



**AGREEMENT BETWEEN BROWARD COUNTY AND  
ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC  
FOR CONTINUING CONSULTANT SERVICES FOR  
BUILDING SAFETY AND WATER MANAGEMENT INSPECTION PROGRAMS  
(RFP # PNC2122764P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Absolute Civil Engineering Solutions, LLC, a Florida limited liability company (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

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

B. Negotiations pertaining to the Services to be performed by Consultant were undertaken with Consultant, and this Agreement incorporates the results of such negotiations.

C. Consultant shall only perform Services under this Agreement for specific Projects as requested by County through executed Work Authorizations. Award of this Agreement to Consultant does not guarantee work will be requested by County, and County’s election not to issue Work Authorization(s) shall not be deemed a breach of this Agreement.

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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of Facilities Management Division or such other person designated by the Director of Facilities Management Division in writing. The Contract Administrator is the representative of County concerning the Project.

1.5. **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.

- 1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.7. **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.8. **Project** means the specific Services assigned to Consultant pursuant to a Work Authorization.
- 1.9. **Purchasing Director** means County’s Director of Purchasing.
- 1.10. **Services** means the work set forth in the Scope of Services, attached as Exhibit A, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project.
- 1.11. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.12. **Subconsultant** means an entity or individual providing Services to County through Consultant. The term “Subconsultant” includes all subcontractors.
- 1.13. **Work Authorization** means the document(s) issued pursuant to this Agreement, setting forth an agreed upon scope of services, payment terms, schedule, deliverables, and other project requirements established by the Contract Administrator. A Work Authorization shall be issued on a County form appropriate to the award authority for joint execution as more fully described in Article 5.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>General Scope of Work</b>
<b>Exhibit A-1</b>	<b>Potential Inspections/Recertification</b>
<b>Exhibit A-2</b>	<b>List of Buildings for Water Management Recertification</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates</b>
<b>Exhibit B-1</b>	<b>Other Permitted Reimbursement</b>
<b>Exhibit C</b>	<b>Minimum Insurance Requirements</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Schedule of Subconsultants</b>
<b>Exhibit F</b>	<b>CBE Subconsultants and Letters of Intent</b>
<b>Exhibit G</b>	<b>Business Associate Agreement</b>
<b>Exhibit H</b>	<b>General Security Requirements</b>

## ARTICLE 3. SCOPE OF SERVICES; WORK AUTHORIZATIONS

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

Agreement (the "Scope of Services"). Consultant shall provide all Services required by the applicable Work Authorization, including all necessary, incidental, desirable, and related activities and services contemplated in Consultant's level of effort. Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County.

3.2. The Scope of Services for a Work Authorization does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. 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 the 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 the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment or a Work Authorization pursuant to the terms of this Agreement. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.2, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3. The Scope of Services for a Work Authorization identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

3.4. County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to 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 the applicable Scope of Services. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

3.5. Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in County's standard form documents or those County documents governing forms of construction delivery. Consultant agrees to meet with County at reasonable times after reasonable notice.

3.6. Work Authorizations. All Services to be performed by Consultant pursuant to the terms of this Agreement must be authorized in writing by a Work Authorization, in accordance with the requirements of this section.

3.6.1 Before any Project is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with an estimate for all charges expected to be incurred for such Project, which estimate shall be reviewed and approved by the Contract Administrator.

3.6.2 Work Authorizations shall be prepared on forms provided by the Contract Administrator, dated, serially numbered, and executed by both County and Consultant.

3.6.3 Work Authorizations shall be approved by County as follows: All Work Authorizations estimated to be Fifty Thousand Dollars (\$50,000.00) or less shall be approved by the Contract Administrator; Work Authorizations estimated to be more than Fifty Thousand Dollars (\$50,000.00) but not more than the County Purchasing Director's delegated authority for an individual contract (currently Five Hundred Thousand Dollars (\$500,000), but as the Procurement Code may be amended) shall be approved by either County's Purchasing Director or the Board; Work Authorizations estimated to be more than the County Purchasing Director's delegated authority for an individual contract shall be approved by the Board.

3.6.4 In no instance may a Work Authorization be issued where the required Services include providing construction contract documents (drawings and specifications) for construction of a Project whose basic construction cost is originally estimated by County to be more than Four Million Dollars (\$4,000,000), or such other amount as set forth in Section 287.055(2)(g), Florida Statutes.

3.6.5 Any change of scope in a Work Authorization requiring charges in excess of the amount approved in the original Work Authorization shall require a written amendment thereto approved pursuant to this section. The Contract Administrator may approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed Fifty Thousand Dollars (\$50,000.00). County's Purchasing Director may approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed the Purchasing Director's delegated authority for an individual contract. The Board shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds the County Purchasing Director's delegated authority for an individual contract. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined herein.

3.6.6 All Work Authorizations shall contain, as a minimum, all of the following information and requirements:

3.6.6.1 The required Scope of Services and any required deliverables.

3.6.6.2 A statement of the method of compensation (maximum amount not to exceed or lump sum), and a budget establishing the amount of compensation and reimbursables to be paid, which amount shall constitute a guaranteed maximum and shall not be exceeded without prior written approval of County. If County does not approve an increase in the guaranteed maximum amount and the need for such action is not the fault of Consultant, the Work Authorization shall be terminated and Consultant shall be paid in full for all work completed to that point but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.6.6.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to the Work Authorization.

3.6.6.4 Any other additional instructions or provisions relating to the Work Authorization.

3.6.7 Work Authorizations shall depict Projects in their entirety and in no case shall Work Authorizations be split in order to meet lower authorization thresholds as described in the Procurement Code.

3.7. Consultant shall complete each Work Authorization and component tasks assigned without regard to whether such completion would cause work to be performed after the expiration date of this Agreement. Any Work Authorization whose duration extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work with additional time and professional fees as otherwise allowed in this Agreement as long as said work is within the Scope of Services originally authorized by the existing Work Authorization. The terms and conditions of this Agreement shall continue to apply to that Work Authorization notwithstanding the expiration of this Agreement.

#### **ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES**

4.1. This Agreement begins on the date it is fully executed by the Parties and ends three (3) years after that date. Consultant shall perform the Services within the time periods specified in the applicable Work Authorization. Time periods shall commence from the date of the applicable Notice to Proceed. County may extend this Agreement for up to two (2) additional one (1) year terms on the same rates, terms, and conditions stated in this Agreement by sending notice of extension to Consultant at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this extension option.

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 the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in any Scope of Services for the Contract Administrator's review.

4.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the 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, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

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

4.5. Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

## **ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

5.1. Amount and Method of Compensation. All Work Authorizations issued pursuant to this Agreement shall not exceed a total of \$140,000 per year, calculated on the basis of the anniversary date of complete execution of the Agreement.

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Work Authorizations in which the method of compensation is a maximum not-to-exceed amount, County shall pay Consultant for Services performed, the Salary Costs specified in the applicable Work Authorization, and reimburse Consultant for reimbursables as described in Section 5.3. The "maximum amount not-to-exceed" method of compensation means that Consultant shall perform all Services set forth for in the applicable Work Authorization for total compensation in the amount of or less than that agreed to by County and Consultant for

each Project. The hourly rates payable by County for Consultant's employees shall be the actual salary rates for each respective employee, provided such rates do not exceed the rates shown on Exhibit B, Maximum Billing Rates, for the applicable employee category.

5.1.2. Lump Sum Compensation. For Work Authorizations in which the method of compensation is lump sum compensation, County shall pay Consultant the lump sum amount stated in the applicable Work Authorization for the Project. Consultant shall perform all Services set forth in the specific Scope of Services for that agreed upon lump sum amount.

5.1.3. Reimbursable Expenses. Subject to Section 5.3, County will reimburse authorized Reimbursable Expenses. Unused amounts of those monies shall be retained by County.

5.1.4. 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.

5.1.5. Subconsultant Fees. Consultant shall bill County for 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.

5.2. Salary Costs. The term "Salary Costs" as used herein shall mean the base 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 the Agreement.

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

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

5.2.3. Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this

Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such County approval, invoice County accordingly.

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

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

5.2.6. Disclosure.

5.2.6.1. On or prior to execution of this Agreement, Consultant shall disclose (i) all Paycheck Protection Program (“PPP”) funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and (ii) any forgiveness of a loan pursuant to Section 1106 of the CARES Act (“Forgiveness”).

5.2.6.2. Consultant represents that the overhead and fringe benefit rates in Exhibit B, Salary Costs, are no higher than the overhead factor and fringe benefit factors in the FAR audit submitted in accordance with Section 5.2 (“Initial FAR”), including, without limitation, the Forgiveness, if any.

5.2.7. Paycheck Protection Program. For any fiscal year of Consultant during the term of this Agreement in which Consultant or any Subconsultant recognizes Forgiveness (“Forgiveness Year”), Consultant shall deliver to County its FAR audit for the Forgiveness Year. The FAR audit for the Forgiveness Year must include, without limitation, calculations of the overhead factor and fringe benefit factor (i) including the Forgiveness (“Forgiveness Rates”), and (ii) excluding the Forgiveness. If Forgiveness is recognized by Consultant or any Subconsultant in fiscal years of Consultant after the period covered by the Initial FAR,

Consultant shall submit to Contract Administrator, no later than six (6) months after the end of the Forgiveness Year, the following:

- (a) FAR audit for such period; and
- (b) Revised Exhibit B, Salary Costs (“Forgiveness Exhibit B”), reflecting updated overhead and fringe benefit rates that are no higher than the Forgiveness Rates.

If the Forgiveness Rates are less than the rates actually paid by County for work performed during the applicable Forgiveness Year, then Consultant shall reimburse County for amounts paid by County in excess of the Forgiveness Exhibit B rates for work performed during the applicable Forgiveness Year. The Forgiveness Rates shall apply and remain in effect for any work performed by Consultant unless and until adjusted pursuant to Section 5.2.

5.2.8. Re-adjustment of Forgiveness Rates. Upon the completion of the fiscal period of Consultant following a Forgiveness Year, Consultant may submit to the Contract Administrator, no later than six (6) months after the end of the applicable Forgiveness Year, the following:

- (a) FAR audit for such period; and
- (b) Revised Exhibit B, Salary Costs (“Adjusted Exhibit B”), reflecting updated overhead and fringe benefit rates that are no higher than such rates in the FAR audit for such period.

If the Adjusted Exhibit B and supporting documentation are approved in writing by the Contract Administrator, the rates set forth in Adjusted Exhibit B shall be the applicable rates for any work performed by Consultant after approval by the Contract Administrator of Adjusted Exhibit B.

5.3. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses (“Reimbursable Expenses”), 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 Reimbursable Expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section.

5.4. Method of Billing.

5.4.1. For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs, Reimbursable Expenses, and Other Permitted Reimbursements 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 all 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 the expense, 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, Other Permitted Reimbursements, 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, 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. 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. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

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 in the manner reasonably designated in writing by Consultant or, if not designated, at the following address: 4121 SW 47th Avenue, Suite 1319, Davie FL 33314.

5.5.5. Payment shall be made to Consultant for services performed after the expiration date of this Agreement so long as the Services were performed pursuant to a Work Authorization issued to Consultant prior to the expiration date of this Agreement. This provision shall not be applicable to an earlier termination for cause or convenience as set forth in Article 8.

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, pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

5.7. Payments to Subconsultants. Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after 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 after 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.

5.8. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs, loss of potential investment returns, and interest.

## **ARTICLE 6. 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.

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

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

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

7.2. Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

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

7.4. Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5. Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by

County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Consultant's compensation in this Agreement.

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

7.7. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7.8. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

7.9. 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 is duly qualified to perform 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 shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

7.10. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

7.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Consultant represents and certifies that Consultant will comply with Section 26-125(d) of the Code for the duration of the Agreement.

7.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

7.13. Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

## **ARTICLE 8. TERMINATION**

8.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, any of the following:

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

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

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

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in

any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement or any Work Authorization may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement or any Work Authorization for convenience including in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with this section. 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. This Agreement or any Work Authorization may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement or any Work Authorization issued under this Agreement is terminated by County pursuant to this section, Consultant shall be paid for any Services properly performed 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, and County shall have no further obligation to pay Consultant for Services under 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 addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

## **ARTICLE 9. INSURANCE**

9.1. For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 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, as may be requested by County, 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 remain in full force and effect without any lapse in coverage 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).

9.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

9.6. If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance 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 insurers 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. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

9.10. If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this article.

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/SBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Consultant shall comply with all applicable requirements of Section 1-81 of the Code 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 or Applicable Law, all such remedies being cumulative.

10.4. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County,

Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

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 of the Code) 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 of the Code. 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. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. 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 of the Code, 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 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 Commitment. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. 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 claims of nonpayment or exercising any right stated in Section 5.7.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, in their native file format, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work

are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all Subconsultant(s).

11.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

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

11.3.2. 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 Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. 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 requirements of Applicable Law 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.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Consultant must promptly identify the specific applicable statutory

section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of County's obligation to treat the records as Restricted Material. Consultant must 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 nondisclosure of Restricted Material in response to a third-party request.

**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) 357-5500, LBANKS@BROWARD.ORG, 115 S. ANDREWS AVENUE, SUITE 501, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. Consultant and all Subconsultants 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. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. 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 Applicable 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, e-mails, 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, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

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

Consultant shall, by written contract, require all 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 reveals 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, in addition to making adjustments for the overcharges, Consultant shall pay the reasonable cost of County's audit. 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.

11.5. 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.

11.6. Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.7. Indemnification of County. Consultant shall indemnify and hold harmless County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall

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

11.8. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.9. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Consultant.

11.10. Notices. Unless otherwise stated herein, for 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). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County Facilities Management Division  
Attn: Scott Campbell  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301  
Email address: scampbell@broward.org

FOR CONSULTANT:

Absolute Civil Engineering Solutions, LLC  
Attn: Tiffany Leal  
4121 SW 47<sup>th</sup> Avenue, Suite 1319  
Davie, FL 33314  
Email address: tleal@absoluteces.com

11.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections thereof, 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. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

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

11.13. Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

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

11.15. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.16. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

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

11.18. Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's 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 legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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

11.20. Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

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

11.23. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

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

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

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

11.26. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Consultant is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Consultant shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx), attached as Exhibit G. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Consultant shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Consultant's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.27. Payable Interest.

11.27.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, whether signed physically or electronically, 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. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.31. Construction Apprenticeship Program. If this Agreement is a construction contract as defined in Section 26-9 of the Code, Consultant represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Code.

(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 \_\_\_\_\_, 2022, and CONSULTANT, signing by and through its \_\_\_\_\_ President \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2022

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

By: MBE 9-12-2022  
McKillop B. Erlandson (Date)  
Assistant County Attorney

By: MBE 9-12-2022  
(On Behalf of Michael Kerr)  
Michael J. Kerr (Date)  
Deputy County Attorney

MBE  
Absolute Civil Engineering Agmt PNC2122764P1  
08/26/2022  
#611880

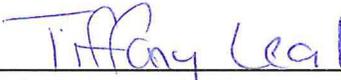


**AGREEMENT BETWEEN BROWARD COUNTY AND  
ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC  
FOR CONTINUING CONSULTANT SERVICES FOR  
BUILDING SAFETY AND WATER MANAGEMENT INSPECTION PROGRAMS  
(RFP # PNC2122764P1)**

CONSULTANT

**ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC**

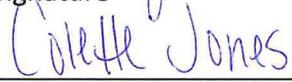
By:   
Authorized Signer

  
Print Name and Title

31 day of August, 2022

WITNESS:

  
Signature

  
Print Name of Witness above



## **Exhibit A Scope of Work**

Consultant will provide professional services as requested by County for Building Safety Inspection Recertification and Surface Water Management System Recertification programs for Facilities Maintenance Division (FMD) and other County agencies.

### **1. Building Safety Inspection Recertification**

- A. The Building Safety Inspection Recertification includes inspection and recertification of structural, electrical, and safety systems for County buildings 40-years or older, and every 10-years thereafter, required for compliance with Broward County Board of Rules and Appeals (BORA), Broward County Building Safety Inspection Program (Inspection Program), or as amended.
- B. The Inspection Program, including recertification documents, and applicable Policy #05-05 are available at:  
<https://www.broward.org/CodeAppeals/Documents/Broward%20County%20Building%20Safety%20Inspection%20Program.pdf> (last revised 01/09/20), which is incorporated herein.
- C. The Inspection Program includes checklists and guidelines that Consultant is required to use for inspecting County-owned buildings for structural integrity and electrical safety.
- D. Consultant shall investigate the building, research applicable Florida Building Codes, and complete inspection forms. Consultant will complete and provide a report, based on inspections, as per Inspection Program requirements.
- E. The inspection and report are to confirm in “reasonable fashion” (per Inspection Program) that the building or structure under consideration is safe for continued use under the present occupancy. The following inspections shall be used as applicable to make such determinations. More information about each can be found in the Inspection Program link, under General Considerations.
  - 1. Visual Examination
  - 2. Testing Procedures
  - 3. Manual Procedures
- F. Consultant shall provide the detailed reports and inspections to County and to the applicable building department (based on location), based on BORA Policy #05-05. If any deficiencies are found, a re-inspection/report must be completed after correction/repairs are completed.

- G. County will provide Consultant with the buildings/facilities requiring inspections (or subsequent 10-year review) based on Notice of Required Inspections received or anticipated to be received by applicable building department (based on location).
1. If a building is in good maintenance and not needing repairs, the report can be deemed final and submitted for recertification.
  2. If a building is found to have deficiencies, Consultant shall forward the initial report (including detailed repairs required) to County (including the Contract Administrator, the building manager, and maintenance staff) for solicitation, procurement, and completion of the necessary repairs. Once the repairs are complete, County will notify Consultant. Consultant must then reinspect the facility and issue a final report of recertification, if appropriate.
  3. If there are any immediate/life safety issues uncovered during inspections, Consultant shall immediately notify County, in writing and verbally, within 48 hours.

## **2. Surface Water Management System Recertification:**

- A. The Surface Water Management System Recertification includes inspection and recertification of County facility sites' surface water management systems every five years to maintain a surface water management operational license issued by Broward County Environmental Protection and Growth Management Department (EPGMD) [now known as Resilient Environment Department]. The operation license shall be renewed in accordance with [Section 27-198\(d\)\(2\)](#) of Broward County Code of Ordinances. Refer to South Broward Drainage District guidelines for requirements on the 5-Year Drainage Re-Certification. Additional information can be found at the following link: [Water & Wetlands Surface Water Management Program \(broward.org\)](http://www.broward.org)
- B. County will provide Consultant the surface water management system(s) to complete recertification. County will provide property information, as-built drawings (if available), and site access.
- C. Consultant shall certify all components of the surface water management system and that it is in substantial conformance with the construction plans and specifications as licensed by the Broward County Resilient Environment Department (ERD).
1. If there are deficiencies in the functioning of the surface water management system, Consultant shall forward to County (including the Contract Administrator, the building manager, and maintenance staff) the list of deficiencies. Consultant may be required then reinspect the system (and/or complete water quality monitoring on a case-by-case basis) as directed by County.

### 3. Work Authorizations

County will provide the Consultant the buildings/systems requiring inspections/recertifications based on the required due dates. Work Authorizations will be negotiated and/or purchase orders issued based on the hourly and/or negotiated rates (based on type of inspection and/or size of facility) set forth in **Exhibit B, Maximum Billing Rates**, and in accordance with Section 5.2, and **Exhibit B-1, Professional Service Fees** (specific for Building Inspection Program). Work performed for Surface Water Management System Recertification will be invoiced based on hourly (maximum billing) rates.

County makes no guarantee as to the total quantity of services to be purchased from Consultant under the Agreement. County reserves the right to issue work authorizations as it deems appropriate (including prior to BORA or County notification).

### 4. Potential Inspections/Recertifications

The list of buildings that may require inspections, recertifications, and/or water management recertification over the Agreement's term are stated in **Attachment A-1, Potential Inspections/Recertifications**, and **Attachment A-2, List of Building for Water Management Recertification**. This list contains potential inspections only, is not a comprehensive list, and is subject to modification, changes, and additions by written notice from County.

### 5. Time for Completion

Consultant must complete the inspections and/or recertifications in accordance with each governing body's schedule, including all the location/system's required due dates and re-inspections, including as amended (e.g., BORA or ordinance changes).

### 6. Re-Inspections Must be Performed in a Timely Manner

Any re-inspections, after completion of repair work/correction of deficiencies, must be completed in a timely manner, with a mutual agreeable timeframe between County and Consultant.

## Exhibit A-1 Potential Inspections/Recertifications

Attachment A-1, Potential Inspections Recertification Buildings							
Folio	Building Description	Address	City	Zip Code	Effective Year Built	Folio Building Sq. Ft.	
484121140010	BROWARD ADDICTION RECOVERY CENTER (BARC) - BOOHER BLDG	3275 NW 99 WAY	CORAL SPRINGS	33065	1986	52,822	
484202000111	NORTH REGIONAL COURTHOUSE	1600 W HILLSBORO BLVD	DEERFIELD BEACH	33442	1978	196,905	
484217000050	TRADEWINDS PARK & STABLES - PARK SITE	3600 W SAMPLE RD	COCONUT CREEK	33073	1975	53,180	
484220040010	TRADEWINDS PARK & STABLES - PARK SITE	3600 W SAMPLE RD	COCONUT CREEK	33073	1973	32,538	
484222000190	FIRE STATION 51	3190 N POWERLINE RD	POMPANO BEACH	33069	1973	6,120	
484228070040	TRANSIT O&M NORTH - BLDG 2 - MAINTENANCE	3201 W COPANS RD	POMPANO BEACH	33069	1988	157,957	
484228070040	TRANSIT O&M NORTH - BLDG 3 - OPERATIONS	3201 W COPANS RD	POMPANO BEACH	33069	1988	157,957	
484228070040	TRANSIT O&M NORTH - BLDG 4 - OPERATIONS	3201 W COPANS RD	POMPANO BEACH	33069	1988	157,957	
484228070040	TRANSIT O&M NORTH - BLDG 5 - BUS WASH	3201 W COPANS RD	POMPANO BEACH	33069	1988	157,957	
484228070040	TRANSIT O&M NORTH - BLDG 6 - FUEL CENTER	3201 W COPANS RD	POMPANO BEACH	33069	1988	157,957	
484228070040	TRANSIT O&M NORTH - GUARDHOUSE (COPANS ROAD)	3201 W COPANS RD	POMPANO BEACH	33069	1988	157,957	
484228250010	FLEET SERVICE 3 & 4 (BLOUNT RD)	1600 BLOUNT RD	POMPANO BEACH	33069	1983	43,481	
484228250010	FLEET SERVICE FUEL STATION (BLOUNT RD)	1600 BLOUNT RD	POMPANO BEACH	33069	1983	43,481	
484228250010	HIGHWAY & BRIDGE MAINTENANCE - ADMINISTRATION BUILDING	1600 BLOUNT RD	POMPANO BEACH	33069	1983	43,481	
484228250010	HIGHWAY & BRIDGE MAINTENANCE - GUARD HOUSE	1600 BLOUNT RD	POMPANO BEACH	33069	1983	43,481	
484228250010	HIGHWAY & BRIDGE MAINTENANCE - MEETING HALL	1600 BLOUNT RD	POMPANO BEACH	33069	1983	43,481	
484228250010	HIGHWAY & BRIDGE MAINTENANCE - WAREHOUSE	1600 BLOUNT RD	POMPANO BEACH	33069	1983	43,481	
484233110020	JAN MORAN COLLIER CITY LEARNING LIBRARY	2800 NW 9 CT	POMPANO BEACH	33069	1983	15,988	
494033010030	MARKHAM PARK & TARGET RANGE - PARK SITE	16001 W STATE RD 84	SUNRISE	33326	1978	18,301	
494205000041	FERN FOREST NATURE CENTER - PARK SITE	201 LYONS RD S	COCONUT CREEK	33063	1985	10,114	
494221000410	EASTERLIN - PARK OFFICE	1000 NW 38 ST	OAKLAND PARK	33309	1977	40,317	
494221000410	PARKS ADMINISTRATION COMPLEX - NORTH BUILDING	950 NW 38 ST	OAKLAND PARK	33309	1977	40,317	
494221000410	PARKS ADMINISTRATION COMPLEX - PARK SITE	950 NW 38 ST	OAKLAND PARK	33309	1977	40,317	
494221000410	PARKS ADMINISTRATION COMPLEX - SOUTH BUILDING	950 NW 38 ST	OAKLAND PARK	33309	1977	40,317	
494221000410	PURCHASING WAREHOUSE	960 NW 38 ST	FORT LAUDERDALE	33309	1977	40,317	
494230000292	BSO SERVICE CENTER	2001 NW 31 AVE	LAUDERDALE LAKES	33311	1995	15,555	
504004000010	RADIO TOWER - MARKHAM PARK	16001 W STATE RD 84	SUNRISE	33326	1978	28,796	
504104270010	GOVERNMENTAL CENTER WEST - GARAGE	1 N UNIVERSITY DR	PLANTATION	33324	1988	301,854	
504104270010	GOVERNMENTAL CENTER WEST - GOVERNMENTAL CENTER WEST	1 N UNIVERSITY DR	PLANTATION	33324	1988	301,854	
504104400010	EMERGENCY OPERATIONS CENTER	201 NW 84 AVE	PLANTATION	33324	1987	289,650	
504104400010	FMD WEST REGIONAL MAINTENANCE	300 N PINE ISLAND RD	PLANTATION	33324	1987	289,650	
504104400010	WEST REGIONAL BUS TERMINAL & WEST REGIONAL COURTHOUSE CHILLER PLANT	100 N PINE ISLAND RD	PLANTATION	33324	1987	289,650	
504104400010	WEST REGIONAL COURTHOUSE	100 N PINE ISLAND RD	PLANTATION	33324	1987	289,650	
504104400010	WEST REGIONAL LIBRARY	8601 W BROWARD BLVD	PLANTATION	33324	1987	289,650	
504104400010	WEST REGIONAL LIBRARY GARAGE	111 NW 84 AVE	PLANTATION	33324	1987	289,650	
504137010800	SUNVIEW PARK - COMMUNITY CENTER	1500 SW 42 AVE	FORT LAUDERDALE	33317	1972	7,442	
504137011180	FMD HVAC SHOP	1249 SW 44 TER	FORT LAUDERDALE	33317	1971	6,056	
504137011873	EXTENSION EDUCATION	3245 COLLEGE AVE	DAVIE	33314	1975	10,313	
504204230140	OFFICE OF JUSTICE SERVICES	624 NW 15 WAY	FORT LAUDERDALE	33311	1988	5,432	
504205000140	REVEREND SAMUEL DELEVOE MEMORIAL PARK - COMMUNITY CENTER	2520 NW 6 ST	FORT LAUDERDALE	33311	1984	9,593	
504205141140	BOYS AND GIRLS CLUB OF BROWARD COUNTY (HAROLD REITMAN CLUB)	3025 W BROWARD BLVD	FORT LAUDERDALE	33311	1980	12,794	
504210010600	2ND AVENUE WAREHOUSE - CLERK OF COURT ARCHIVES	515-B SW 2 AVE	FORT LAUDERDALE	33301	1988	30,762	
504210010600	2ND AVENUE WAREHOUSE - STATE ATTORNEY ARCHIVES	519 & 529 SW 2 AVE	FORT LAUDERDALE	33301	1988	30,762	
504210015810	STATE ATTORNEY (LTS BLDG)	16 SE 6 ST	FORT LAUDERDALE	33301	1956	9,145	
504210020010	GOVERNMENTAL CENTER EAST - ANNEX	25 S ANDREWS AVE	FORT LAUDERDALE	33301	1977	87,474	
504210020050	GOVERNMENTAL CENTER EAST - GOVERNMENTAL CENTER	115 S ANDREWS AVE	FORT LAUDERDALE	33301	1986	278,543	
504210110130	NANCY J. COTTERMAN CENTER (SATC)	400 NE 4 ST	FORT LAUDERDALE	33301	1956	9,882	
504210230010	MAIN LIBRARY	100 S ANDREWS AVE	FORT LAUDERDALE	33301	1986	263,602	
504210850010	BCJC - EAST BUILDING	201 SE 6 ST	FORT LAUDERDALE	33301	1988	1,773,724	
504210850010	BCJC - NORTH BUILDING	201 SE 6 ST	FORT LAUDERDALE	33301	1988	1,773,724	
504210850010	BCJC - WEST BUILDING	201 SE 6 ST	FORT LAUDERDALE	33301	1988	1,773,724	
504210900010	VINETTE CAROL THEATER	503 SE 6 ST	FORT LAUDERDALE	33301	1970	6,932	
504214360010	BROWARD COUNTY CONVENTION CENTER	1950 EISENHOWER BLVD	FORT LAUDERDALE	33316	1990	2,228,792	
504214150010	BUILDING 612/PUBLIC WORKS	1501 SE 22 ST	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	BUILDING 66/PUBLIC WORKS	2401 EISENHOWER BLVD	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	BUILDING 67/PUBLIC WORKS	1751 SE 25 ST	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	BUILDING 68/PUBLIC WORKS	1651 SE 22 ST	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	BUILDING 69/PUBLIC WORKS	1530 SE 24 ST	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	CHECKPOINT #3 EISENHOWER BOULEVARD	2401 EISENHOWER BLVD	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	FORMER MOLASSES TANK FARM	2501 EISENHOWER BLVD	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	TERMINAL 2	1900 SE 23 ST	FORT LAUDERDALE	33316	1967	2,228,792	
504214150010	TERMINAL 4 AND PARKING GARAGE	1800 SE 20 ST	FORT LAUDERDALE	33316	1967	2,228,792	
504217200040	RIVERLAND BRANCH LIBRARY	2710 DAVIE BLVD	FORT LAUDERDALE	33312	1970	11,162	
504222030130	NATIONAL GUARD ARMORY (LEASED)	400 SW 24 ST	FORT LAUDERDALE	33315	1955	36,310	
504222030140	FLEET SERVICE 2	2515 SW 4 AVE	FORT LAUDERDALE	33315	1969	19,119	
504222240020	FLORIDA DEPT OF HEALTH (CLINIC BLDG)	2421 SW 6 AVE	FORT LAUDERDALE	33315	1975	61,485	
504222240020	FLORIDA DEPT OF HEALTH (OPERATIONS BLDG)	2421-A SW 6 AVE	FORT LAUDERDALE	33315	1975	61,485	
504223140020	FOREIGN TRADE ZONE (FTZ) BUILDING A	3400 MCINTOSH RD	HOLLYWOOD	33316	1979	294,066	
504223140020	FOREIGN TRADE ZONE (FTZ) BUILDING B	3400 MCINTOSH RD	HOLLYWOOD	33316	1979	294,066	
504223140020	FOREIGN TRADE ZONE (FTZ) BUILDING E	3500 MCINTOSH RD	HOLLYWOOD	33316	1979	294,066	
504223140020	FOREIGN TRADE ZONE (FTZ) BUILDING F	3500 MCINTOSH RD	HOLLYWOOD	33316	1979	294,066	
504223140020	FOREIGN TRADE ZONE (FTZ) OFFICE BUILDING C	3400 MCINTOSH RD	HOLLYWOOD	33316	1979	294,066	
504223140020	HIGHWOODS/FLORIDA HOLDINGS, L.P.	1790 ELLER DR	HOLLYWOOD	33316	1979	294,066	
504223140021	FOREIGN TRADE ZONE (FTZ) BUILDING E	3500 MCINTOSH RD	HOLLYWOOD	33316	1979	115,352	
504223140021	FOREIGN TRADE ZONE (FTZ) BUILDING F	3500 MCINTOSH RD	HOLLYWOOD	33316	1979	115,352	
504223190010	THE GOVERNMENT OF THE UNITED STATES OF AMERICA (U.S. CUSTOMS & BORDER PROTECTION)	3700 MCINTOSH RD	HOLLYWOOD	33316	1979	115,352	
504223190010	PORT ADMINISTRATION BUILDING	1850 ELLER DR	FORT LAUDERDALE	33316	1980	75,353	
504223250020	BUILDING 611/AMMAN BUILDING	3200 SE 14 AVE	HOLLYWOOD	33316	1972	37,978	
504223250020	ID OFFICE	1560 SE 24 ST	HOLLYWOOD	33316	1972	37,978	
504223250020	PITTSVILLE SERVICES, INC. LEASE	1580 SE 24 ST	HOLLYWOOD	33316	1972	37,978	
504223250020	U.S. CUSTOMS HOUSE	1601 SE 22 ST	HOLLYWOOD	33316	1972	37,978	
504224040010	BUILDING 28	2110 ELLER DR	HOLLYWOOD	33316	1988	161,826	
504224040010	BUILDING 28A/ELECTRICIAN SHOP	2049 SE 35 ST	HOLLYWOOD	33316	1988	161,826	
504224040010	BUILDING 28A/NOT LEASED	2051 SE 35 ST	HOLLYWOOD	33316	1988	161,826	

Attachment A-1, Potential Inspections Recertification Buildings						
Folio	Building Description	Address	City	Zip Code	Effective Year Built	Folio Building Sq. Ft.
504224040010	LINEHANDLER OFFICE	3512 SE 19 AVE	HOLLYWOOD	33316	1968	161,826
504223250012	TERMINAL 29	2600 EISENHOWER BLVD	HOLLYWOOD	33316	1998	161,826
504224020010	TUGZ COMPANY LLC D/B/A MCALLISTER TOWING OF PORT EVERGLADES LEASE	2200 ELLER DR	HOLLYWOOD	33316	1995	161,826
504224050010	TERMINAL 21	2021 ELLER DR	HOLLYWOOD	33316	1995	265,923
504224050010	TERMINAL 25	2026 ELLER DR	HOLLYWOOD	33316	1995	265,923
504224050010	TERMINAL 26	2028 ELLER DR	HOLLYWOOD	33316	1995	265,923
514011020010	C.B. SMITH PARK - ADMINISTRATION	900 N FLAMINGO RD	PEMBROKE PINES	33028	1980	65,195
514011020010	C.B. SMITH PARK - CAMPGROUND RV	900 N FLAMINGO RD	PEMBROKE PINES	33028	1980	65,195
514011020010	C.B. SMITH PARK - TENNIS COMPLEX	900 N FLAMINGO RD	PEMBROKE PINES	33028	1980	65,195
514201024240	HOLLYWOOD NORTH BEACH PARK - PARK SITE	3601 N OCEAN DR	HOLLYWOOD	33019	1998	4,702
514205000360	T.Y. (TOPEEKEEGEE YUGNEE) PARK - CONCESSION	3300 N PARK RD	HOLLYWOOD	33021	1957	45,378
514205000360	T.Y. (TOPEEKEEGEE YUGNEE) PARK - MAIN OFFICE	3300 N PARK RD	HOLLYWOOD	33021	1957	45,378
514205000360	T.Y. (TOPEEKEEGEE YUGNEE) PARK - TY SE DISTRICT MAINTENANCE OFFICE	3300 N PARK RD	HOLLYWOOD	33021	1957	45,378
514209056020	SOUTH REGIONAL MAINTENANCE (NEW)	2326 THOMAS ST	HOLLYWOOD	33020	1963	4,405
514219140010	CARVER RANCHES BRANCH LIBRARY	4735 SW 18 ST	WEST PARK	33023	1982	15,617
514219140010	SOUTH REGION FAMILY SUCCESS CENTER	4733 SW 18 ST	WEST PARK	33021	1982	15,617
514219160010	SOUTH REGIONAL HEALTH CENTER	4105 PEMBROKE RD	HOLLYWOOD	33021	1971	38,237

Note: This list contains potential building inspections only and is not a comprehensive list.  
 \*\* Folio Building square footage is for all properties listed in folio and not by individual building.

## Exhibit A-2 List of Buildings for Water Management Recertification

Attachment A-2, List of Buildings for Water Management Recertification						
Application No	Status	Created Date	Issued Date	Renewal Date	Project Name and License No.	Address
L2002-167	Operation	10/18/2008	8/20/2002	8/20/2012	BOYS AND GIRLS CLUBS OF BROWARD CO - CARVER RANCHES, SWM1992-064-2	2205 SW 44TH AVE, West Park, FL
L2001-167	Operation	10/18/2008	9/17/2001	6/30/2023	HOLLYWOOD LIBRARY at STIRLING, SWM2001-144-0	3151 STIRLING RD, Hollywood, FL 33312
L2000-072	Operation	10/18/2008	8/21/2000	2/3/2023	AFRICAN-AMERICAN LIBRARY & CULTURAL CENTER, SWM2000-160-0	2650 SISTRUNK BLVD, Unincorporated Broward County, FL 33311
L1999-195	Operation	10/18/2008	1/13/2000	1/27/2023	BRO. CO. WOMEN'S DETENTION FACILITY, SWM1996-091-2	2421 NW 16TH ST, Pompano Beach, FL 33069
L1996-039	Operation	10/18/2008	4/18/1996	2/3/2003	NORTH REGIONAL PUBLIC HEALTH CENTER, SWM1996-047-0	205 NW 6TH AVE, Pompano Beach, FL 33060
L1992-031	Operation	10/18/2008	7/24/1992	1/18/2025	SUNRISE BRANCH LIBRARY, SWM1992-046-0	10500 W OAKLAND PARK BLVD, Sunrise, FL 33351
<b>Note: This list contains potential buildings for water management recertification only and is subject to changes and additions.</b>						

**Exhibit B  
Maximum Billing Rates**

Project No: PNC2122764P1  
 Project Title: Consulting Services for Building Safety  
 Consultant/ Absolute Civil Engineering Solutions, LLC  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Project Engineer/Professional	\$58.29		2.31		\$134.65
Project Engineer/Professional	\$53.50		2.31		\$123.59
Staff Engineer/Professional	\$45.00		2.31		\$103.95
Structural Inspector	\$44.00		2.31		\$101.64
Electrical Inspector	\$44.00		2.31		\$101.64
Mechanical Inspector	\$44.00		2.31		\$101.64
Plumbing Inspector	\$44.00		2.31		\$101.64
Cost Estimator	\$30.96		2.31		\$71.50
CAD Drafter	\$30.96		2.31		\$71.50
Administrative Staff II	\$22.50		2.31		\$51.98
Administrative Staff I	\$20.00		2.31		\$46.20

Multiplier of X.XX is calculated as follows:

$$\text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD (X.XX\%)}$$

$$\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (X.XX\%)}$$

$$\text{OPERATING MARGIN} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN (X.XX\%)}$$

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

**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-1  
Professional Services Fees**

- 1. Structural Inspections** per the Inspection Program referenced in Exhibit A and the associated BORA minimum inspection guidelines for building safety inspection - structural. To include the following for preparation of the Structural Building Safety Inspection Report Form.

1.1	Minimum Inspection Fee	Lump Sum <u>\$935.00</u>
1.2	Inspection fee, in addition to minimum inspection fee (1.1) per building area square footage (including roof).	
	(Under 15,000 square feet)	(\$0.06/square foot)
	(15,000 to 45,000 square feet)	(\$0.06/square foot)
	(45,001 to 80,000 square feet)	(\$0.05/square foot)
	(80,001 to 120,000 square feet)	(\$0.05/square foot)
	(Over 120,000 square feet)	(\$0.04/square foot)

- 2. Electrical Inspections** per the Inspection Program referenced in Exhibit A and the associated BORA minimum inspection guidelines for building safety inspection electrical. To include the following for preparation of the Electrical Building Safety Inspection Report Form.

2.1	Minimum Inspection Fee	Lump Sum <u>\$935.00</u>
2.2	Inspection fee, in addition to minimum inspection fee (2.1) per building area square footage.	
	(Under 15,000 square feet)	(\$0.06/square foot)
	(15,000 to 45,000 square feet)	(\$0.06/square foot)
	(45,001 to 80,000 square feet)	(\$0.05/square foot)
	(80,001 to 120,000 square feet)	(\$0.05/square foot)
	(Over 120,000 square feet)	(\$0.04/square foot)

\* Square footages will be agreed-upon by both parties before a dollar amount is accepted.  
Re-inspections (electrical or structural) will be based on Maximum Billing Rates, per Exhibit B.

## Exhibit C Minimum Insurance Requirements

**Project:** Consulting Services for 40-Year Building Safety Inspection Program and Surface Water Management System  
**Agency:** Facilities Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input 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>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input checked="" type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying, and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:	*Varies	
<input type="checkbox"/> <b>INSTALLATION FLOATER</b> <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be listed as additional insured and Loss Payee.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10,000	

**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

 Digitally signed by  
COLLEEN A. POUNALL  
Date: 2020.12.02  
12:52:47 -05'00'  
Risk Management Division

**Exhibit D**  
**Work Authorization No. [ ] under**  
**Agreement [ ] between Broward County and [ ]**  
**for [ ]**

1. This Work Authorization is issued pursuant to the Agreement between Broward County (“County”) and [ ] (“Consultant”) (collectively referred to as the “Parties”) for [ ] (the “Agreement”), dated [ ].

2. This Work Authorization directs Consultant to provide the services described in Exhibit A of this Work Authorization and is issued pursuant to Article 3 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Services identified in Exhibit A to this Work Authorization as payable on a “Maximum Amount Not-To-Exceed” basis based upon the Salary Costs as described in Section 5.2 of the Agreement and Exhibit B of this Work Authorization, up to a maximum not-to-exceed amount of \$[ ].

3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a “Lump Sum” basis and as set forth in Exhibit B of this Work Authorization, in a total lump sum amount of \$[ ].

3.1.3 Reimbursable Expenses. County has established a maximum not-to-exceed amount of \$[ ] for potential Reimbursable Expenses for work under this Work Authorization, which may be utilized pursuant to Section 5.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

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

[ ] calendar days (“Time for Performance”);  
 the time periods specified in the Project Schedule included in Exhibit A (“Time for Performance”); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit A to this Work Authorization on or before the

Time for Performance set forth above, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service:

**Services**

**Amount**

\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute and complete, the service in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 11.7, Indemnification of County.

5. CBE Commitment.

5.1 The Commitment for this Work Authorization is [\_\_\_\_\_]%. However, Consultant shall remain obligated to meet the Commitment of CBE participation percentage for the total dollar amount of services performed under the Agreement and Work Authorizations by utilizing the CBE firms for the work and dollar values described in Section 5.2 below.

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit [\_\_\_\_\_] of the Agreement).

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. [\_\_\_\_]: BROWARD COUNTY, by and through its [\_\_\_\_], as authorized pursuant to Section 3.6 of the Agreement, and [\_\_\_\_], signing by and through its [\_\_\_\_], duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its [\_\_\_\_\_]

By \_\_\_\_\_

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

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

By \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_  
Senior/Assistant County Attorney

By \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_  
Senior/Assistant County Attorney

CONSULTANT

WITNESS:

[Insert Consultant Name]

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name

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

**Exhibit E**  
**Schedule of Subconsultants**

Project No:        Project Number  
Project Title:     Project Title  
Facility Name:    Facility Name

---

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	SAMPLE	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

## Exhibit F CBE Subconsultants and Letters of Intent

Broward County Board of  
County Commissioners

PNC2122764P1



### 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.: PNC2122764P1

Project Title: Consulting Services for Building Safety and Water Management Inspection Programs

Bidder/Offeror 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

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 <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Consulting Services for Building Safety and Water Management Inspection Programs	541330		100.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 2/18/22

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: President Date: 2/18/22

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

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

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

## Exhibit G

### **BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND BUSINESS ASSOCIATE ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC**

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and Absolute Civil Engineering Solutions, LLC, with its principal office located at 4121 SW 47th Avenue, Suite 1319, Davie, FL 33314 (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the (the “Agreement”).

#### RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

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

#### **Section 1: Definitions**

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In

determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

### **Section 2: Effective Dates**

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the "Effective Date").

### **Section 3: Confidentiality**

3.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

3.2  If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

### **Section 4: Obligations and Activities of Business Associate**

#### Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed

only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

#### Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.11 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 or HIPAA Laws.

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate

of the Secretary from time to time.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.
- c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred

(500) individuals within the same state or jurisdiction during the incident.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

#### Mitigation of Breach

4.17 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.18 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.19 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.21 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

#### Available Books and Records

4.22 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business

Associate's compliance with HIPAA Laws.

### **Section 5: Obligations of County**

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

### **Section 6: Term and Termination**

6.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the later of (a) expiration or earlier termination of the Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.3 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.4 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

### **Section 7: Miscellaneous**

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

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**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND BUSINESS ASSOCIATE ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC**

WHEREAS, the Parties have made and executed this Business Associate Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE, signing by and through its \_\_\_\_\_ President \_\_\_\_\_, duly authorized to execute same.

**BROWARD COUNTY**

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name of Witness)

By  9-12-2022  
Assistant County Attorney (Date)  
McKillop Erlandson

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND BUSINESS ASSOCIATE ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC**

**BUSINESS ASSOCIATE**

**ABSOLUTE CIVIL ENGINEERING SOLUTIONS, LLC**

By: [Signature]

Name: Tiffany Leal

Title: President

31 day of August, 2022

STATE OF Florida

COUNTY OF Broward

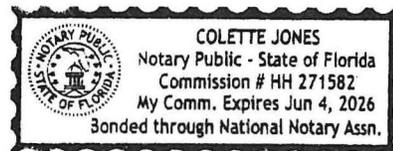
The foregoing instrument was acknowledged before me by means of  physical presence or  online notification this 31 day of August, 2022, by Tiffany Leal, as President, of the Absolute Civil Engineering Solutions, LLC.

Personally Known OR Produced Identification  
Type of Identification Produced

Colette Jones

Print Name:  
Notary Public, State of  
Commission No.

Commission Expires: 6-4-26



## **Exhibit G**

### **General Security Requirements**

#### **A. General Security Requirements and Criminal Background Screening:**

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or [FMsecurity@broward.org](mailto:FMsecurity@broward.org) for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

#### **B. General Facilities:**

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of

contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.

5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a

contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

**F. Port Everglades Locations:**

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90- day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

**G. Airport Security Program and Aviation Regulations:**

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration.

Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

2.

- a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued

Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any subconsultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

#### **H. Water and Wastewater Services (WWS):**

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

**I. Additional Security Requirements for Parks and Recreation:**

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the

requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.

7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021