



**AGREEMENT BETWEEN BROWARD COUNTY AND CRAVEN, THOMPSON & ASSOCIATES, INC.
FOR CONSULTANT SERVICES FOR DISTRICT 3C WATER SYSTEM IMPROVEMENTS AND SEPTIC
TANK ELIMINATION
(RFP # PNC2118689P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Craven, Thompson & Associates, Inc., a foreign profit 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.

B. The Project (defined below) consists of water and sanitary sewer improvements, and restoration of roadway, drainage, sidewalk, and landscaping. Offsite work will include a force main that is proposed to be installed from the project site to Retail Master Pump Station 320 (RMPS) located in the City of West Park.

C. The purpose of this Agreement is to provide the engineering and construction services necessary for design, permitting, bidding/award, geotechnical, printing, inspection, surveying and testing for the installation of a Replacement Potable Water System and New Sanitary Sewer System to serve Utility Analysis Zones 357, 358, 359, 360, 361, 364 and 365 in the District 3C Service Area.

D. 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 and Wastewater Engineering Division, the Assistant Director of Water and 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 3C Water System Improvements and Septic Tank Elimination.
- 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 \$ 7,524,531.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$ 9,590,435.

5.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$ 217,797 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 \$ 665,992. 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-1 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	Approx. Fee %	Phase Amount
Phase I: Design Development	<u>46%</u>	<u>\$8,385,155</u>
Phase II: Permitting	<u>2 %</u>	<u>\$ 320,076</u>
Phase III: Bidding and Award	<u>1 %</u>	<u>\$ 170,981</u>
Phase IV: Construction Admin	<u>42%</u>	<u>\$7,524,531</u>
Phase V Post Construction	<u>4 %</u>	<u>\$ 714,223</u>
Phase VI: Reimbursables & Other Services	<u>4 %</u>	<u>\$ 665,992</u>
Phase VII: Optional Additional Services	<u>1 %</u>	<u>\$ 217,797</u>
Total Basic Services Fee	100%	\$17,998,755

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 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and the 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:

CRAVEN THOMPSON & ASSOCIATES, INC.
3563 NW 53RD STREET
FORT LAUDERDALE, FLORIDA 33309

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 E (or a CBE firm substituted for a listed firm, if permitted) for thirty five percent (35%) of total Services under this Agreement (the "Commitment").

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

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

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program

Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

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

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

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

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

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. 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) 831-0903, GBALICKI@BROWARD.ORG, 2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 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.

11.8 Indemnification of County. Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

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

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

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

FOR COUNTY:

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

FOR CONSULTANT:

Patrick Gibney, P.E., Vice President, Engineering
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, Florida 33309
Email address: pgibney@craventhompson.com

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

unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

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

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

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

11.16 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. 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.

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

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

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. 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.

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

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

11.22 Severability. 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.

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

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

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any

claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

11.27 Payable Interest.

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

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

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

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

11.30 Workforce Investment Program. This Agreement constitutes a “Covered Contract” under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Consultant affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to County upon request all records documenting Consultant’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this 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 CRAVEN THOMPSON & ASSOCIATES, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
_____ day of _____, 20____

Insurance requirements approved by Broward County Risk Management Division:

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

By: Colleen Pounall 03/27/20
Name: Colleen Pounall
Title: Asst. Risk Manager

By: Michael Kerr 3/27/2020
Michael Kerr (Date)
Deputy County Attorney

ABC/wp
BCF 202
06/01/2018
#_____

AGREEMENT BETWEEN BROWARD COUNTY AND CRAVEN THOMPSON & ASSOCIATES, INC.
FOR CONSULTANT SERVICES FOR DISTRICT 3C WATER SYSTEM IMPROVEMENTS AND SEPTIC
TANK ELIMINATION
(RFP # PNC2118689P1)

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

____ day of _____, 20____.

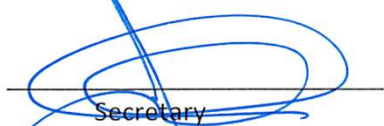
Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:

Craven Thompson & Associates, Inc.
(Typed Name of Consultant/Firm)



Secretary

By 

President/Vice President

Joseph D. Handley
(Typed Name of Secretary)

Thomas M. McDonald, President
(Typed Name and Title)

CORPORATE SEAL

24th day of March, 2020.

EXHIBIT A
Scope of Services
FOR
DISTRICT 3C WATER SYSTEM IMPROVEMENTS AND SEPTIC TANK ELIMINATION

Consultant: Craven Thompson & Associates, Inc. (CTA)

BCWWS Project No: 103896 & 105020

Solicitation No. PNC 2118689P1

CTA Project No. 20-0011-001-01

1 PROJECT DESCRIPTION

1.1 **Description:** District 3C is located in the Cities of Hollywood, Pembroke Pines and Miramar, including North Perry Airport. The project area is comprised of approximately 1,800 acres in southwest Broward County. UAZ 364, 365 and 366 are located within the City of Pembroke Pines, UAZ 359, 360 and 361 are located in the City of Hollywood and UAZ 357 and 358 are located in the City of Miramar. The Project will be divided into three (3) Bid Packages as follows:

- Bid Package 1 – UAZ 364, 365 and 366, generally located west of the Turnpike, north of Pembroke Road, east of University Drive and south of Hollywood Boulevard/Washington Street.
- Bid Package 2 – UAZ 359, 360 and 361, generally located east of the Turnpike, north of Pembroke road, south of Hollywood Boulevard and west of State Road 7.
- Bid Package 3 – UAZ 357 and 358, generally located west of State Road 7, north of SW 25th Street, east of SW 64th avenue and south of Pembroke Road.

The improvements include water and sanitary sewer improvements, and restoration of roadway, drainage, sidewalk, and landscaping. Offsite work will include a force main that is proposed to be installed from the project site to Retail Master Pump Station 320 (RMPS) located in the City of West Park. The purpose of this Scope is to provide the engineering and construction services necessary for design, permitting, bidding/award, geotechnical, printing, inspection, surveying and testing for the installation of a Replacement Potable Water System and New Sanitary Sewer System to serve Utility Analysis Zones 357, 358, 359, 360, 361, 364 and 365 in the District 3C Service Area.

1.2 **The Purpose of Design Development, Permitting and Contract Documents.** To provide complete final design plans for water, sanitary sewer improvements and to obtain all necessary permit approvals required for the Project, consisting of approximately 1,800 acres of existing area. The **Consultant** shall provide Construction

Documents for the following recommended infrastructure improvements:

For the Water Distribution System improvements, **Consultant** shall provide construction documents for the recommended replacement of existing undersized asbestos cement or other unacceptable pipe material with minimum six-inch diameter ductile iron pipe, as well as the addition of fire hydrants to meet current spacing requirements. This also consists of improvements to the water distribution system recommended in the Broward County Water & Wastewater Services. Utilities Master Plan prepared by others.

For the Sanitary Sewer Collection and Transmission systems, **Consultant** shall provide construction documents for the recommended installation of new sanitary sewer system and replacement of the existing sanitary sewer system with a new system constructed in roughly the same location as the existing system. This work shall include the new or replacement of sewage pump stations for the Project area including onsite and offsite sanitary sewer transmission system improvements.

Other improvements include sidewalk restoration, roadway reconstruction, and landscaping restoration construction documents. The **Project** will include the relocation of utility poles and water meters where necessary to accomplish the other improvements.

Consultant shall prepare three (3) bid packages for construction of these improvements, with the design of such being performed one after the other, rather than concurrently.

1.3 **Time of Performance:** **Consultant** shall deliver for each Bid Package, complete final design and Contract Documents, 630 calendar days after the **Notice to Proceed** is issued by **Contract Administrator**.

1.4 **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 (Release 4) for Windows, or Primavera Surtrac
- Text: Microsoft Word
- Large database: dBase (Release 5.0) for Windows
- Design drawings: flat image file “.tif” format
- Design drawings: Adobe file “.pdf” format.

2 PHASE I - DESIGN DEVELOPMENT

- 2.1 **Purpose of Design Development Phase:** To prepare contract documents for a complete and functional **Project** that can be approved by permitting agencies under regulations in effect as of the date of the **Notice-to-Proceed** for final design. The **Consultant** is responsible for preparing the contract documents, with input from **Contract Administrator** on Owner preference items.
- 2.2 **Contract Form:** **Consultant** will be provided with **County's** Standard Form Construction Contract in order for **Consultant** to prepare the contract documents. Maximum use of unit pricing in bid forms is preferred.
- 2.3 **CAD Format:** All construction contract drawings shall be prepared on a computer aided drafting system. It is anticipated that **Consultant** shall utilize aerial photographs 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 (ACAD "dwg", Adobe "pdf", flat image file "tif" format).
- 2.4 **Project Schedule:** Within 15 working days of receipt of first **Notice to Proceed**, **Consultant** shall provide to the **Contract Administrator** for approval, a conceptual critical path method schedule for completing the authorized scope of work. The activities shall be cost loaded and shall be the basis for measuring progress and compensation due. Appropriate milestones shall be identified. In addition to the paper reports, the schedules and updates shall be submitted in electronic format and shall be compatible with "Microsoft Project" or Primavera.
- 2.5 **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**.
- 2.6 **Project Cost Estimate:** As required herein, **Consultant** shall provide a **Project** cost estimate. The cost estimate shall include, but not be limited to, a detailed tabulation of all portions (i.e. water, sanitary 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** cost estimate shall be as stated in Section 2.9. **Consultant** shall determine the appropriate construction change order allowance and separately identify it in the project cost estimate. 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 cost estimates at each review point of the Contract Documents for each **Project**.

- 2.7 **Phase I Progress Meetings:** **Consultant** shall meet with **Contract Administrator** at least at monthly 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.
- 2.8 **Team Cooperation:** It is understood that this **Project** will require interim decisions. It is imperative that the entire Project Team, which includes the County 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 will not be billed as a separate task.
- 2.9 **Completion of Phase I:** Design Development shall be completed upon **Consultant's** incorporation of final comments of **Contract Administrator**, see Section 2.9.3.
- 2.9.1 **Preliminary Engineering Design Report:** **Consultant** shall provide schematic design services for the water distribution and sanitary sewer systems, including pipe sizing, lift station locations and preliminary hydraulic modeling of the existing water and sanitary sewer systems to identify improvements. Electronic submittal of Preliminary Engineering Report shall take place within ninety (90) days after the **Notice to Proceed**.
- The **County** shall make best effort within thirty (30) calendar days to review and provide its comments to **Consultant**.
- 2.9.2 **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 eighty (180) days after the Preliminary Engineering Design Report submittal comments are received from **County**. **Consultant** shall provide a current **Project** cost estimate. The desired accuracy of the construction portion of **Project** cost estimate may be within 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 best effort within thirty (30) calendar days to review and provide its comments to **Consultant**.

2.9.3

Design to Ninety Percent (90%) Review Point: **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 fifty (150) days after the fifty percent (50%) submittal comments are received from **County**. **Consultant** shall provide a current **Project** cost estimate. The desired accuracy of the construction cost estimate may be within 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 thirty (30) calendar days to review and provide its comments to **Consultant**.

Design to One Hundred Percent (100%): Review Point: **Consultant** shall provide **Contract Administrator** with eight (8) copies of 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 ninety (90) 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** cost estimate. The desired accuracy of the construction cost estimate may be within 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 thirty (30) 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 costs 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 then 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 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.

2.9.4 **Final Check:** **Consultant** shall provide five (5) checked sets of final Contract Documents incorporating **Contract Administrator's** comments and addendum to **Contract Administrator** for checking of resolution of **Contract Administrator's** comments before **Consultant** delivers the final design Contract Documents and addendum. This submittal shall take place sixty (60) days after the one hundred percent (100%) submittal is made. **Consultant** also shall provide five (5) copies of addendum that incorporates those changes made during final design. This submittal completes the obligations under the 630 days for each Bid Package for **Time of Performance** defined in Section 1.3.

2.10 **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 existing facilities to be installed, replaced or upgraded. This task shall include, but not limited to, the following:

Task 1.1 Coordination with existing utility agencies to compile location (horizontally and vertically) of existing facilities aboveground and underground within the Basin and obtain all utility as-built.

Task 1.2 Field location of existing facilities by "electronic" or "soft dig" method, in conjunction with geotechnical task(s).

Task 1.3 Location of existing power poles and other aboveground obstructions relative to the sidewalk locations and determination of obstructions to be relocated.

Task 1.4 Determination of existing sidewalks to be restored due to proposed water and sewer improvements.

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 environmental agencies to determine permit ability 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. The surveying scope of services shall be expanded for this task shall include the following:

Task 3.1 Set targets for aerial mapping.

Task 3.2 Add location of all aboveground improvements within Right-of-Way to aerial mapping.

Task 3.3 Create Horizontal Control Plans. The property block corners will be used to determine the right-of-way of the streets.

Task 3.4 Add cross-sections of street, obtained to 10 feet beyond property line at 50-foot intervals, to aerial mapping.

- Task 3.5 Add existing water meters and existing sewer laterals to aerial mapping.
- Task 3.6 Add finish floor information to aerial mapping, if necessary and accessible.
- Task 3.7 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 will be located; **Consultant** shall verify utility locations identified by utility companies. **Consultant** shall prepare up to six (6) Sketch and Descriptions for potential Lift Station Sites.

Task 4

Design of Improvements to Water Distribution System

Consultant shall provide complete design services including the following:

- Task 4.1 Create a computer hydraulic model analysis, utilizing InfoWater software, incorporating any previous computer model analysis of existing system and proposed improvements.
- Task 4.2 Complete design of potable water system, including a sixteen (16") inch from SW 68th Avenue to Oleander Drive at North Perry Airport in Pembroke Road.
- Task 4.3 Complete final design drawings for Water Distribution System (1" = 40' scale).
- Task 4.4 Prepare details for connection of rear yard water services to front yard water services as well as front-yard to front-yard water services, if necessary.
- Task 4.5 Determine phasing of connections to be made during construction.
- Task 4.6 Determine existing fire hydrants to be relocated/replaced.
- Task 4.7 Provide information on design drawings for utility conflict adjustments.
- Task 4.8 Prepare specifications for construction of improvements.
- Task 4.9 Conduct internal quality assurance procedures and meet with independent consultant for peer review prior to 50 percent design and 90 percent complete design.

Task 4.10 Calculate quantities and prepare cost estimates for each design submittal required for this phase.

Task 5 Sanitary Sewer System Design:

Consultant shall complete design services including:

Task 5.1 Prepare computer model analysis for UAZ 359 through 366, UAZ 357 and 358 are not served by BCWWS. Hydraulic model utilized will be InfoSWMM software. Model will be provided to BCWWS.

Task 5.2 Prepare final civil, mechanical, structural and electrical design for wastewater lift stations as required within the Project Area and RMPS 320. Assist BCWWS in revising the Memorandum of Understanding with City of Hollywood.

Task 5.3 Prepare final design for wastewater collection system with clean-out and lateral (single/double) to each individual lot, terminating at one foot behind the sidewalk where others would hook it up to the sanitary plumbing of each residence.

Task 5.4 Prepare final design documents for sanitary sewer system (1" = 40' scale).

Task 5.5 Prepare details for connection of rear yard lateral service to front yard lateral service, if necessary.

Task 5.6 Upgrade/supplement existing force mains, design new force main as necessary, and include on final design appropriate force main sizes to allow for stubouts, as needed for the entire system.

Task 5.7 Establish rim and invert elevations required for proposed improvements.

Task 5.8 Prepare sewer profile drawings.

Task 5.9 Provide information on design drawings for utility conflict adjustments.

Task 5.10 Prepare specifications for construction of improvements.

Task 5.11 Conduct internal quality assurance procedures and meet with independent subconsultant for peer review prior to 50 percent design and 90 percent complete design.

Task 5.12 Calculate quantities and prepare cost estimates for each design submittal required for this phase.

Task 6

Stormwater Drainage Design

In cases where the proposed water and sewer improvements will conflict with existing utilities, **Consultant** shall provide complete design services including the following:

- Task 6.1 Provide information on design drawings for utility conflict adjustments.
- Task 6.2 Prepare specifications for construction of improvements.
- Task 6.3 Conduct internal quality assurance procedures and meet with independent consultant for peer review prior to 50 percent design and 90 percent complete design.
- Task 6.5 Calculate quantities and prepare cost estimates for each design submittal required for this phase.
- Task 6.6 Attendance at meetings with City of Miramar, City of Hollywood, City of Pembroke Pines, Broward County, FDOT and other governmental agencies, as required for design but not identified in Task 2.

Task 7

Roadways and Sidewalks Design

In cases where the proposed water and sewer improvements will conflict with existing utilities, **Consultant** shall provide complete design services for restoration including the following:

- Task 7.1 Prepare final design drawings for roadway reconstruction, restoration and/or resurfacing where required (1" = 40' scale).
- Task 7.2 Prepare final design drawings for sidewalk restoration (1" = 40' scale).
- Task 7.3 Prepare roadway construction details.
- Task 7.4 Prepare sidewalk construction details.
- Task 7.5 Prepare pavement markings and signage (scale as appropriate).
- Task 7.6 Prepare specifications for construction of improvements.
- Task 7.7 Conduct internal quality assurance procedures and meet with independent subconsultant for peer review prior to 50 percent design and 90 percent complete design.
- Task 7.8 Calculate quantities and prepare cost estimates for each design submittal required for this phase.

Task 8 Landscaping and Signage Design

In cases where the proposed water and sewer improvements will conflict with existing utilities, landscaping or signage, **Consultant** shall provide complete design services for restoration including the following:

- Task 8.1 Prepare final design drawings for replacement trees, sodding and irrigation using Broward County standards for all area within the Right of Way including medians and swales. (1" = 40' scale).
- Task 8.2 Establish required tree removals, relocations and replacement in accordance with Broward County Department of Environmental Protection and Growth Management Department canopy requirements.
- Task 8.3 Prepare specifications for construction of improvements.
- Task 8.4 Conduct internal quality assurance procedures and meet with independent consultant for peer review prior to 90 percent complete design.
- Task 8.5 Calculate quantities and prepare cost estimates for each design submittal required for this phase.

Task 9 Contract Documents

Consultant shall prepare the bid documents for submittal to Purchasing and the County Attorney's Office.

- Task 9.1 The **Project** will be "bid" separately in three (3) bid packages. A separate set of Contract Documents will be prepared for each of the three (3) Bid Packages. It is acknowledged that each set of Contract Documents for bidding will not be bid concurrently.
- Task 9.2 **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 9.3 **Contract Administrator** and **Consultant** will determine the maximum number of streets to be closed at one time.
- Task 9.4 **Consultant** shall prepare complete technical specifications for the **Project** describing the work and approved materials and equipment.
- Task 9.5 **Consultant** shall prepare amended General Conditions, Supplemental Technical Specifications, addendum, and bid

forms to be incorporated in **County's** Contract Documents.

Task 13

Public Awareness

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

Task 13.1 Attend meetings with Cities, established neighborhood associations or community groups, schools, PTA's and business owners as requested by the **Contract Administrator**.

Task 13.2 Attend meetings and provide coordination as requested by the **Contract Administrator** during construction.

Task 13.3 Public Involvement: **Consultant** shall attend weekly project meeting with the **County** and prepare meeting minutes. **Consultant** shall provide a Public Involvement Program, outlining each element of the public involvement process to the **County** within three (3) weeks of Notice-To-Proceed. This plan indicates the basic public involvement approach for the project.

The plan shall include:

- Prepare a database of homeowners, residents and businesses.
- Prepare project collateral brochures, flyers, fact sheets, notifications, letters, news articles and public notices.
- Respond to inquiries from residents during construction.

Consultant shall provide all support necessary for the public involvement program. Public contact may include various involvement techniques such as: kickoff meetings and project information meetings. For any of the above type of meetings, the **Consultant** shall prepare and provide the following (consistent with the approved Public Involvement Program Statement): advertisement coordination / notification, presentation material, media releases, display advertisements, and general property owners meeting notification letters for **County** review and approval, meeting notification letters to elected and appointed officials and other interested parties, scripts for formal presentation, audio visual aids, briefing of **County** staff and other public officials prior to meeting to ensure thorough

understanding of meeting objectives, all functional specialty personnel, meeting equipment set up and tear down, sufficient **Consultant** staff for one (1) hour before and after the scheduled meeting for interviews with the media and other public information tasks, response to identified issues via letter, newsletter, news release or other appropriate ways, news releases, for use three (3) to five (5) days prior to meeting, and meeting minutes, draft within forty-eight (48) hours and final minutes within seven (7) days.

Task 13.4 Complaint line maintenance: **Consultant** shall establish and maintain a 24-hour call line for resident complaints. The phone line shall be monitored by a live operator from 9am to 5pm, Monday through Friday exclusive of Broward County holidays. All complaints shall be replied to within 24 hours.

Task 13.5 Complaint verification: **Consultant** shall visit the complaint site and establish the validity of complaints. All valid complaints shall be entered into a complaint database and this information shall be coordinated with the contractor or other affected parties to ensure resolution of the complaint.

Task 13.6 Other tasks as required: **Consultant** shall develop public information materials including, but not limited to, mailers, door hangers and other materials required to communicate the project schedule. A log of each attempt to distribute information and responses received will be maintained. **Consultant** shall distribute the contractor's Traffic Impact Reports. **Consultant** shall respond as required to Commissioner requests. **Consultant** shall attend civic association meetings and document the meetings for complaints.

Task 15 Geohydrologic Testing Services

Consultant shall provide the following:

Task 15.1 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 15.2 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.
- Task 15.3 Interface with representatives of the **Construction Contractor** and his dewatering sub-contractor to determine the sequencing of the underground work, pre-drainage requirements for the work zones, the means and methods that shall be used to achieve the required pre-drainage and the staging of the dewatering.
- Task 15.4 Determine the pollutant locations which could be affected by the project dewatering and review of the case files for these facilities to establish the type of contamination that is present and the horizontal and vertical limits of the contaminant plume.
- Task 15.5 Characterization of the aquifer in which the dewatering will be performed to define the nature and thickness of its lithologic materials and such physical properties as permeability, storage coefficient and other hydraulic parameters. This shall be done using data obtained from available technical publications.
- Task 15.6 Utilization of simple flow models and the U.S. Geological Survey three-dimensional, finite difference computer program to predict groundwater lowering caused by the proposed methods of construction dewatering and their potential for affecting movement of contaminant plumes.
- Task 15.7 Where necessary, devise conceptual means and methods that may be deployed to reduce the potential for contaminant plume migration.
- Task 15.8 Performance of computer analyses to identify the effectiveness of the measures identified in Item 5 for preventing movement of the contaminant plumes.
- Task 15.9 Preparation of a conceptual dewatering plan that provides a detailed narrative of the means and methods to be used for groundwater lowering while not inducing pollutant transport from the contaminated locations. This plan shall include details of a program for monitoring of the groundwater lowering caused by the temporary dewatering and determination of groundwater quality at the monitoring locations both prior to and during the

dewatering to confirm that no adverse changes indicative of contaminant plume movement is occurring.

Task 15.10 Aid the **Construction Contractor** in acquiring a BCEPGMD dewatering permit. Install monitoring wells as required by BCEPGMD provide testing and sampling of groundwater during construction dewatering as required by BCDPEP.

3 PHASE II – PERMITTING

3.1. **General - Consultant** shall be responsible for preparing and processing documents for permitting and assisting in obtaining approval from agencies having jurisdiction over this **Project**.

3.2. **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.

3.2.1 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.

3.2.2 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
- Florida Turnpike Authority
- Broward County Public Works Department
- Broward County Aviation Division
- Federal Aviation Authority
- South Florida Water Management District
- Florida Department of Environmental Protection
- Broward County Environmental Protection and Growth Management Department
- U.S. Corps of Engineers
- Broward County Water Management Division
- Municipalities of Hollywood, Pembroke Pines, Miramar and West Park

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

Task 10 Permitting

Consultant shall permit the **Project** separately for each Bid Package.

- Task 10.1 **Consultant** shall prepare applications and 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.
- Task 10.2 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 cost estimate and schedule impacts caused by changes required by the Building Official. **County** shall pay any review fee charged by the Building Official.
- Task 10.3 **Consultant** shall provide two (2) copies of the drawings to the Broward County Highway Construction and Engineering Division (BCHCED), City of Hollywood, Miramar, Pembroke Pines and West Park at 50% Review Point. BCHCED will provide one of the two copies to the Traffic Engineering Division. **Consultant** shall obtain **Contract Administrator** approval if additional fees will be required for early review/approval of design by permitting agencies.
- Task 10.4 **Consultant** shall provide a copy of the plans and technical specifications to any governmental agency (such as the Florida Department of Environmental Protection, 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.

4 PHASE III - BIDDING AND AWARD

4.1 **Consultant** shall, following the **Contract Administrator's** approval of the Contract Documents and of the most recent Statement of Probable Construction Cost, assist **County** in obtaining bids or negotiating proposals and in awarding and preparing construction contracts. **County** may authorize bidding of Bid Packages prior to completion of the Contract Documents Phase. **Consultant** shall provide but not be limited to, the following:

4.1.1 Assist **County** in the preparation of bidding information. **Consultant** will be provided with a copy of the current County Attorney Form, (BCF #170) to be utilized in the development of the Contract Documents for this **Project**.

4.1.2 **Consultant** shall provide a copy of the plans and technical specifications to any governmental agency (such as the Broward County Department of Health and Broward County Environmental Protection and Growth Management Department) from which any approvals are required prior to the public notice for the Invitation to Bid.

4.1.3 **Additional Bid Package Submittal** - Agencies within **County** (the Office of Economic and Small Business Development, Risk Management Division, Purchasing Division, and the County Attorney's Office) have non-technical review responsibility for the Contract Documents for which they may have comments. **Consultant** shall assist **Contract Administrator** in this process by providing copies of Contract Documents, participating in meetings, submissions, resubmissions and discussions with these agencies. **Consultant** shall respond to those comments through **Contract Administrator** within fourteen (14) calendar days of receipt, unless a different time is agreed to by **Contract Administrator**.

4.1.4 **Consultant** shall make copies of the construction drawings and specifications available for purchase to potential bidders, subcontractors and suppliers.

4.2 **Consultant** shall perform the following tasks for Phase III:

Task 11 Bidding Assistance

Task 11.1 **Consultant** shall assist **County** in bidding each Section of the **Project**.

Task 11.2 Reproduce and submit electronic bid documents within three (3) calendar days of receiving a request. **Consultant** will not charge **County** for bid document reproduction.

Task 11.3 Conduct one (1) pre-bid conference and one (1) job walk-through, if necessary.

Task 11.4 Provide timely responses to the inquiries of prospective

bidders by using written addenda. These queries and responses shall be documented and a record of each shall be transmitted to **Contract Administrator** on a same day basis. **Consultant** shall prepare and distribute necessary addenda as approved by the Purchasing Division and the **Contract Administrator**. **Consultant** shall provide **Contract Administrator** a construction cost estimate and schedule impact for each addendum.

Task 11.5 Within seven (7) calendar days of receipt of copies of bids, provided by **County**, evaluate the bids for technical completeness, full responsiveness to technical requirements and prices, including alternative prices and unit prices, and, if requested, shall make a written recommendation to **Contract Administrator** in regard to award of the contract. **County** shall evaluate non-technical bid requirements.

Task 11.6 Provide six (6) sets of contract documents for execution by **County** and **Construction Contractor** upon receipt of documents from **County**.

Task 11.7 Participate to the proportionate extent **Consultant** is responsible, if rebidding or protest hearings are required due to a direct action or lack thereof by **Consultant**, at no cost to **County**.

5 PHASE IV – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

5.1. **Separate Notice to Proceed** - **Contract Administrator** shall issue **Consultant** a separate **Notice to Proceed** for Construction Contract Administration Services.

5.2. The purpose of the Construction Contract Administration Services is to manage the construction of the **Project**. Construction Administration Services will commence with the award of the Construction Contract(s).

5.3. Duties and responsibilities of **Consultant** Construction Manager (CM), Project Manager (PM), Sr. Field Representative and other support who are acceptable to **Contract Administrator** shall include the following tasks for Phase IV:

Task 12 Services During Construction

Task 12.1 Serve as **Consultant's** and **County's** focal point for construction liaison with **Construction Contractor**, working principally through **Construction Contractor's** superintendent to provide assistance in understanding the

intent of the **Contract Documents**. Ideally, all directions given to the **Construction Contractor** will be through the CM.

- Task 12.2 Attend pre-construction conferences, progress meetings and other Project conferences and provide **Contract Administrator** with five (5) sets of 11" x 17" of plans and drawings.
- Task 12.3 Assist in obtaining from **Contract Administrator** additional details or information when required at the job site.
- Task 12.4 Conduct on-site observations/verification of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents. Inform **Contract Administrator** and **Construction Contractor** whenever CM believes that any construction is unsatisfactory, faulty, defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. **Consultant** shall immediately inform **Construction Contractor** of any construction activities requiring a shop drawing submittal. Visually inspect, review, and determine suitability, method of storage, and substitution of materials, equipment and supplies delivered to the construction site.
- Task 12.5 Maintain a set of "as-built" drawings with notes and annotations based on CM's observations. Obtain from **Construction Contractor** measurements and notations on the plans to show field changes in construction and "as-built" conditions.
- Task 12.6 Verify that operating and maintenance procedures are available to **Contract Administrator** before equipment start-up and operator training is conducted by **Construction Contractor** as required by the **Contract Documents** and in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.
- Task 12.7 Accompany visiting inspectors representing public or other agencies having jurisdiction over Project and record the outcome of these inspections in the daily report.
- Task 12.8 Consider and evaluate **Construction Contractor's** suggestions for modifications in drawings or specifications. Conduct on-site observations and verifications of all conditions and

situations which may or have led to a **Construction Contractor** request for a modification of the contract. Notify the **Contract Administrator** in a timely manner of the impending request and an estimate of the cost and time impacts on the Project. Document conditions and situation necessitating the request for a Change Order.

- Task 12.9 Maintain at the job site orderly files for correspondence, meeting minutes, shop drawings and samples submission, reproductions of original construction contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the construction contract documents, progress reports, and other Project related documents. Advise **Contract Administrator** before scheduled major tests, inspections or start of important phases of construction.
- Task 12.10 Keep a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record the names, addresses and telephone numbers of **Construction Contractor**, subcontractors and major suppliers of materials and equipment. The form of daily diary shall be subject to the approval of **Contract Administrator**.
- Task 12.11 Furnish **Contract Administrator** daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site. The form of daily reports shall be subject to the approval of **Contract Administrator**. Report shall be submitted on a bi-weekly basis.
- Task 12.12 Review shop drawings, Change Orders, and applications for payment with **Construction Contractor** for accuracy, completeness and back-up detail to include but not limited to verification of quantities, acceptability of work, percentage of activity completion, quantity of stored material, proper storage of material, deviations from the current, approved schedule.

- Task 12.13 During the course of construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by **Construction Contractor** are applicable to the items actually installed.
- Task 12.14 Before issuance of a determination of substantial completion or final completion, participate in a joint inspection with **Contract Administrator** designees and prepare a list of items requiring completion or correction (punch-list) for approval by the **Contract Administrator**. Provide **Construction Contractor** with an approved copy of the punch list. Update punch-list as corrections are made. Participate in the final inspection.
- Task 12.15 Coordinate with **Contract Administrator** and **Construction Contractor** necessary shutdowns and interruptions of **County's** facilities.
- Task 12.16 Report to **Contract Administrator** as soon as possible the occurrence of any accident.
- Task 12.17 Photograph/video tape critical activities, key events, unsatisfactory performance, disputed activities and general construction progress. Photo/video will be labeled in a manner to clearly identify the significance of the photo/video (what, where, when, why, and who).
- Task 12.18 Provide informational notebook to **Construction Contractor** for the submittal of the Notice of Intent (NOI) to FDEP in accordance with the National Pollutant Discharge Elimination System (NPDES) permit requirement and maintaining the Storm Water Pollution Prevention Plan on file at the construction site.
- Task 12.19 Participate in weekly meetings with **Construction Contractor** and **Contract Administrator's** designee.
- Task 12.20 Provide final certification as required by permitting agencies.
- Task 12.21 Coordinate all geotechnical/material testing as required.
- Task 12.22 Prepare final "as-built" drawings from information, signed and sealed by a Professional Surveyor, supplied by the **Construction Contractor** for each Bid Package to be "released". Final "As-built" drawings shall be signed and sealed by a Professional Engineer/Surveyor in the State of Florida.

- Task 12.23 Provide "As-built" data in Broward County Water and Wastewater Services (BCWWS)/Broward County Water and Wastewater Engineering Division (BCWWED) AutoCAD format and one (1) set signed and sealed black line drawings.
- Task 12.24 Conduct a site inspection within one (1) month prior to the end of the one (1) year warranty expiration, document site inspection in writing, and notify the **Contract Administrator** and **Construction Contractor** of any corrections necessary.
- Task 12.25 Construction Manager/Project Manager:
- a. Shall not undertake any of the responsibilities of **Construction Contractor** or their subcontractors.
 - b. Shall not advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the **Contract Documents**.
 - c. Shall not advise on or issue directions about safety precautions and programs relating to the **Construction Contractor's** work.
 - d. Shall not approve any interruptions or modification of **County's** facilities without the approval of **Contract Administrator**.

6 PHASE V - POST CONSTRUCTION SERVICES. THE PURPOSE OF THE POST CONSTRUCTION SERVICES PHASE IS TO ASSIST THE **COUNTY** WITH THE TRANSFER OF AS-BUILT INFORMATION RELATED TO THE CONSTRUCTION OF THE NEW FACILITIES INTO AN ELECTRONIC MEDIA THAT MAXIMIZES THE **COUNTY'S** ABILITY TO UTILIZE THE INFORMATION EFFICIENTLY WHEN THE FUTURE NEED TO DO SO ARISES.

Task 16 Re-draw As-built Drawings

- Task 16.1 **Consultant** shall provide Record Drawings prepared by redrawing the **Contract Documents** utilizing the as-built information provided by the **Construction Contractor**. All survey fieldwork required to locate the required appurtenances shall be the responsibility of the **Construction Contractor**. The Record Drawings shall be prepared in conformance with the current BCWWS standards, as of the date of this Agreement that require state plane coordinates for key elements and the removal of all original design information that does not reflect the as-built condition.

7 PHASE VI - OPTIONAL ADDITIONAL SERVICES

7.1 **Consultant** shall perform the following tasks for Phase VI:

Task 14 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**.

**EXHIBIT A-1
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: Engineering Design	10%	\$8,385,155
Phase II Permitting	10%	\$320,076
Phase III Bidding and Award	10%	\$170,981
Phase IV Redraw As-builts		\$714,223

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: Hourly Services/Payment

Staff/Personnel	Rate per Hour
Title/Role	\$___/hour
Title/Role	\$___/hour

Table C: Deliverable Not to Exceed Amounts

Phase/Service	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase V	Construction Observation Services	Hourly Rate per Exhibit B		\$7,074,758
Phase V	Public Relations	Hourly Rate per Exhibit B		\$395,281

Table C: Deliverable Not to Exceed Amounts

Phase/Service	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase V	Hydro Geological Studies	Hourly Rate per Exhibit B		54,492
Phase Vi	Additional Services	Hourly Rate per Exhibit B		\$217,797

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

Reimbursable	Not-to-Exceed Amount
Printing, reproduction, or photography	\$29,184
Geotechnical	\$254,690
Permit Fees	\$137,328
Subsurface Utility Engineering	\$169,790
Mobile LiDar	\$75,000

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
Project Title: Professional Engineering Services for District 3C Water System Improvements and Septic Tank Elimination

Consultant/ **Craven Thompson & Associates, Inc**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	x	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$89.00		2.74		\$243.86
Senior Supervising Engineer	\$73.50		2.74		\$201.39
Senior Engineer	\$49.00		2.74		\$134.26
Project Engineer	\$47.00		2.74		\$128.78
Senior CADD Technician	\$35.50		2.74		\$97.27
Dir Construction Management/Project Manager	\$67.00		2.74		\$183.58
Construction Manager	\$55.00		2.74		\$150.70
Senior Field Representative	\$36.00		2.74		\$98.64
Principal Land Surveyor	\$66.00		2.74		\$180.84
Professional Land Surveyor	\$49.50		2.74		\$135.63
Project Surveyor	\$44.55		2.74		\$122.07
Senior CADD/GIS Tech	\$35.50		2.74		\$97.27
Survey Crew - 1 Person	\$32.75		2.74		\$89.74
Survey Crew - 2 Person	\$45.32		2.74		\$124.18
Survey Crew - 3 Person	\$62.89		2.74		\$172.32
Principal Landscape Architect	\$65.50		2.74		\$179.47
Sr Supervising Landscape Architect	\$55.75		2.74		\$152.76
Senior Landscape Architect	\$50.00		2.74		\$137.00
Landscape Architect	\$41.35		2.74		\$113.30
Project Planner	\$35.75		2.74		\$97.96
Clerical	\$32.00		2.74		\$87.68

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
Project Title: Professional Engineering Services for District 3C Water System Improvements and Septic Tank Elimination

Consultant/
Subconsultant Name: **Craven Thompson & Associates, Inc.**
Absolute Civil Engineering Solutions, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
SR.PROJECT ENGINEER/PROFESS	\$54.94		2.31		\$126.91
PROJECT ENGINEER	\$54.11		2.31		\$124.99
STAFF ENGINEER	\$41.13		2.31		\$95.01
INSPECTOR	\$32.48		2.31		\$75.03
TECHNICIAN	\$27.14		2.31		\$62.69
ADMINISTRATIVE STAFF II	\$19.48		2.31		\$45.00
ADMINISTRATIVE STAFF 1	\$15.50		2.31		\$35.81

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
Project Title: District 3C Water System Improvements and Septic Tank Elimination

Consultant/ Subconsultant Name: **Craven Thompson & Associates, Inc.
Chen Moore & Associates**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.86		
Principal	\$108.17		2.86		\$250.00*
Project Director	\$82.69		2.86		\$236.49
Senior Project Manager	\$68.86		2.86		\$196.94
Project Manager	\$63.76		2.86		\$182.35
Senior Engineer	\$54.50		2.86		\$155.87
Project Engineer	\$41.99		2.86		\$120.09
Associate Engineer	\$34.00		2.86		\$97.24
Engineer	\$32.50		2.86		\$92.95
Senior Landscape Architect	\$66.95		2.86		\$191.48
Project Landscape Architect	\$44.57		2.86		\$127.47
Associate Landscape Architect	\$29.81		2.86		\$85.26
Senior Designer	\$43.35		2.86		\$123.98
Designer	\$35.00		2.86		\$100.10
Senior Technician	\$28.05		2.86		\$80.22
Technician	\$26.11		2.86		\$74.67
Senior Construction Specialist	\$40.63		2.86		\$116.20
Construction Specialist	\$32.50		2.86		\$92.95
Engineering Intern	\$15.00		2.86		\$42.90
Administrative Assistant	\$21.22		2.86		\$60.69

Multiplier of 2.86 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (130.04)%

FRINGE = HOURLY RATE X FRINGE (30.00)%

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE) = 2.86

* Maximum Billing Rate will not exceed \$250.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
 Project Title: Professional Engineering Services for District 3C Water System Improvements and Septic Tank Elimination

Consultant/ Subconsultant Name: **Craven Thompson & Associates, Inc.
 Dickey Consulting Services, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Director	\$72.42		2.31		\$167.29
Project Manager	\$45.33		2.31		\$104.71
Document Control	\$32.95		2.31		\$76.11
SR. Project Coordinator/Quality Control	\$32.61		2.31		\$75.33
Project Coordinator	\$28.00		2.31		\$64.68
Administrative Assistant	\$22.00		2.31		\$50.82
Intern	\$18.00		2.31		\$41.58

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
Project Title: Professional Engineering Services for District 3C Water System Improvements and Septic Tank Elimination

Consultant/
Subconsultant Name: **Craven Thompson & Associates, Inc.
Hazen and Sawyer, P.C.**

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	\$96.51	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	\$96.34	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/Senior Consultant	\$97.50	X	3.00	=	\$ 250.00*

Multplier of 3.0 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)% = 3.00

* Maximum Billing Rate will not exceed \$250.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
Project Title: Professional Engineering for District 3C Water System Improvements

Consultant/ Subconsultant Name: **Craven Thompson & Associates, Inc.
Stoner & Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Land Surveyor	\$48.08		2.73		\$131.26
Sr. Professional Land Surveyor	\$39.90		2.73		\$108.93
Professional Land Surveyor	\$37.98		2.73		\$103.69
Field Crew Supervisor	\$27.89		2.73		\$76.14
Survey/CAD Technician	\$23.00		2.73		\$62.79
Survey Crew (3 Person)	\$62.50		2.73		\$170.63
Administrative	\$28.85		2.73		\$78.76

Multiplier of 2.73 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (111.47)%

FRINGE = HOURLY RATE X FRINGE (36.46) %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE = 2.73

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118689P1
Project Title: District 3C Water System Improvements and Septic Tank Elimination

Consultant/
Subconsultant Name: **Craven Thompson & Associates, Inc.
Thompson & Associates, Inc., Civil Engineering**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$83.61		2.99		\$249.99
Sr. Project Manager	\$80.00		2.99		\$239.20
Project Manager	\$75.00		2.99		\$224.25
Senior Engineer	\$70.00		2.99		\$209.30
Engineer	\$65.00		2.99		\$194.35
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

EXHIBIT C Minimum Insurance Requirements

Project: Engineering Services for District 3C Water Improvements and Septic Tank Elimination RFP (103896 & 105020)
Agency: Water and Wastewater Engineering Division


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 checked="" 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	\$500,000	
<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: *Maximum Deductible:	\$3,000,000 3 years \$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>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	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			 <small>cpournal@broward.org cr:cjournal@broward.org 2018.12.26 12:20:59 45007</small> Risk Management Division		

EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
Work Authorization No. _____

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

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

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

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

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

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

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

County

	Contract Administrator	Date
Project Manager	Board or Designee	Date

Contractor

	Signed	Date
Attest	Typed Name	
	Title	

EXHIBIT E
Schedule of Subconsultant Participation

Project No: RFP #PNC2118689P1
Project Title: District 3C Water System Improvements and Septic Tank Elimination
Prime Consultant: Craven Thompson & Associates, Inc.

No.	Firm Name	Discipline
1.	Chen Moore & Associates, Inc.	Civil Engineering
2	Hazen and Sawyer, P.C.	Civil Engineering

EXHIBIT F
CBE Subconsultant Schedule and Letters of Intent

Project No: RFP #PNC2118689P1
Project Title: District 3C Water System Improvements and Septic Tank Elimination
Prime Consultant: Craven Thompson & Associates, Inc.

No.	Firm Name	Discipline
1.	Absolute Civil Engineering Solutions, LLC	Geotechnical Engineering and Testing
2.	Dickey Consulting Services, Inc.	Public Relations
3.	Stoner & Associates., Inc.	Supplemental Surveying and Mapping
4.	Thompson & Associates, Inc., Civil Engineering	Civil Engineering/Construction Services



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.: PNC2118689P1

Project Title: District 3C Water System Improvements and Septic Tank Elimination

Bidder/Offeror Name: Craven, Thompson & Associates, Inc.

Address: 3563 NW 53rd Street City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Patrick J. Gibney, P.E., Vice President, Engineering Phone: (954) 739-6400

CBE Firm/Supplier Name: Absolute Civil Engineering Solutions, LLC

Address: 4121 SW 47th Avenue, Suite 1319 City: Davie State: FL Zip: 33314

Authorized Representative: Tiffany Leal Phone: (954) 349-8797

- 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
Geotechnical Engineering	541380		3.75 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 7/1/19

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Vice President, Engineering Date: 7/12/19

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.

Rev.: June 2018

Compliance Form No. 004



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

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

Solicitation No.: PNC2118689P1

Project Title: District 3C Water System Improvements and Septic Tank Elimination

Bidder/Offeror Name: Craven, Thompson & Associates, Inc.

Address: 3563 NW 53rd Street City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Thomas M. McDonald, President Phone: (954) 739-6400

CBE Firm/Supplier Name: Dickey Consulting Services, Inc.

Address: 1033 NW 6th Street, Suite 206 City: Fort Lauderdale State: FL Zip: 33311

Authorized Representative: Sheryl A. Dickey Phone: (954) 467-6822

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public Relations	541820		2.50 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: July 2019

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: July 12, 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.

Rev.: June 2018

Compliance Form No. 004



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

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

Solicitation No.: PNC2118689P1

Project Title: District 3C Water System Improvements and Septic Tank Elimination

Bidder/Offeror Name: Craven, Thompson & Associates, Inc.

Address: 3563 NW 53rd Street City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Patrick J. Gibney, P.E., Vice President, Engineering Phone: (954) 739-6400

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

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

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

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Land Surveying & Mapping	541370		3.75 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 7/2/2019

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Vice President, Engineering Date: 7/2/19

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.

Rev.: June 2018

Compliance Form No. 004



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

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

Solicitation No.: PNC2118689P1

Project Title: District 3C Water System Improvements and Septic Tank Elimination

Bidder/Offeror Name: Craven Thompson & Associates, Inc.

Address: 3583 NW 53rd Street City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Tom McDonald Phone: 954-739-6400

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

Address: 412 SE 18th Street City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: James Thompson, PE 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		25.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: *James Thompson* Title: President Date: 06/20/2019

Bidder/Offeror Authorized Representative

Signature: *Tom McDonald* Title: President Date: 06/21/2019

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.

Rev.: June 2018

Compliance Form No. 004