Date: 09/11/19

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

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

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

Rev.: June 2018

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County Commissioners

PNC2119168P1



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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects

Bidder/Offeror Name: Metric Engineering, Inc.

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407-644-1898

CBE Firm/Supplier Name: EBS Engineering, Inc.

Address: 1911 NW 150 Avenue, Suite 202 City: Pembroke Pines State: FL Zip: 33028

Authorized Representative: Benjamin S. Essien Phone: 305-336-0049

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Engineering Consulting	541330	\$270,000.00	3.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 08/28/2019

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Senior Vice President Date: 09/11/2019

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

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

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

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County Commissioners

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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects

Bidder/Offeror Name: Metric Engineering, Inc.

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407-644-1898

CBE Firm/Supplier Name: F&J Engineering Group, Inc.

Address: 8761 N Lake Dasha Drive City: Plantation State: FL Zip: 33324

Authorized Representative: Francis R. Chin Jr. Phone: 786-385-2372

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
CEI Inspection	541380	\$ 270,000.00	3.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 09/06/2019

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Senior Vice President Date: 09/11/2019

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

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

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County Commissioners

PNC2119168P1



**LETTER OF INTENT**  
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COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

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

Solicitation No.: PNC 2119168P1  
Project Title: Cont Civil Eng Air Traffic, Roadway & Civil Projects  
Bidder/Offeror Name: Metric Engineering, Inc  
Address: 525 Technology PK; #153 City: Lake Mary State: FL Zip: 32746  
Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407 644-1898

CBE Firm/Supplier Name: Florida Engineering & Testing, Inc  
Address: 250 SW 13th Avenue City: Pompano Beach State: FL Zip: 33069  
Authorized Representative: Christine Chang, SVP Phone: 954 781 6889

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
<u>CMT &amp; Geotech Engineering</u>	<u>541380</u>	<u>\$180,000.00</u>	<u>2.00</u> %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: SVP Date: 9/10/19

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Senior Vice President Date: 09/11/2019

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

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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects

Bidder/Offeror Name: Metric Engineering, Inc.

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407-644-1898

CBE Firm/Supplier Name: HP Consultants Inc.

Address: 4444 Inverrary Blvd. City: Lauderhill State: FL Zip: 33319

Authorized Representative: A. S. Kumbhojkar, Ph.D., P.E., F. ASCE Phone: 954-278-6388

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Geotechnical testing laboratories or services	541380	\$450,000.00	%
Traffic engineering consulting services	541330		5.00
Civil engineering consulting services	541330		%

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

**CBE Firm/Supplier Authorized Representative**

Signature: Arvind S Kumbhojkar Title: President Date: 09/04/2019

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Senior Vice President Date: 09/11/2019

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

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

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Rev.: June 2018

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Broward County Board of  
County Commissioners

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

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

Solicitation No.: PNC2119168P1

Project Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects

Bidder/Offeror Name: Metric Engineering, Inc.

Address: 525 Technology Park, Suite 153 City: Lake Mary State: FL Zip: 32746

Authorized Representative: Dale W. Cody, PE, PTOE Phone: 407-644-1898

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

Address: 4341 SW 62 Ave City: Davie State: FL Zip: 33314

Authorized Representative: James D. Stoner, PSM, President Phone: (954)585-0997

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Land Surveying	541370	\$270,000.00	3.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 09/04/2019

**Bidder/Offeror Authorized Representative**

Signature:  Title: Senior Vice President Date: 09/11/2019

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

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

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

Rev.: June 2018

Compliance Form No. 004

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

## EXHIBIT F Schedule of Subconsultants

**Project No:** PNC2119168P1  
**Project Title:** Continuing Engineering Services for Traffic, Roadway, and Civil Projects  
**Prime Consultant:** Metric Engineering, Inc.

Firm Name and Address	Discipline
1. Metric Engineering, Inc. 525 Technology Park, Suite 153 Lake Mary, FL 32746 Contact: Dale W. Cody, PE PTOE 407-644-1898	Roadway Design, Construction Engineering & Inspection, Drainage, Traffic/ITS Design, Lighting & Structural Design
2. ADEPT Strategy & Public Relations 5300 Powerline Road, Suite 207 Fort Lauderdale, FL 33309 Contact: Julie Ruffolo PH: 954-496-2412	Public relations and Outreach
3. BMA Consulting Engineering 18503 Pines Blvd. Suite 210 Pembroke Pines, FL 33029 Contact: Jesus Mustafa PH: 954-744-4691 or 954-483-4786	Miscellaneous Structures, Signalization, Drainage Environmental/Permit Support
4. Compass Point Surveyors, PL 3710 Park Central Blvd N Pompano Beach, FL 33064 Contact: Benjamin Wisner PH: 727-919-3358	Land Surveying & Mapping
5. DULAND DESIGN LLC 811 E. Las Olas Blvd., Suite 4 Fort Lauderdale, FL 33301 Contact: Chang Du PH: 954-494-9367	Landscape Architecture
6. EBS Engineering, Inc. 4715 NW 157 <sup>th</sup> Street, Suite # 202 Miami, Florida 33014 Contact: Benjamin Essien PH: 305-625-5252	Roadway Design, Traffic Engineering Studies, Traffic Signal Timing, Intelligent Transportation Systems Analysis and Design, Intelligent Transportation Systems Implementation, Intelligent Transportation Traffic Signaling, Pavement Marking and Channelization, Signalization, and Roadway Construction Engineering & Inspection

<p>7. F&amp;J Engineering Group, Inc. 8761 N Lake Dasha Drive, Plantation, FL 33324 Contact: Francis Chin PH: 786-385-2372</p>	<p>Construction Engineering &amp; Inspection</p>
<p>8. Florida Engineering &amp; Testing, Inc. 250 SW 13th Avenue Pompano Beach, FL 33069 Contact: Christine Chang PH: 954-781-6889</p>	<p>Geotechnical Engineering &amp; Investigations, and Construction Materials Testing</p>
<p>9. HP Consultants, Inc. 10220 SW 107<sup>th</sup> Street Miami, FL 33176 Contact: Arvind Kumbhojkar PH: 305-775-4300</p>	<p>Geotechnical Engineering &amp; Investigations</p>
<p>10. Iteris, Inc. 1907 N US 301, Ste 120 Tampa, FL 33619 Contact: Brian Gerken PH: 813-846-5411</p>	<p>Traffic Engineering Studies, Traffic Signal Timing, Intelligent Transportation Systems Analysis and Design, Intelligent Transportation Systems, Implementation, Intelligent Transportation Traffic Engineering Systems Communications, Intelligent Transportation System Software Development</p>
<p>11. KEITH and Associates, Inc 301 E Atlantic Blvd Pompano Beach, FL 33060 Contact: Alex Lazowick PH: 954-304-1407</p>	<p>Traffic, Roadway, Civil, Survey, Subsurface Underground Utility Engineering, and Utility Coordination</p>
<p>12. SEARCH 2028 Harrison St., Ste. 204 Hollywood, FL 33020 Contact: Beth Chambless PH: 850-368-4007</p>	<p>Archaeological/Historical Investigations</p>
<p>13. Stoner &amp; Associates, Inc. 4341 SW 62 Ave Davie, FL 33314 Contact: Jim Stoner PH: 954-585-0997 or 954-444-9995</p>	<p>Land Surveying and Mapping</p>
<p>14. Tierra South Florida, Inc. 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 Contact: Raj (Kumar) Vedula PH: 561-719-6902</p>	<p>Geotechnical Engineering &amp; Investigations, Material Testing, and Construction Engineering &amp; Inspection Services</p>

<p>15. TranSystems Corporation d/b/a TranSystems Corporation Consultants 3230 West Commercial Blvd., Suite 450 Fort Lauderdale, FL 33309 Contact: Alan Klevens PH: 954-552-2720</p>	<p>Bridge Design, Bridge Inspection, Roadway Design, Bridge Construction Engineering &amp; Inspection Services</p>
<p>16. WGI, Inc 2035 Vista Parkway West Palm Beach, FL 33411 Contact: Manny Then PH: 561-654-5651</p>	<p>Planning, Survey, Engineering, Subsurface Utility Engineering, Roadway, Design, Structures, Geographical Information Systems</p>