



**AGREEMENT BETWEEN BROWARD COUNTY AND THOMPSON & ASSOCIATES, INC., CIVIL
ENGINEERING D/B/A THOMPSON AND ASSOCIATES
FOR CONSULTANT ENGINEERING SERVICES FOR NORTH COUNTY RECLAIMED WATER SYSTEM
EXPANSION
(RFP # PNC2118897P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Thompson & Associates, Inc., Civil Engineering d/b/a Thompson and Associates, a State of Florida corporation (“Consultant”) (collectively referred to as the “Parties”).

RECITALS

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

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

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

1.4 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of the Section 1-81, Broward County Code of Ordinances.

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

1.6 **Project** means the reclaimed water distribution system expansion in the City of Lighthouse Point (which is comprised of Broward County Water and Wastewater Services’ existing potable water customers in UAZs 205, 206, 207, 208, 209, 210, and 211), including storage and pumping facilities as needed.

1.7 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.8 **Services** consists of the work and phases set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project.

1.9 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

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

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultant Participation
Exhibit F	CBE Subconsultant Schedule and Letters of Intent

ARTICLE 3. SCOPE OF SERVICES

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

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. 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 the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of Project; notwithstanding the foregoing, County shall have the right to terminate

negotiations at any time at no cost to County and procure services for other Project phases from any other source.

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

**ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES**

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

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

4.3 In the event Consultant is unable to complete Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4 In the event (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim 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.

4.6 In the event Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by County. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

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

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

5.1.2 Lump Sum Compensation. For Tasks 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 identified in Exhibit A as payable on a "Lump Sum" basis ("Basic Services"), compensation to Consultant shall be not more than a total lump sum of Three Million Forty Thousand Twenty-Seven and 14/100 Dollars (\$3,040,027.14).

5.1.3 Optional Services. County may procure Optional Services (Task 11 identified in Exhibit A) up to a maximum not-to-exceed amount of Sixty Thousand Dollars (\$60,000.00) pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of Three Hundred Forty-One Thousand Three Hundred Eighty-Five Dollars (\$341,385.00). Unused amounts of those monies shall be retained by County.

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

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

5.1.7 Phased Payments. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

Project Phase	Fee %	Phase Amount
Phase I: Hydraulic Modeling and Preliminary Engineering Report	49.3%	\$1,498,801.74
Phase II: Engineering Design	46.2%	\$1,405,419.60
Phase III: Permitting	1.7%	\$51,248.60
Phase IV: Bidding Assistance	2.8%	\$84,557.20
Total Basic Services Fee	100%	\$3,040,027.14

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

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

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

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

5.2.4 The total hours payable by County for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 5.2. In the event a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6 As of the Effective Date, the maximum hourly rates shown on Exhibit B of the Agreement are subject to change annually beginning January 1, 2021, and for each calendar year thereafter, upon Consultant’s written request to the Contract Administrator issued at least thirty (30) days before January 1st of the applicable calendar year, and subject to approval by the Contract Administrator. Any change in these hourly rates will be limited to the lesser of the changes in cost of living or three percent (3%). The change in the cost of living will be based on the CPI and will 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 contract anniversary date. 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 CUURS35BSA0) for the areas of Miami-Fort Lauderdale-West Palm Beach, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there will not be any change in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by the Contract Administrator and Consultant.

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

5.4 Method of Billing.

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

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

5.5 Method of Payment.

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

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the

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

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

5.5.4 Payment will be made to Consultant at the following address: Thompson & Associates, Inc., Civil Engineering 412 SE 18th Street, Fort Lauderdale, FL 33316.

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

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

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

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

6.2 To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and County pursuant to this section, 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 5. A Work Authorization for Optional Services shall specify the method of

compensation applicable to that Work Authorization and the required completion date for those additional services.

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

6.4 In the event 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 7. REPRESENTATIONS AND WARRANTIES

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

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

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 8. TERMINATION

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

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

8.2.1 Consultant's failure to suitably 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;

8.2.2 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;

8.2.3 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

8.2.4 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.

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

8.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges 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.

8.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until Consultant has provided all documents required to be provided to County.

ARTICLE 9. INSURANCE

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

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

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

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall

concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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

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

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

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

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

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 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.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for Thirty-Nine percent (39%) of total Services under this Agreement (the "Commitment").

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

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by

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

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

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

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

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

10.10 The presence of a “pay when paid” provision in a Consultant’s contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. 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 act on behalf of County under this Agreement, and all Parties may rely upon instructions or determinations made by the Contract Administrator provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant’s representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Consultant in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Consultant and its agents; in the event 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).

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

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

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

11.4.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – 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. In the event that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes 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) 831-0741, BGARRETT-BAILEY@BROWARD.ORG, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069.

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

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

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide County with reasonable access to Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

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

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

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

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.

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

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

11.10 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 Water Wastewater Services

Water Wastewater Engineering Division
Attn: Director, Contract Administrator
2555 West Copans Road
Pompano Beach, FL 33069
Email address: gbalicki@broward.org

FOR CONSULTANT:

Thompson & Associates, Inc., Civil Engineering d/b/a Thompson and Associates
Attn: Darren L. Badore, Vice President
412 SE 18th Street
Fort Lauderdale, FL 33316
Email address: darren@thompson-inc.com

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

11.12 **Consultant's Staff.** Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

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

11.14 **Independent Contractor.** Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of County, except as authorized by the

Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

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

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

11.18 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which 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. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.19 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of

this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

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

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

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

11.23 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

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

11.25 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part,

prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.26 Payable Interest.

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

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

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

11.28 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.

(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 THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING d/b/a THOMPSON AND ASSOCIATES, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 2020

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: Colleen Pounall
Name: Colleen Pounall
Title: Asst. Risk Manager

By: _____ (Date)
Assistant County Attorney

By: Michael J. Kerr 3/24/2020
Michael J. Kerr (Date)
Deputy County Attorney

KMB
03/17/2020

AGREEMENT BETWEEN BROWARD COUNTY AND THOMPSON & ASSOCIATES, INC., CIVIL
ENGINEERING d/b/a THOMPSON AND ASSOCIATES
FOR CONSULTANT ENGINEERING SERVICES FOR NORTH COUNTY RECLAIMED WATER SYSTEM
EXPANSION (RFP #PNC2118897P1)

Consultant

ATTEST:

Thompson & Associates, Inc., Civil
Engineering d/b/a Thompson and
Associates

WITNESSES:



Signature

Noel Rodriguez, PE

Print/Type Name



Signature

George Krawczyk, PE

Print/Type Name

By 

President/Vice President

James F. Thompson, PE, President

Print/Type Name

20 day of March, 2020.

EXHIBIT A
Scope of Services
FOR
CONSULTANT ENGINEERING SERVICES FOR
NORTH COUNTY RECLAIMED WATER SYSTEM EXPANSION

Consultant: Thompson & Associates, Inc., Civil Engineering d/b/a Thompson and Associates (T&A Project No. 19012)

BCWWS Project No: 105651

RFQ No: PNC2118897P1

1 PROJECT DESCRIPTION

- 1.1 **Description:** The **Project** includes the design, permitting, bidding and award, and engineering services during construction necessary for the expansion of the County's reclaimed water distribution system. The anticipated major improvements include, but are not limited to, one hundred ninety-five thousand linear feet (195,000') of reclaimed water main including, service connections, restoration of pavement and other features, and re-sodding of grassed areas. All improvements shall adhere to applicable standards and building codes. Improvements may include those identified by **Consultant** during detailed scope development and the preliminary design.
- 1.2 **The Purpose of Design Development, Permitting and Contract Documents:** **Consultant** shall provide a full range of services in all engineering disciplines necessary to provide a complete design of the **Project**, prepare related engineering reports, procure permits, prepare construction contract documents, and provide engineering services during construction. Services must include, but are not limited to, preliminary route analysis, site investigations, surveying, hydraulic analysis, coordination with other utilities, coordination with municipalities, coordination and negotiation with regulatory agencies, coordination with the public, preparation of design reports, preparation of drawings and contract technical specifications, permitting, assistance during the procurement phase, and engineering services during construction.
- 1.3 The Scope of Work is deliberately phased with planned amendments for future subsequent phases. For example, Design and Permitting of the Booster Pump Station and Storage Tank and Phase III - Engineering Services During Construction. **Consultant**

shall prepare three (3) bid packages for the construction of these improvements.

1.4 **Time of Performance:** **Consultant** shall deliver complete Final Design and Contract Documents 1,640 calendar days (4-1/2 years) after the **Notice to Proceed** is issued by **Contract Administrator**.

1.5 **The Purpose of Bidding and Award:** To solicit for and select construction contractors so that construction of **Project** may begin in a timely manner.

Automation: When requested, **Consultant** shall provide work products in an electronic format compatible with Broward County software standards, which include:

- Spreadsheets: Excel
- Schedules, Work Breakdown Structure: Microsoft Project 2016 for Windows
- Text: Microsoft Word
- Large database: dBase (Release 5.0) for Windows
- Design drawings: flat image file “.tif” format
- Design drawings: Adobe file “.pdf” format.
- Design Drawings: AutoCAD Civil 3D
- Project Record Drawings: AutoCAD Civil 3D
- INFOWATER data files

2 PHASE I SERVICES – HYDRAULIC MODELING AND PRELIMINARY ENGINEERING REPORT (PER)

2.1 **Purpose of Hydraulic Modeling and Preliminary Engineering Report Phase:** **Consultant** shall prepare a preliminary engineering report which shall include a hydraulic model and conceptual schematic design for the new reclaimed water distribution system. Activities shall include hydraulic modeling, survey and evaluation of existing conditions, review of preliminary design criteria, phasing recommendations, preparation of preliminary design level opinion of construction cost, preparation and submittal of a draft and final schematic design and report, and coordination and review with **County**.

2.2 **Kick-off Meeting / Design Preference Review:** The **Consultant** shall prepare for and participate in a **Project** kick-off meeting with **County** within fourteen (14) calendar days of the Notice to Proceed effective date. The primary purpose of the meeting shall include the following:

- Establish appropriate contacts for each major **Project** component (hydraulic modeling, tank/pump station design, pipeline design, permitting, construction)
- Review the objectives of the **Project**

- Determine the location and availability of data related to the **Project**
- Discuss a conceptual-level **Project** schedule
- Review construction budget
- Review **Project** phasing requirements
- Discuss hydraulic modeling criteria
- Discuss design criteria and preferences
- Discuss equipment preferences
- Discuss any SCADA requirements for Pompano Oasis (e.g. remote tank monitoring)
- Discuss any SCADA requirements for **County** remote monitoring/control

Consultant shall prepare a tabular summary of assumed design criteria (if available, otherwise noted as “to be determined”) for review and verification with the **County** during the kickoff meeting. Design criteria shall include the following:

- Allowable hours of irrigation
- Number of irrigation zones
- Maximum flow per household connection
- Peak hour demand factor
- Minimum tank fill time
- Redundancy requirements
- Minimum hours of onsite reclaimed water storage
- Future potential growth areas, including potential reclaimed water requirements
- Initial connection to storage tank (from Pompano OASIS)
 - Oasis pump data (i.e. pump curve, pump operations log, flow and pressure readings)
 - Oasis piping connections
 - Current demands of existing system (billing records)
- Future connection to storage tank (from onsite treatment off NRWTP SE pipeline)

Consultant shall prepare the minutes for the kick-off meeting and shall include the updated design criteria table in an electronic submission to the **County**. **County** shall review minutes within two weeks and provide comments to the **Consultant**. **Consultant** shall update the minutes and resubmit electronically.

2.3 **Hydraulic Modeling:** Utilizing the criteria developed in Subparagraph 2.2 above, **Consultant** shall develop the hydraulic model of the **Project** and the existing reclaimed water system in Pompano Beach Highlands using Innovyze InfoWater software. The model shall be based on the **County's** updated GIS layers and available record drawings for the existing reclaimed water system. The purpose of the model runs is to develop the basis of design for the **Project** and analyze the sizing for pumping and storage. **Consultant** shall validate the InfoWater Hydraulic Model to the extent possible with existing facilities. **Consultant** shall document current operation of the Oasis pumps by performing a site visit to witness operations.

The InfoWater Hydraulic Model shall include the connection to the City of Pompano Beach Oasis facility to verify that the Oasis facility can provide adequate pumping to fill the tank within the minimum tank fill time. **Consultant** shall verify the InfoWater Hydraulic Model using available historical data for flows and pressures and the pressure data collected during Subtask 2.3.2 below. **Consultant** shall also field verify the model inputs including pump curves for Oasis pumps, as-builts for pump discharge pipeline, etc. The InfoWater Hydraulic Model shall include an option for an alternative point of connection to an effluent line from an onsite treatment facility that treats flow from the North Regional Wastewater Treatment Plant.

2.3.1 **Historical Data and Existing Infrastructure Information.** **County** shall provide (or assist the **Consultant** in the data collection process when the data item is related to infrastructure owned or operated by the City of Pompano Beach) the following information: hydraulic model for the City of Pompano's Reuse Water Distribution System, SCADA data, GIS records, as-built drawings, historical customer billing records, location of irrigation meters, pump operation logs, etc. in an easily usable format (i.e. Microsoft Excel preferred). **Consultant** shall present a list of the required data during the Kick-off meeting. After the receipt of this information, **Consultant** shall analyze and summarize the data. Results from this analysis shall be used in the development of the Design Criteria and presented in a PowerPoint presentation to be discussed with the **County**. This information shall also be summarized in the Hydraulic Modeling Technical Memorandum.

2.3.2 **Field Data Collection.** **Consultant**, with the assistance of **County** staff, shall conduct field testing by carrying out pressure measurements at strategic locations along the distribution network for model calibration. **Consultant** shall develop a field-testing plan to identify: The location and number of pressure monitoring locations and the time periods and time steps of the system pressure monitoring data collections. **Consultant** shall provide five (5) Telogger digital pressure recorders to be installed at pre-planned locations to monitor diurnal variations in water pressure at key locations throughout the **County's** service area. Teloggers shall be deployed for eight (8) or more consecutive days in three (3) sequences. After each deployment sequence the Teloggers shall be moved to the next set of locations **Consultant** shall incorporate in the testing plan any additional Teloggers that the **County** can provide

for the **Project**. **County** staff shall install and relocate the recorders in accordance with the location and sampling schedule provided by the **Consultant**. **Consultant** shall download and summarize the collected data to be used during the model development activities.

The InfoWater Hydraulic Model shall also include the proposed distribution system located after the proposed reclaimed water tank/pump station (to be located at 4801 N. Federal Highway, Pompano Beach, FL 33064) and continue through the residential distribution network to be designed under this **Project** and shall also include the residential distribution system previously constructed to the northwest of the pump station. The InfoWater Hydraulic Model shall also include an option of bypassing the tank and pump station and utilizing the pumps at Oasis to pump directly into the reclaimed water distribution system. This bypass option shall assume the current reclaimed water connection as well as a reclaimed water connection to the north are utilized.

Consultant shall set up an extended period simulation (EPS) to simulate the performance of the system during a day that shall be selected from the historical record. Results from model runs (flows and pressures) shall be compared against the recorded parameters. The hydraulic model parameters and simulations shall include the following:

- Minimum delivery pressure requirements;
- Maximum pipe velocity;
- Design criteria, such as minimum pipe diameter, required pump head;
- **Consultant** determined system demands, peak hour demand factors, and diurnal operational patterns;
- Simulations for existing and build-out conditions; and
- Simulations to determine pumping and storage requirements for system operation.

Results of the InfoWater Hydraulic Model shall be used to size the structures included in the Preliminary Engineering Report. This is an iterative process where the performance of the **Project** configuration being analyzed shall be evaluated in the model. **Project** configuration shall depend on the conceptual site plan.

Consultant shall prepare a Technical Memorandum (TM or Hydraulic Model Technical Memorandum) summarizing the methodology and results of the hydraulic model and simulations. **Consultant** shall submit the TM electronically to the **County**. **Consultant** and **County** shall meet to review the TM. **Consultant** shall revise the TM based on **County's** review comments and reissue electronically.

2.3.3 **Conceptual Sizing and Site Plan Preparation:** **Consultant** shall conceptually size the storage tank and the pump station based on the hydraulic modelling results. **Consultant** shall develop a conceptual site plan for the site to document the proposed location of the tank and pump station as well as connecting pipeline. **Consultant** shall also preliminarily size and develop a conceptual footprint for the potential addition of future filtration facilities to reserve adequate site requirements.

Consultant shall prepare the conceptual site plan based on the conceptual sizing. **Consultant** shall submit the site plan electronically to the **County**. **Consultant** shall meet with **County** to review the site plan and considerations for future site usage. **Consultant** shall revise based on **County** input and resubmit electronically to the **County**.

2.3.4 **Electrical Site Investigations/FPL Coordination:** **Consultant** shall review the electrical requirements for the pump station and related site. **Consultant** shall meet with Florida Power and Light (FPL) to determine FPL feed requirements. **Consultant** shall submit a summary memo documenting the FPL primary service (and secondary service, if available) including costs as provided by FPL. **Consultant** shall submit memo electronically to the **County**.

2.4 **Basis of Design:** **Consultant** shall conduct a site visit to understand the conditions of the **Project** and prepare a Preliminary Engineering Report, which includes preliminary schematic design. Activities shall include, but not be limited to, survey and evaluation of existing conditions, review of preliminary design criteria, construction phasing recommendations, preparation of preliminary schematic design, preparation of preliminary design level opinion of construction cost, and preparation and submittal to **County** of a Draft and Final Preliminary Engineering Report. **Consultant** shall prepare and submit eight (8) hard copies and one (1) electronic copy of the Draft Preliminary Engineering Report to **County**. **County** shall review the draft submittal and be prepared to meet with **Consultant** to discuss **County**'s comments within thirty (30) calendar days of delivery of the Draft Preliminary Engineering Report to **County**. **Consultant** shall schedule a meeting with **County** to review the Preliminary Engineering Report and discuss any comments and questions from **County**. Following the review meeting and receipt of **County** comments, **Consultant** shall proceed with completion of the Preliminary Design Report, addressing **County** comments and questions. **Consultant** shall submit eight (8) hard copies and one (1) electronic copy of the Final Preliminary Engineering Report to Project Manager. The Preliminary Engineering Report contents shall include, but not be limited to, the following:

2.4.1 Determination of connection point(s) and the required amount of reclaimed water needed to serve the **Project**;

2.4.2 Analysis of system demands and seasonal demands;

2.4.3 Evaluation of existing agreements and constraints;

- 2.4.4 Discussion of the proposed preliminary design for each major component, including design criteria, material selections, recommended manufacturers, and specific recommended design features;
 - 2.4.5 Preliminary site layout and schematic drawings showing the approximate locations of the proposed system, roadways, and other major improvements;
 - 2.4.6 Overview of operational and maintenance requirements for the storage tank and pump station facility, including staffing requirements and estimated chemical and electrical costs.
 - 2.4.7 Discussion of any route and connection issues, and proposed improvements necessary to address such issues;
 - 2.4.8 Evaluation of pipe installation options such as open trench, horizontal directional drill (HDD), jack and bore, and other trenchless methods;
 - 2.4.9 Evaluation of canal crossings within the **Project**;
 - 2.4.10 Discussion outlining the design criteria for the proposed **Project**. The description shall include applicable design standards and building codes, design loads, descriptions and properties of the building materials, the type of construction, soil foundation design parameters, existing site conditions, constructability, and preliminary structural layouts of the proposed structures;
 - 2.4.11 Discussion of regulatory issues, reclaimed water main permits, and all other operational and construction permits necessary to implement the **Project**;
 - 2.4.12 Discussion of restoration requirements, regulatory jurisdiction, regulatory issues, and proposed improvements to address the issues;
 - 2.4.13 Discussion of design and construction phasing recommendations;
 - 2.4.14 Discussion on system maintenance such as strategic locations for system flushing and other maintenance activities;
 - 2.4.15 Preliminary opinion of construction costs for the proposed improvements;
 - 2.4.16 **Project** schedule; and
 - 2.4.17 Preliminary list of construction drawings and **Project** manual table of contents.
- 2.5 **Consultant** shall perform the following tasks for Phase I:
- Task 1** **Preliminary Investigation**
Consultant shall provide the required observations and evaluation to determine the extent of the facilities to be installed. This task shall

include, but not limited to, the following:

- Task 1.1 Determination of assumed reclaimed water usage for the parcels in the **Project** area (**County** to provide water billing information).
- Task 1.2 Determination of route for the installation of the reclaimed water distribution system.
- Task 1.3 Evaluation of pipe installation options, such as open-cut, horizontal direction drill (HDD), micro-tunnel and jack and bore for the connection of proposed reclaimed water main to the existing system.
- Task 1.4 Evaluation of canal crossing options, i.e. subaqueous or aerial.
- Task 1.5 Complete an Environmental Phase I Assessment for the County Property located at 4801 N. Federal Highway, Pompano Beach, FL 33064.
- Task 1.6 Determination of restoration requirements related to the proposed reclaimed water distribution system improvements.
- Task 1.7 Evaluation of pipe material options for the reclaimed water main connection. Installation method and pipe location may require alternative materials.
- Task 1.8 Review geotechnical report to determine soil conditions and roadway restoration requirements.
- Task 1.9 Utility designation and coordination with existing utility agencies to compile location (horizontally and vertically) of existing facilities aboveground and underground within the **Project** limits and obtain utility as-built.
- Task 1.10 Preparation of Preliminary Engineering Report in draft and final format.

Task 2 **Project Management - Meetings and Coordination**

Consultant shall attend meetings for review and scheduling as required to include:

- Task 2.1 Meetings requested by **Contract Administrator** to discuss and update **Project** progress, schedule, environmental issues and status.
- Task 2.2 Meetings with other government agencies as requested by **Contract Administrator**.

- Task 2.3 Conduct **Project** site inspection with regulatory agencies.
- Task 2.4 Coordinate with regulatory agencies to determine permit requirements.

Task 3 **Survey - Existing Conditions and Horizontal Control Plans**

Consultant shall provide the required office and field services to obtain the field surveyed information. All Elevations shall be relative to North American Vertical Datum of 1988 (NAVD88) and based on either National Geodetic Survey or FDOT Benchmarks. The surveying scope of services for this task shall include the following:

- Task 3.1 Survey location of all above ground and visible improvements within the **Project** right-of-way limits and the **County** owned property located at 4801 N. Federal Highway, Pompano Beach, FL 33064, including but not limited to valves, pipe inverts, pipe size, pipe materials, pipe direction, bottom of structures, clean-out rim and invert elevation information for all existing sanitary sewer gravity systems and drainage systems. Establish a Baseline along the entire Route for future reference.
- Task 3.2 Record the location of all utility designations and locates, vacuum test holes and geotechnical borings.
- Task 3.3 Measure cross-sections of right-of-way, obtained to 5 feet beyond Right-of-Way into private properties and 100 feet beyond **Project** boundary for adjacent rights-of-way at 50-foot intervals.
- Task 3.4 Survey locations of existing trees and landscape features.
- Task 3.5 Create Horizontal Control Plan. Utilize the Field Survey, Sectional information and recorded Subdivisions to build a base map land boundaries and rights-of-way relative to the projection: State Plane, Florida East Zone, NAD 83(90) HARN, US Survey Feet.
- Task 3.6 Complete a bathymetric survey of canal crossings 100' either side of bridge centerline at 20' intervals.
- Task 3.7 Conduct a benthic survey as required for all canal crossings.
- Task 3.8 Conduct internal quality assurance procedures for review of Existing Conditions and Horizontal Control Plans.

Consultant shall show the location of existing utilities on design drawings based on accuracy of evidence obtained. However, **Consultant** cannot guarantee that all utilities shall be located; **Consultant** shall verify utility locations identified by utility companies.

Task 4 Hydraulic Modeling

Task 4.1 Project Kickoff Meeting and Design Criteria Definition

Consultant shall prepare for and participate in a project kick-off meeting with **County** within fourteen (14) calendar days of the Notice to Proceed effective date. The meeting agenda shall include the following:

- 4.1.1. Establish appropriate contacts for each major project component (hydraulic modelling, tank/pump station design, pipeline design, permitting, construction).
- 4.1.2. Review the objectives of the **Project**.
- 4.1.3. Determine the location and availability of data related to the **Project**.
- 4.1.4. Discuss a conceptual-level **Project** schedule.
- 4.1.5. Review construction budget.
- 4.1.6. Review **Project** phasing requirements.
- 4.1.7. Discuss hydraulic modeling criteria.
- 4.1.8. Discuss design criteria and preferences.
- 4.1.9. Discuss equipment preferences.
- 4.1.10. Discuss SCADA requirements for Pompano Beach Oasis (e.g. remote tank monitoring).
- 4.1.11. Discuss SCADA requirements for **County** remote monitoring/control.
- 4.1.12. **Consultant** shall prepare a tabular summary of assumed and available design criteria for review and verification with the **County** during the kickoff meeting. Design criteria that is known shall be included in the table and design criteria that shall be determined during hydraulic modeling shall be marked "TBD." The table of design criteria for discussion shall include the following:
 - Available reclaimed water from OASIS (presently 1.0 mgd; may increase to 1.5 mgd)
 - Allowable hours of irrigation by customers
 - Minimum pressure at customer meter, enough to activate a typical residential sprinkler head
 - Number of residential irrigation zones
 - Maximum flow per household connection

- Peak hour demand factor
- Minimum tank fill time
- Redundancy requirements
- Minimum hours of onsite reclaimed water storage
- Future potential growth areas, including potential reclaimed water requirements
- Initial connection to storage tank (from Pompano OASIS)
 - Oasis pump data (i.e. pump curve, pump operations log, flow and pressure readings)
 - Oasis piping connections
 - Current demands of existing system (billing records)
- Future connection to storage tank (from onsite treatment off NRWTP SE pipeline)

Consultant shall prepare the minutes for the kick-off meeting and shall include the updated design criteria table in an electronic submission to the **County**. **County** shall review minutes within two (2) weeks and provide comments to the **Consultant**. **Consultant** shall update the minutes and resubmit electronically.

Task 4.2 Hydraulic Model:

Utilizing the criteria developed under Subtask 4.1, **Consultant** shall develop the hydraulic model of the **Project** and the existing reclaimed water system in Pompano Beach Highlands using Innowyze InfoWater software. The model shall be based on the **County's** updated GIS layers and available record drawings for the existing reclaimed water system. The purpose of the model runs is to develop the basis of design for the **Project** and size the pumping and storage.

Task 4.2.1 Historical Data – **County** shall provide (or assist the **Consultant** in the data collection process when the data item is related to infrastructure owned or operated by the City of Pompano Beach) the following information: hydraulic model for the City of Pompano's Reuse Water Distribution System, SCADA data, GIS records, as-built drawings, historical customer billing records, location of irrigation meters, pump operation logs, etc. in an easily

usable format (i.e. Microsoft Excel preferred). After the receipt of this information, **Consultant** shall analyze and summarize the data. Results from this analysis shall be used in the update of the Design Criteria table. This information shall also be summarized in the Hydraulic Modeling Technical Memorandum described under Task 4.2.4.

Task 4.2.2 Field Data Collection – **Consultant**, with the assistance of **County** staff, shall conduct field testing by carrying out pressure measurements at strategic locations along the distribution network for model calibration. **Consultant** shall develop a field-testing plan to identify:

- The location and number of pressure monitoring locations.
- The time periods and time steps of the system pressure monitoring data collections.

Consultant shall provide five (5) Telogger digital pressure recorders to be installed at pre-planned locations to monitor diurnal variations in water pressure at key locations throughout the **County** 's service area. Teloggers shall be deployed for eight (8) or more consecutive days in three (3) sequences. After each deployment sequence the Teloggers shall be moved to the next set of locations, **Consultant** shall incorporate in the testing plan any additional Teloggers that the **County** can provide for the **Project**. **County** staff shall install and relocate the recorders in accordance with the location and sampling schedule provided by the **Consultant**. **Consultant** shall download and summarize the collected data to be used during the model development.

After reviewing the collected information, **Consultant** shall update the tabular summary of assumed design criteria for review and verification with the **County** during a Design Criteria Review meeting.

Task 4.2.3 Hydraulic Model Runs

The InfoWater Hydraulic Model shall include the connection to the City of Pompano Beach Oasis facility to verify that the Oasis facility can provide adequate pumping to fill the tank within the minimum tank fill time. **Consultant** shall verify the InfoWater Hydraulic Model using

available historical data for flows and pressures and the pressure data collected by the **County**. **Consultant** shall also field verify the model inputs including pump curves for Oasis pumps, as-builts for pump discharge pipeline, etc. The InfoWater Hydraulic Model shall include an option for an alternative point of connection to an effluent line from an onsite treatment facility that treats flow from the North Regional Wastewater Treatment Plant.

The InfoWater Hydraulic Model shall also include the proposed distribution system located after the proposed reclaimed water tank and continue through the residential distribution network to be designed under this **Project** and shall also include the residential distribution system previously constructed to the north of the pump station. The InfoWater Hydraulic Model shall also include an option of bypassing the tank and pump station and utilizing the pumps at Oasis to pump directly into the reclaimed water distribution system. This bypass option shall assume the current reclaimed water connection as well as a reclaimed water connection to the north are utilized.

Consultant shall set up an extended period simulation (EPS) to simulate the performance of the system during a day that shall be selected from the historical record. Results from model runs (flows and pressures) shall be compared against the recorded parameters. The hydraulic model parameters and simulations shall include the following:

- Minimum delivery pressure requirements;
- Maximum pipe velocity;
- Design criteria, such as minimum pipe diameter, required pump head;
- **Consultant** determined system demands, peak hour demand factors, and diurnal operational patterns;
- Simulations for existing and build-out conditions; and
- Simulations to determine pumping and storage requirements for system operation.

The hydraulic model shall be based on the existing agreement with Pompano Beach relative to available reclaimed water (1 mgd at 50 psi presently). Should the agreement be revised prior to initiating the modelling, the assumptions shall be updated. Results of the Hydraulic Model shall be used to size the structures included in the site plan TM. This is an iterative process where the performance of the **Project** configuration being analyzed shall be evaluated in the model. **Project** configuration shall depend on the conceptual site plan.

Task 4.2.4 **Consultant** shall prepare a Technical Memorandum (TM) summarizing the methodology and results of the hydraulic model and simulations. **Consultant** shall submit the TM electronically to the **County**. **Consultant** and **County** shall meet to review the TM. **Consultant** shall revise the TM based on **County's** review comments and reissue electronically. The hydraulic model TM shall be incorporated into the PER as an appendix.

Task 4.3 Conceptual Sizing and Site Plan Preparation:

Consultant shall conceptually size the storage tank and the pump station based on the hydraulic modelling results. **Consultant** shall develop a conceptual site plan for the site to document the proposed location of the tank and pump station as well as connecting pipeline. **Consultant** shall also preliminarily size and develop a conceptual footprint for the potential addition of future filtration facilities to reserve adequate site requirements.

Task 4.3.1 **Consultant** shall prepare the conceptual site plan based on the conceptual sizing. **Consultant** shall also develop the conceptual capital cost associated with the storage tank, pumps, and associated on-site facilities. **Consultant** shall summarize the anticipated operational and maintenance costs, including staffing requirements. **Consultant** shall prepare a summary TM to describe the site plan and associated estimated costs. **Consultant** shall submit the TM electronically to the **County**. **Consultant** shall meet with **County** to review the TM and considerations for future site usage. **Consultant** shall revise the TM based on **County** input and resubmit electronically to the **County**. The site plan TM shall be incorporated into the PER as an appendix.

Task 4.3.2 **Consultant** shall prepare the site planning documentation for submission to the Development Review Committee (DRC) at the Pompano Beach Building Department. Documentation shall include the survey, the site plan, zoning, and the preliminary landscaping drawings. **Consultant** shall also prepare two renderings of the tank and pump station. **Consultant** shall submit to the DRC and attend up to two meetings with the DRC. **Consultant** shall review DRC recommendations with the **County** and revise drawings to incorporate DRC recommendations between the first and second meeting. The DRC approved site plan shall serve as the basis for detailed design.

Task 4.3.3 **Consultant** shall review the electrical requirements for the pump station and related site. **Consultant** shall meet with Florida Power and Light (FPL) to determine FPL feed requirements. **Consultant** shall submit a summary memo documenting the FPL primary service (and secondary service, if available) including costs as provided by FPL. **Consultant** shall submit memo electronically to the County. The FPL memo shall be incorporated into the PER as an appendix.

3 PHASE II SERVICES – ENGINEERING DESIGN

- 3.1 **Purpose of Design and Permitting Phase:** To prepare final design based on the schematic design and report and contract documents for a complete and functional **Project** that are approved by permitting agencies under regulations in effect as of the date of the Notice-to-Proceed; and submit construction documents following the typical 50%, 90% and 100% submittal schedule for all required disciplines which shall include **County** review and comment. The **Consultant** is responsible for preparing the contract documents, with input from **Contract Administrator** on Owner preference items.
- 3.2 **Contract Form:** **Consultant** shall be provided with **County's** Standard Form Construction Contract so **Consultant** can prepare the contract documents. Maximum use of unit pricing in bid forms is preferred.
- 3.3 **CAD Format:** All construction contract drawings shall be prepared on a computer aided drafting system. It is anticipated that **Consultant** shall utilize a survey in preparing base maps for this **Project**. At the end of final design, **Consultant** shall deliver the electronic version of the drawing in file formats compatible with **County's** system (AutoCAD "dwg", Adobe "pdf", flat image file "tif" format).
- 3.4 **Project Schedule:** Within fifteen (15) working days of receipt of first **Notice to Proceed**, **Consultant** shall provide to the **Contract Administrator** for approval, a conceptual schedule for completing the authorized scope of work. The activities shall

be the basis for measuring progress. Appropriate milestones shall be identified. In addition to the paper reports, the schedules and updates shall be submitted in electronic format.

- 3.5 **Quality Assurance/Quality Control: Consultant** agrees to develop a quality assurance/quality control (QA/QC) program for this Agreement that shall be continuous during all phases of the **Project**. The QA/QC program's objective is to minimize change orders during construction as defined in Part V of Chapter 21 of the Procurement Code of Broward County. The QA/QC program shall reflect the industry standard and cost-effective standards to ensure the work product conforms to the scope, and that **Project Documents** minimize design errors and omissions. QA/QC is an integral part of every activity and shall not be billed as a separate task. **Contract Administrator** (or designee) may review all "comments" (at the **Consultant's** office) generated as part of the **Consultant's** QA/QC program. If the **Project** is selected for **County Peer Review**, the **Consultant** shall participate in the Peer Review as directed by the **Contract Administrator**.
- 3.6 **Project Estimate of Probable Cost:** As required herein, **Consultant** shall provide a **Project** estimate of probable cost. The estimate of probable cost shall include, but not be limited to, a tabulation of portions (i.e. water, sewer, drainage, roadway, sidewalk, landscaping) of **Project**, including engineering costs, permits, construction, construction administration, and land/easement acquisition.
- The accuracy of the construction portion of **Project** estimate of probable cost shall be as stated in each design phase submittal. **Consultant** shall determine the appropriate construction change order allowance and separately identify it in the **Project** estimate of probable cost. The construction portion of the **Project** shall be divided into components similar to those that shall be used to verify Construction Contractor payment requests. **Consultant** shall provide construction estimate of probable cost at each review point of the Contract Documents for each bid package of the **Project**.
- 3.7 **Phase II Progress Meetings: Consultant** shall meet with **Contract Administrator** at regular intervals to review and discuss **Project** progress and status, draft and final deliverables, schedule, cost, etc. Meetings required solely because of unsatisfactory performance by **Consultant** as determined by **Contract Administrator** shall be at no additional cost to **County**. **Consultant** shall provide **Contract Administrator** a written summary of each communication with regulatory agencies, and minutes of meetings.
- 3.8 **Team Cooperation:** It is understood that this **Project** shall require interim decisions. It is imperative that the entire **Project Team**, which includes the **County** staff that may be working on the **Project**, cooperates and shares information to ensure common understanding and keep the **Project** on schedule. To facilitate decision-making and information exchange, **Consultant** shall participate in working sessions at the **Consultant's** office with the **Project Team**. These working sessions are informal, and agendas and minutes are not required. **Consultant** shall prepare and distribute summary meeting notes to document significant events or decisions. It is understood

that this cooperative effort is an integral part of each task and shall not be billed as a separate task.

3.9 **Completion of Phase II:** Design shall be completed upon **Consultant's** incorporation of final comments of **Contract Administrator**

3.9.1 **Design to Fifty Percent (50%) Review Point:** **Consultant** shall provide **Contract Administrator** with eight (8) copies of Construction Drawings when the composite level of completion of portions of **Project** reaches fifty percent (50%). This submittal shall take place one hundred (100) calendar days after the **Completion of Phase I**. **Consultant** shall provide a current **Project** estimate of probable cost. The desired accuracy of the construction portion of **Project** estimate of probable cost may be within twenty percent (20%) of the bid ultimately accepted by **County** for construction of **Project**.

Consultant shall meet with **Contract Administrator** to receive and discuss **Contract Administrator's** review comments. **Consultant** shall incorporate into the Contract Documents the review comments of **Contract Administrator** that **Consultant** deems appropriate. **Consultant** shall provide in writing the rationale for all **Contract Administrator's** comments not incorporated. The **County** shall make its best effort within twenty-one (21) calendar days to review and provide its comments to **Consultant**.

3.9.2 **Design to Ninety Percent (90%) Review Point (Permit Set):** **Consultant** shall provide **Contract Administrator** with eight (8) copies of Contract Documents for **Project** at ninety percent (90%) level of final design completion, which includes both drawings and specifications. This submittal shall take place one hundred (100) calendar days after the fifty percent (50%) submittal comments are received from **County**. **Consultant** shall provide a current **Project** estimate of probable cost. The desired accuracy of the construction estimate of probable cost may be within fifteen percent (15%) of the bid ultimately accepted by **County** for construction of **Project**. **Consultant** shall meet with **Contract Administrator** to receive and discuss **Contract Administrator's** review comments. **Consultant** shall incorporate into the Contract Documents the review comments of **Contract Administrator** that the **Consultant** deems appropriate. **Consultant** shall provide in writing the rationale for all **Contract Administrator's** comments not incorporated. The **County** shall make best effort within twenty-one (21) calendar days to review and provide its comments to **Consultant**.

3.9.3 **Design to One Hundred Percent (100%): Review Point (Bidding Set):** **Consultant** shall provide **Contract Administrator** with eight (8) copies of one hundred percent (100%) design Contract Documents for **Project** that

is complete (including **Consultant's** quality control review) except for **Contract Administrator's** final review comments. This submittal shall take place one hundred (100) calendar days after the ninety percent (90%) submittal comments are received from **County**. The documents shall contain a **Project** specific definition of "substantial completion" if **County** desires to take possession of part or the entire **Project** prior to final completion. At this time, **Consultant** shall provide **Contract Administrator** with written documentation on how substantial and final construction completion periods were determined. The periods shall be determined based upon permitting times, equipment and material delivery times, construction time, and other activities required by **Project**. The periods shall be specific to **Project** and not merely based on general guidelines. **Consultant** also shall provide a current **Project** estimate of probable cost. The desired accuracy of the construction estimate of probable cost may be within ten percent (10%) of the bid ultimately accepted by **County**. **Consultant** shall meet with **Contract Administrator** to receive and discuss **Contract Administrator's** review comments. **Consultant** shall incorporate into the Contract Documents the review comments of **Contract Administrator** that **Consultant** deems appropriate. **Consultant** shall provide in writing the rationale for **Contract Administrator's** comments not incorporated. The **County** shall have twenty-one (21) calendar days to review and provide its comments to **Consultant**. The working drawings and specifications shall set forth in detail and shall prescribe the work to be done, the materials, quality of work, finishes and equipment required for the work and the necessary bidding information (collectively referred to as the "Contract Documents"). The **Contract Administrator** shall be kept informed, in advance and in writing, of any possible adjustments of the probable construction cost or completion schedules indicated by changes in scope, requirements and foreseeable market conditions. **Consultant** shall, in the preparation of the drawings and specifications, take into account all the prevailing codes and regulations governing construction in Broward County. Work to accomplish this includes, but is not limited to, the following:

- Prepare drawings and specifications for construction.
- Update and revise the probable cost of construction.
- **Consultant** shall assist **County** in filing the required documents for the approval of governmental authorities having jurisdiction over the **Project**.
- The Contract Documents shall be sufficiently complete and include sufficient detail to permit responsive bids to be obtained.

The **Contract Administrator's** review and approval of the Contract Documents shall be as to concept only and shall not be deemed review and approval of the technical requirements or aspects thereof.

3.9.4 **Final Check (Purchasing Review Set):** **Consultant** shall provide electronic sets of Contract Documents. This submittal shall take place sixty-five (65) calendar days after the one hundred percent (100%) submittal is made. This submittal completes the obligations for the **Project** under the **Time of Performance** as defined in Section 1.4.

3.10 **Consultant** shall perform the following tasks for Phase II:

Task 5 **Design of Reclaimed Water Distribution System**

Consultant shall provide complete design services including the following:

Task 5.1 Complete design of Reclaimed Water Transmission System for three (3) separate bid packages, including demolition and restoration plans.

Task 5.2 Complete final design drawings for Reclaimed Water Transmission System (1" = 30' scale).

Task 5.3 Prepare details for connection points for users including meter details, as necessary.

Task 5.4 Determine phasing of system connections to be made during construction.

Task 5.5 Determine existing utilities to be relocated / replaced.

Task 5.6 Provide information on design drawings for utility crossings and required utility adjustments.

Task 5.7 Prepare specifications for construction of improvements.

Task 5.8 Conduct internal quality assurance procedures at fifty percent (50%), ninety percent (90%), one hundred percent (100%) design and final design stages.

Task 5.9 Add a dual check valve to each current potable water meter, and reconnect the customer. Verify state statute for a single family home exemption for the purple pipe requirement.

Task 5.10 Calculate quantities and prepare estimate of probable cost for each design submittal required for this phase.

Task 6 **Contract Documents**

Consultant shall prepare the bid documents for submittal to Purchasing

and the **County** Attorney's Office. The **Project** shall be "bid" as four (4) bid packages.

Task 6.1 **Consultant** shall prepare Contract Documents including bidding documents, general and supplementary conditions, technical specifications and drawings that show the character and extent of **Project**.

Task 6.2 **Contract Administrator** and **Consultant** shall determine the construction sequencing and restrictions during construction. **Consultant** shall coordinate phasing with **County** staff for incorporation into Contract Documents.

Task 6.3 **Consultant** shall prepare complete technical specifications for the **Project** describing the work and approved materials and equipment.

Task 7 **Public Awareness**

Consultant shall assist **Contract Administrator** regarding public information as follows:

Task 7.1 Attend meetings with stakeholders such as but not limited to local business owners, City of Lighthouse Point, City of Pompano Beach, Florida Department of Transportation, Public and School Transportation, Neighborhood Associations or community groups, as requested by the **Contract Administrator**.

Task 7.2 Attend meetings and provide coordination as requested by the **Contract Administrator** during construction.

Task 8 **Geohydrologic Services**

Consultant shall provide the following:

Task 8.1 Review of the Broward County Environmental Protection and Growth Management Department (BCEPGMD) Semi-Annual Inventory Report of Contaminated Locations in Broward County, Florida (Current) to identify known sites of groundwater contamination that exist within one-quarter mile of the Project.

Task 8.2 Performance of a "windshield" survey to confirm the locations of the known contamination sites and to identify other potential sources of groundwater contamination that could be affected by the construction dewatering.

4 PHASE III SERVICES – PERMITTING

4.1. **General - Consultant** shall be responsible for preparing and processing documents for

permitting and assisting in obtaining approval from agencies having jurisdiction over this **Project**.

4.2. **Approvals - Consultant** shall be responsible for monitoring changes in agency approval requirements and to amend the schedule and documents/drawings accordingly. It is recognized by **Contract Administrator** that the period for obtaining permits is beyond the control of **Consultant** except for issues concerning **Consultant's** ability to respond to permitting agency requests for information.

4.2.1. Failure of **Consultant** to identify governmental authorities that have jurisdiction over **Project** at the time of scope preparation does not relieve **Consultant** from the responsibility to pursue the permit as described above.

4.2.2. At the time of the scope preparation, **Consultant** identified the following governmental authorities that have or may have jurisdiction over **Project**:

- Florida Department of Transportation – Utility Permit
- South Florida Water Management District
- Florida Department of Environmental Protection - Wastewater Facility or Activity Permit and Addition of a Major User of Reclaimed Water
- Broward County Water and Wastewater Services
- Broward County Public Works Department
- Broward County Environmental Protection and Growth Management Department – Wastewater and Surface Water Management; Storage Tank License
- Broward County Traffic Engineering Division
- City of Lighthouse Point – Engineering Department
- City of Pompano Beach – Engineering Department
- City of Pompano Beach Planning and Zoning Department – Site Plan
- City of Pompano Beach Building Department – Dry Run

Consultant shall prepare permitting applications as well as such documents and design data as may be required so that **Contract Administrator** may apply for approvals of all such governmental authorities that have jurisdiction over **Project**. Identification of governmental authorities is the responsibility of **Consultant**. **County** shall pay all permit fees. **Consultant** shall assist in obtaining such approvals by participating in meetings, submissions, resubmissions and

negotiations with such authorities. **Consultant** shall prepare a Governmental Authority Approval Schedule that lists the significant events for all regulatory agency and municipal government permits and approvals required to construct the **Project**. The schedule shall show time allocations for each listed event and the critical path of the permitting/approval process. The schedule shall be updated and submitted as revisions are warranted.

4.3. Consultant shall perform the following task for Phase III:

Task 9 **Permitting**

Task 9.1 If construction of **Project** requires a permit issued by a Building Official, **Consultant** shall apply for examination of plans pursuant to Florida State Statutes. **Consultant** shall make changes to Contract Documents as required by the Building Official at no additional cost to **County**. **Consultant** shall advise **Contract Administrator** of construction estimate of probable cost and schedule impacts caused by changes required by the Building Official. **County** shall pay any review fee charged by the Building Official.

Task 9.2 **Consultant** shall prepare permit applications and submit them with drawings and other supporting documentation to Broward County Water and Wastewater Services for signatures. **Consultant** shall obtain **Contract Administrator** approval if additional fees will be required for early review/approval of design by permitting agencies.

Task 9.3 **Consultant** shall submit completed permit applications to the required regulatory agencies for approval. **Consultant** shall include copies of the drawings and specifications to any governmental agency (such as Broward County Environmental Protection and Growth Management Department and local building departments) from which any approvals are required prior to the public notice for the Invitation to Bid.

Task 9.4 Building Department: **Consultant** shall provide assistance to the Contractor for procuring the Building Department permit from the City of Pompano Beach. **Consultant** shall participate in up to two meetings with the Building Department to resolve outstanding issues. **Consultant** shall address up to two sets of comments from the Building Department and prepare drawing modifications in response to these comments as required.

5 PHASE IV SERVICES – BIDDING AND AWARD ASSISTANCE

5.1. Consultant shall perform the following task for Phase IV:

Task 10 **Preparation of Final Bid Documents – Purchasing Final Review/Bid Set**

Consultant shall make final revisions to the documents based on review comments received by permitting agencies and the **County** Purchasing Department. **Consultant** shall provide an electronic copy of the bid documents to the **County**.

Task 10.1 **Consultant** shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Task 10.2 **Consultant** shall provide technical specifications, drawings, and bid form electronically to **County** for electronic distribution to contractors. **County** shall provide questions from bidders to **Consultant** electronically. **Consultant** shall provide timely responses to the inquiries of potential bidders through written addenda or responses to Commonly Asked Questions. These queries shall be transmitted electronically to the **County** by **Consultant**. **Consultant** shall provide information electronically to **County** for incorporation into addenda by **County**. **Consultant's** compensation has been based on addressing comments and questions for two addenda and updating Commonly Asked Questions as required.

Task 10.3 **County** shall forward the lowest responsive bid to **Consultant**. **Consultant** shall evaluate bids for technical compliance and shall make a recommendation to the **County** in regard to the award of the contract. Non-technical bid requirements shall be evaluated by **County**. This Scope of Services does not include time for **Consultant** to assist **County** in the event of a bid protest.

Task 10.4 **Consultant** shall conform contract documents to incorporate addenda and provide eight (8) sets of conformed documents for execution by **County** and Construction Contractor within seven (7) calendar days of request by **County**.

6 PHASE V SERVICES – ENGINEERING SERVICES DURING CONSTRUCTION (SUBJECT TO FUTURE AMENDMENT)

7 OPTIONAL ADDITIONAL SERVICES

Consultant may be required to perform the following tasks:

Task 11 Additional Services

Consultant shall provide additional services, as identified by the **Contract Administrator**, which are related to but beyond the level of effort of the scope of work outlined above. Services provided under this Task shall be billed on an hourly or lump sum basis up to the specified amount as authorized by the **Contract Administrator**, subject to the limits set in the agreement. Services performed under this Task must be initiated by a separate written Notice to Proceed issued by the **Contract Administrator**.

8 PROJECT ASSUMPTIONS

- 8.1 The existing reclaimed water main flow and pressure data at a minimum of three (3) locations selected by the **Consultant** shall be provided by the **County**. Each set of data shall be for a 24-hour period.
- 8.2 Twelve (12) current months of historical water billing information for each property located within the **Project** limits shall be provided by the **County**.
- 8.3 Sketch and legal descriptions are not anticipated, and therefore, are not included.
- 8.4 Environmental studies (except an Environmental Phase I determination for the **County** owned property located at 4801 N. Federal Highway, Pompano Beach, FL 33064, as well as the benthic surveys as required for all of the proposed canal crossings), surveys, or determinations, including tree surveys, are not anticipated, and therefore, are not included.
- 8.5 Bridge crossings with proposed reclaimed water main pipe are not anticipated, and therefore, structural engineering and analysis is not included. If these design efforts are required, they shall be added as Additional Services.
- 8.6 United States Army Corps of Engineers permitting is not anticipated, and therefore, is not included in the base scope. If this permitting effort is required, it shall be added as Additional Services.
- 8.7 The **Project** scope and fee is based on Phase I through Phase III being completed at once, and Phases II and III being completed in three (3) bid packages.
- 8.8 The Phase I duration is expected to last approximately twelve (12) months from the effective date of the Notice to Proceed.
- 8.9 The Phase II duration is expected to last approximately twelve (12) months per bid package. Phase III is expected to last six (6) months per bid package.

- 8.10 The schedule for the **Project** assumes the **County** shall complete the review of each design submission in no longer than thirty (30) days.
- 8.11 The **Consultant** shall not be responsible for the acts or omissions of any Contractor, any Subcontractor or any other person (except **Consultant's** own employees, Subconsultants or other agents) related to this **Project**.
- 8.12 **County** is responsible for all permitting fees required to permit the **Project**.

**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 below. 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.

Table A: Phases Payment

Description	Retainage	Total Deliverable Amount (including retainage)
Phase I: Hydraulic Modeling and Preliminary Engineering Report	10%	\$1,498,801.74
Phase II: Engineering Design	10%	\$1,405,419.60
Phase III: Permitting	10%	\$51,248.60
Phase IV: Bidding and Award Assistance	10%	\$84,557.20

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

Table B: Task Not to Exceed Amounts

Phase	Task	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase I	Task 1: Preliminary Investigation	Fixed Fee	10%	\$111,646.60
Phase I	Task 2: Project Management – Meetings and Coordination	Fixed Fee	10%	\$110,988.80
Phase I	Task 3: Survey – Existing Conditions and Horizontal Control Plans	Fixed Fee	10%	\$904,010.44

Table B: Task Not to Exceed Amounts

Phase	Task	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase I	Task 4: Hydraulic Modeling	Fixed Fee	10%	\$372,155.90
Phase II	Task 5: Design of Reclaimed Water Distribution System	Fixed Fee	10%	\$1,224,704.00
Phase II	Task 6: Contract Documents	Fixed Fee	10%	\$74,152.00
Phase II	Task 7: Public Awareness	Fixed Fee	10%	\$85,035.60
Phase II	Task 8: Geohydrologic Services	Fixed Fee	10%	\$21,528.00
Phase III	Task 9: Permitting	Fixed Fee	10%	\$51,248.60
Phase IV	Task 10: Bidding and Award Assistance	Fixed Fee	10%	\$84,557.20

Table D: Reimbursable Expenses (subject to Florida Statutes Section 112.061)

Reimbursable	Not-to-Exceed Amount
Reimbursables, Document Reproduction, Courier Services	\$16,150.00
Geotechnical	\$119,510.00
Permitting Fees	\$24,225.00
Subsurface Utility Engineering	\$181,500.00

MAXIMUM BILLING RATES

Project No: PNC2118897P1
 Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
 Consultant/ Subconsultant Name: Thompson & Associates, Inc., Civil Engineering

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

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (147.57)%

FRINGE = HOURLY RATE X FRINGE (42.19) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (3.25)%

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

2.99

MAXIMUM BILLING RATES

Project No: PNC2118897P1
 Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
 Consultant/ Craven, Thompson & Associates, Inc.
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$87.00		2.74		\$238.38
Senior Supervising Engineer	\$72.75		2.74		\$199.34
Senior Engineer	\$48.50		2.74		\$132.89
Project Engineer	\$45.00		2.74		\$123.30
Senior CADD Technician	\$34.75		2.74		\$95.22
Director of Construction Management	\$65.00		2.74		\$178.10
Construction Manager	\$40.00		2.74		\$109.60
Senior Field Representative	\$36.00		2.74		\$98.64
Principal Land Surveyor	\$63.00		2.74		\$172.62
Professional Land Surveyor	\$48.00		2.74		\$131.52
Project Surveyor	\$43.25		2.74		\$118.51
Senior CADD/GIS Tech	\$34.75		2.74		\$95.22
Survey Crew – 1 Person	\$31.75		2.74		\$87.00
Survey Crew – 2 Person	\$51.75		2.74		\$141.80
Survey Crew – 3 Person	\$65.41		2.74		\$179.22
Clerical	\$31.00		2.74		\$84.94

Multiplier of 2.74 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (102.16)%

FRINGE = HOURLY RATE X FRINGE (46.54) %

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

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

2.74

MAXIMUM BILLING RATES

Project No: PNC2118897P1
 Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
 Consultant/ Subconsultant Name: Garth Solutions, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$85.00		2.31		\$196.35
Public Outreach Manager	\$65.00		2.31		\$150.15
Outreach Coordinator	\$45.00		2.31		\$103.95
Graphic Designer	\$45.00		2.31		\$103.95

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

2.31

Notes:

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

MAXIMUM BILLING RATES

Project No: PNC2118897P1
 Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
 Consultant/ Hazen and Sawyer
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Administrator	\$ 36.39	X	3.00	=	\$ 109.17
Assistant Engineer	\$ 72.11	X	3.00	=	\$ 216.33
Assistant Scientist	\$ 29.59	X	3.00	=	\$ 88.77
Associate	\$ 70.37	X	3.00	=	\$ 211.11
Associate Vice President	\$ 83.34	X	3.00	=	\$ 250.00
Designer	\$ 23.75	X	3.00	=	\$ 71.25
Engineer	\$ 43.82	X	3.00	=	\$ 131.46
Principal Designer	\$ 48.85	X	3.00	=	\$ 146.55
Principal Engineer	\$ 49.79	X	3.00	=	\$ 149.37
Principal Graphic Designer	\$ 29.80	X	3.00	=	\$ 89.40
Principal Scientist	\$ 55.27	X	3.00	=	\$ 165.81
Scientist	\$ 36.95	X	3.00	=	\$ 110.85
Senior Associate	\$ 83.34	X	3.00	=	\$ 250.00
Senior Consultant	\$ 83.34	X	3.00	=	\$ 250.00
Senior Designer	\$ 40.49	X	3.00	=	\$ 121.47
Senior Principal Designer	\$ 54.85	X	3.00	=	\$ 164.55
Senior Principal Engineer	\$ 66.97	X	3.00	=	\$ 200.91
Senior Principal Graphic Designer	\$ 48.91	X	3.00	=	\$ 146.73
Vice President	\$ 83.34	X	3.00	=	\$ 250.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (116.05)%

FRINGE = HOURLY RATE X FRINGE (62.87) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (7.5)%

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

MAXIMUM BILLING RATES

Project No: PNC2118897P1
 Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
 Consultant/ Subconsultant Name: Tierra South Florida, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$84.13		2.56		\$215.37
Senior Engineer	\$74.52		2.56		\$190.77
Project Manager	\$72.12		2.56		\$184.63
Professional Engineer	\$55.29		2.56		\$141.54
Project Engineer	\$33.66		2.56		\$86.17
Field Inspector	\$30.00		2.56		\$76.80
Senior Technician	\$30.00		2.56		\$76.80
CADD Technician	\$40.87		2.56		\$104.63
Administrative Assistant	\$31.25		2.56		\$80.00

Multiplier of 2.56 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (89.40)%

FRINGE = HOURLY RATE X FRINGE (42.88) %

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

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

2.56

GEOTECHNICAL TESTING UNIT RATES


Project No: PNC2118897P1
Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
Consultant/Sub: Tierra South Florida, Inc.

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Each	0	\$ 350.00	\$ 0.00
Track-Mounted Equipment	Each	0	\$ 720.00	\$ 0.00
Mudbug/ATV/Track mobilization	Each	0	\$ 720.00	\$ 0.00
Standard Penetration Test Borings				
Land: 0 - 50 ft depth	L.F.	0	\$ 12.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.00	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
Grout-Seal Boreholes				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 5.50	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Casing Allowance				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 8.00	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.00	\$ 0.00
Rock Coring (Structures)				
0 - 50 ft deep	L.F.	0	\$ 32.00	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 43.00	\$ 0.00
Field Permeability Tests (0-10 feet)	Test	0	\$ 275.00	\$ 0.00
Field Permeability Tests (10-25 feet)	Test	0	\$ 350.00	\$ 0.00
MOT - 2 Men Crew	Hours	0	\$ TBN	\$ 0.00
MOT Plan	Hours	0	\$ TBN	\$ 0.00
Florida Patrolmen (Traffic Control)	Hour	0	\$ 50.00	\$ 0.00
MOT Devices	Lumpsum	0	\$ 350.00	\$ 0.00
Opening/Closing Guard Rail	Each	0	\$ 500.00	\$ 0.00
Auger Borings Hand & Truck/MB	L.F.	0	\$ 10.50	\$ 0.00
Auger Borings -Track	L.F.	0	\$ 11.00	\$ 0.00
Extra SPT Samples - Truck/MB 0 - 50ft	Each	0	\$ 34.25	\$ 0.00
Extra SPT Samples - Truck/MB 50 - 100ft	Each	0	\$ 40.00	\$ 0.00
Extra SPT Samples - B/T/A 0 - 50ft	Each	0	\$ 50.00	\$ 0.00
Extra SPT Samples - B/T/A 50 - 100 ft	Each	0	\$ 55.00	\$ 0.00
Hand Muck Probes (2-man crew)	Hour	0	\$ TBN	\$ 0.00

GEOTECHNICAL TESTING UNIT RATES

Hand Muck Probes (3-man crew)	Hour	0	\$ TBN	\$	0.00
2-Inch Piezometer Installation	L.F.	0	\$	40.95 \$	0.00
Grouted Monitor Well 2' 0-50ft	L.F.	0	\$	30.00 \$	0.00
Standby/Decontamination Truck/MB & 2-Person Crew	Hour	0	\$	150.00 \$	0.00
Truck/MB & 3-Person Crew	Hour	0	\$	225.00 \$	0.00
Piezometer Permit	Each	0	\$	70.00 \$	0.00
Double Ring Infiltration Test (Ground Surface DR	Test	0	\$	475.00 \$	0.00
Pavement Cores, Asphalt	Each	0	\$	105.00 \$	0.00
Pavement Cores, Concrete	Each	0	\$	105.00 \$	0.00
II. LABORATORY TESTING					
Natural Moisture Content Tests	Test	0	\$	10.00 \$	0.00
Plastic Limit & Liquid Limit	Test	0	\$	75.00 \$	0.00
Carbonate Content	Test	0	\$	150.00 \$	0.00
Organic Content Tests	Test	0	\$	35.00 \$	0.00
Proctor Test	Test	0	\$	125.00 \$	0.00
LBR Test	Test	0	\$	350.00 \$	0.00
Asphalt Extraction	Test	0	\$	350.00 \$	0.00
III. TESTING	Test	0	\$	275.00 \$	0.00
Concrete Sampling & Testing	Set of 4	0	\$	85.00 \$	0.00
Concrete Slump Test	Each	0	\$	15.00 \$	0.00
Field Density (min. 5 tests)	Each	0	\$	25.00 \$	0.00
Relative Density Test	Each	0	\$	75.00 \$	0.00
Nuclear Gauge Rental	Day	0	\$	50.00 \$	0.00

The unit rates provided are those for both public and private sectors.


Raj Krishnasamy, P.E.
Principal Geotechnical Engineer



Florida's Soft Dig Specialists

TO: Darren Badore
Thompson & Associates
412 SE 18th St
Ft Lauderdale, FL 33316
darren@thompson-inc.com
(954) 325-1626

ESTIMATE

Date: 11/14/2019
Quote#: 1811
Expiration Date: 06/30/2022

US Utility Potholing & Air Excavation
4630 NE 11th Ave, Oakland Park, FL 33334
Phone 954-937-1488 Fax 954-271-1149
www.usutilitypotholing.com

***Potholing 5 hole minimum**

Lighthouse Point Reclaim Water Project Sales Person: Chuck

Item #	QTY	Description	Unit Price	Line Total
8	TBD	Potholing Hard Surface	\$365.00	
9	TBD	Potholing Soft Surface	\$335.00	
10	TBD	Reporting \$25.00/ Hole \$100.00 minimum	\$100.00	
11	1	Traffic Control (1600/ Day)	\$1,600	
12	1	Flagmen \$720.00 per day (if needed)	\$720.00	
13	1	Permit acquisition fee	\$200.00	
14				

EXHIBIT C Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Consultant Engineering Services for North County Reclaimed Water System Expansion
Agency: Water and Wastewater Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: _____ years *Maximum Deductible: \$10,000		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: 3 years *Maximum Deductible: \$100,000		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> Coverage must remain in force until written final acceptance by the County. Broward County must be an additional insured / Loss Payee.			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible: \$10 k	Not to exceed 5% of completed value	Completed Value
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 33301					


CHRISTA FERRELL
 Director of Risk Management
 Risk Management Division
 Risk Management Division

EXHIBIT D

WORK AUTHORIZATION FOR AGREEMENT BETWEEN BROWARD COUNTY AND THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING D/B/A THOMPSON AND ASSOCIATES FOR CONSULTANT SERVICES FOR NORTH COUNTY RECLAIMED WATER SYSTEM EXPANSION

Contract Number: PNC2118897P1

Work Authorization No. _____

This Work Authorization is between Broward County and Thompson & Associates, Inc., Civil Engineering D/B/A Thompson and Associates (“Consultant”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

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

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

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

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

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

County

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

Contractor

		_____ Signed	_____ Date
_____ Attest	_____ Typed Name		
_____ Title			

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

By: _____
[NAME] (Date)
Assistant County Attorney

By: _____
[NAME] (Date)
Deputy County Attorney

EXHIBIT E
Schedule of Subconsultant Participation

Project No: PNC2118897P1
Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
Consultant: Thompson & Associates, Inc., Civil Engineering d/b/a Thompson and Associates

No.	Firm Name	Discipline
1.	Craven, Thompson & Associates, Inc.	Survey, Civil Engineering and Inspection Services
2.	Hazen and Sawyer	Hydraulic Modeling, MEP Engineering Services
3.	Tierra South Florida	Geotechnical Engineering Services
4.	Garth Solutions, Inc.	Public Information and Community Outreach
5.	Utility Potholing and Air Excavation	Subsurface Utility Engineering Services

EXHIBIT F
CBE Subconsultant Schedule and Letters of Intent

Project No: PNC2118897P1
 Project Title: Consulting Engineering Services for North County Reclaimed Water System Expansion
 Consultant: Thompson & Associates, Inc., Civil Engineering d/b/a Thompson and Associates

No.	Firm Name	CBE Category	Description	% of Basic Service Fees
1.	Thompson & Associates, Inc., Civil Engineering	CBE	Engineering Services	36%
4.	Garth Solutions, Inc.	CBE	Public Information and Community Outreach	3%
			Total CBE Participation:	39%



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.: PNC2118897P1

Project Title: North County Reclaimed Water System Expansion

Bidder/Offeror Name: Thompson & Associates, Inc., Civil Engineering

Address: 412 SE 18th Street City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Darren L. Badore Phone: 954-761-1073

CBE Firm/Supplier Name: Garth Solutions, Inc.

Address: 7951 Riviera Blvd., Suite 411 City: Miramar State: FL Zip: 33023

Authorized Representative: Yvonne Garth Phone: 954-727-3001

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public Outreach	641911, 641612, 641813, 641910		3.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President & CEO Date: 06/12/2019

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 06/11/2019

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

² 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.



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.: PNC2118897P1

Project Title: North County Reclaimed Water System Expansion

Bidder/Offeror Name: Thompson Associates, Inc., Civil Engineering

Address: 412 SE 18th Street City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Darren L. Badore Phone: 954-761-1073

CBE Firm/Supplier Name: Thompson Associates, Inc., Civil Engineering

Address: 412 SE 18th Street City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Darren L. Badore Phone: 954-761-1073

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Engineering Services	541330		36.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: Vice President Date: 06/11/2019

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 06/11/2019

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

² 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.