

**AGREEMENT BETWEEN BROWARD COUNTY AND
SYNALOVSKI ROMANIK SAYE, LLC
FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR ARCHITECTURAL
AND ENGINEERING PROFESSIONAL SERVICES FOR TRANSIT INFRASTRUCTURE (CBE)
(RFP # TRN2124176P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Synalovski Romanik Saye, LLC, a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County issued a request for proposal ("RFP") No. TRN2124176P1 for continuing engineering services for architectural and engineering professional services for transit infrastructure.

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

C. Consultant is experienced in providing professional services set forth in Exhibit A, Scope of Services, for architectural and engineering professional services for transit infrastructure.

D. County desires to engage Consultant to provide continuing engineering services for architectural and engineering professional services for transit infrastructure.

E. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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

ARTICLE 1. DEFINITIONS

1.1 **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 **Charter County and Regional Transportation System Sales Surtax Projects or Surtax Projects** means all projects approved by the Board and authorized to expend Charter County and Regional Transportation System Sales Surtax funding in accordance with Chapter 31½, Article V, of the Broward County Code of Ordinances.

1.4 **Contract Administrator** means the Director of the Broward County Transportation Department, the Deputy Director of the Broward County Transportation Department, or such other person designated by the Director of the Broward County Transportation Department in writing. The Contract Administrator is the representative of County concerning a 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 a project.

1.6 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.7 **CPI** means the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by County.

1.8 **CPI-Linked** means the subject amount shall be annually adjusted (increased or decreased, as applicable) by the lesser of (a) three percent (3%), or (b) the percentage change in CPI as compared to the prior year period.

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

1.10 **Purchasing Director** means County's Director of Purchasing.

1.11 **Services** consist of the work and phases set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as described in each Work Authorization applicable to a project.

1.12 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

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

1.14 **Work Authorization** means a document issued by County under this Agreement authorizing Consultant to perform specified professional services and detailing the terms of payment and scope of work for the services authorized.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses

Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultants
Exhibit F	CBE Subconsultant Schedule and Letters of Intent

ARTICLE 3. SCOPE OF SERVICES

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

3.2 This Agreement and Work Authorizations may not delineate every detail and minor work task required to be performed by Consultant to complete a project. If Consultant determines that work should be performed to complete a project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify 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 to this Agreement pursuant to Section 7.1 or a Work Authorization pursuant to Section 7.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 7.3, 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 Exhibit A identifies the initial services related to this Agreement. Additional negotiations shall be required for Work Authorizations and other phases or additional services issued under this Agreement. County may select the type, amount, and timing of services under a Work Authorization executed by Consultant and County in accordance with the provisions of the Broward County Procurement Code, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 6. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other project phases from any other source.

3.4 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to a project, including previous reports and any other data relative to a project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in the applicable Work

Authorization. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

ARTICLE 4. WORK AUTHORIZATIONS

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

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

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

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

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

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

4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of County is obtained. If County does not approve an increase in the

guaranteed maximum amount, and the need for such action is not the fault of Consultant, the authorization will be terminated, and Consultant will be paid in full for all work completed to that point, but said amount will in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail to identify the various elements of costs.

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

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

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

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

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

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services or any phase thereof under this Agreement and any operative Work Authorizations. 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 the Work Authorization for the Contract Administrator's review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services under any Work Authorization because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over a project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, 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.

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

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

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

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all Surtax Project Work Authorizations issued under this Agreement shall not exceed One Million Dollars (\$1,000,000.00). The method of compensation to be paid under each individual Work Authorization will be under one or a combination of the following methods as specified in the operative Work Authorization and based upon the Salary Costs described in Exhibit B.

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

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

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

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

6.1.5 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 6.2.

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

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

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

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

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

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

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

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

6.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from County, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless 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, arising from or relating thereto.

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

6.3.1 For reimbursement of any Direct Expense Cost, Consultant shall use the applicable direct expense rate identified in Exhibit B-1. The direct expense rate shall remain in place for the entire term of this Agreement and any applicable Work Authorization. If any Subconsultants elect to use the direct expense rate, it shall be in accordance with the foregoing. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing, by the Contract Administrator.

6.4 Method of Billing.

6.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Work Authorization. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services authorized by the operative Work Authorization.. Subsequent addition of the identifier to the invoice or

receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

6.5 Payment Procedure.

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

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

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

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

6.5.4 Payment will be made to Consultant at the following address: 1800 Eller Dr., Suite 500, Fort Lauderdale, FL 33316.

6.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Funding provided by County to Consultant for work that will be paid for with proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, is subject to both the appropriation and the availability of transportation surtax funds. The County shall not have any obligations to provide nor shall County provide any funding for such work from County's general revenue or any other County source.

6.7 Payments to Subconsultants. Consultant must pay Subconsultants and suppliers providing Services under any Work Authorization issued in accordance with 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.

6.8 Withholding by County. 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.

6.9 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or

entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

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

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

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

7.3 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to 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 8. REPRESENTATIONS AND WARRANTIES

8.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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 will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.6 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.

8.7 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.

8.8 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.

8.9 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 such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.10 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its 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 its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

8.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Administrative Code, Consultant represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

8.12 Construction Apprenticeship Program. If this Agreement is a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, 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 Broward County Code of Ordinances.

8.13 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("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.

8.14 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 9. TERMINATION

9.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

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

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

9.2.2 By the Contract 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, Broward County Code of Ordinances; or

9.2.3 By the Director of the 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 the 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.

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

9.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with Section 9.1.

9.5 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 10. INSURANCE

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

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

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

10.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect 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).

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

10.6 If Consultant maintains broader coverage or higher limits than the 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.

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

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

10.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

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

10.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the

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

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

11.1 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.

11.2 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.

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

11.4 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.

11.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, 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.

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

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

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

11.9 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the 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.

11.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 6.7.

ARTICLE 12. MISCELLANEOUS

12.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or 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 for each Work Authorization. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Work Authorization shall be addressed.

12.2 Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services under this Agreement or any Work Authorization, whether finished or unfinished ("Documents and Work"), shall be owned by County and shall be deemed works for hire by Consultant and its agents; if the Services are determined not to be a work for hire, Consultant hereby 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 its Subconsultant(s).

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

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

12.3.2 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;

12.3.3 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

12.3.4 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 applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8842, TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DR., SUITE 3100A, PLANTATION, FLORIDA 33324.

12.4 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement, any Work Authorization, or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during

the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by 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, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

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

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

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

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

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County Transportation Department
Attn: Coree Cuff Lonergan, Director
1 North University, Suite 3100A
Plantation, FL 33324
Email address: ccufflonergan@broward.org

FOR CONSULTANT:

Synalovski Romanik Saye, LLC
Attn: Merrill Romanik
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316
Email address: MRomanik@synalovski.com

12.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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.

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

12.13 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.

12.14 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.

12.15 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. 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.

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

12.17 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.

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

12.19 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.

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

12.21 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.

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

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

12.24 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.**

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

12.26 Payable Interest.

12.26.1 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.

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

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

12.28 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.

12.29 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.

12.30 The Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, is not an eligible expense under Section 212.055, Florida Statutes, and is not applicable to this Project.

(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 ____, 2023, and CONSULTANT, signing by and through its Managing Member, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

_____ 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: **Gavin P. Rynard**
Gavin P. Rynard (Date)
Assistant County Attorney

Digitally signed by
Gavin P. Rynard
Date: 2023.05.05
16:09:49 -04'00'

By: **Angela J. Wallace**
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Digitally signed by
Angela J. Wallace
Date: 2023.05.05
16:10:08 -04'00'

AJW/GPR/hb
Synalovski Romanik Saye, LLC for – Continuing Services Agreement
05/01/2023
#23-114.01

AGREEMENT BETWEEN BROWARD COUNTY AND
SYNALOVSKI ROMANIK SAYE, LLC FOR CONSULTANT SERVICES FOR CONTINUING
ENGINEERING SERVICES FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
FOR TRANSIT INFRASTRUCTURE (CBE)
(RFP # TRN2124176P1)

SYNALOVSKI ROMANIK SAYE, LLC

By: 
Authorized Signer

Manuel Synalovski, Managing Member
Print Name and Title

4 day of May, 2023

WITNESS:


Signature

Isabel C. Marin
Print Name of Witness above

EXHIBIT A

Scope of Services

Architectural and Engineering Professional Services for Transit Infrastructure

1. Broward County Transportation Department (“BCT”) is seeking a qualified professional consulting firm (“Consultant”) to provide professional architectural and engineering services under a continuing services agreement with BCT, pursuant to the Consultant’s Competitive Negotiations Act (“CCNA”), to provide the relevant, comprehensive professional services on a continuing term basis for remodeling, renovations, and new construction (“Project”). The professional services will be administered by BCT under several work authorizations (“Work Authorizations”) for the Project at various countywide locations in support of BCT. Work Authorizations may be issued through and managed by BCT in support of other Broward County (the “County”) Departments and Divisions. Such professional services may include, but are not limited to, existing facility and/or site documentation; property boundary site surveying; project budgeting; design-necessitated existing facility assessments and evaluations; project cost estimating; project schedule development and analysis; facility programming; complete architectural/engineering design of buildings, additions, renovations, project-related space planning/interior design, on-site and off-site improvements; and other miscellaneous supporting activities, feasibility studies, asset management plans, complete construction contract package documentation, and construction administration. Project-specific services may also include project team facilitation and support, hurricane/disaster preparedness and recovery assistance, and project status reporting and performance/compliance reporting.
2. Consultant will be commissioned on an “as-needed” basis. A Work Authorization and Purchase Order will be issued for every project or task assignment made during the duration of the continuing contract.
3. Award of a contract does not limit the County’s options to procure the services outlined above from other vendors or consultants or from completing all or part of the described services by the County’s own forces. The award of a contract does not guarantee the assignment of work or of particular projects during the term of the contract. Design solutions, documents, and other Consultant-provided products produced under this contract may be reused in the future by the County.
4. Qualifications and License Requirements
 - 4.1. State of Florida Licensed/Registered Architect and/or Professional Engineer. Additional State licenses and certifications may be required to address the related scope of work.
5. Ability of Professional Personnel and Supplementary Project Requirements
 - 5.1. Consultant is required to provide the following Professional staffing as needed as part of this Contract: Surveyor, Architecture/Design, Structural Engineering, Mechanical Engineering (Heating Ventilation and Air Conditioning (“H.V.A.C.”)), Plumbing Engineering, Electrical Engineering, Civil Engineering, Environmental Engineering, Landscape Architect and Arborist, Fire Protection, Safety and Security, and Leadership in Energy and Environmental Design (“LEED”) Accredited Professional (“AP”), Solar Energy Systems Engineering, Transportation and Traffic Engineering, and conformance to National Environmental Policy Act (“NEPA”) requirements.

EXHIBIT A

- 5.2. Consultant may be required to provide other additional specialty consultants for specific assigned projects such as Planning, Geotechnical Engineering and Testing, Subsurface Utility Engineering, Interior Design, Lighting Designer, and Telecommunications and Data Engineering.
6. Pre-Design, Design Development and Construction Documentation Services
- 6.1. Consultant shall provide complete signed and sealed contract documents/plans, specifications, reports, studies, etc. (“Construction Package Documents”), in accordance with Building Information Modelling (“BIM”), Florida law regulating professional engineering and architecture, including, but not limited to, Chapter 471, Florida Statutes (“Engineering”), Chapter 481, Florida Statutes (“Architecture”), Florida Administrative Code, Division No. 61G15 (“Board of Professional Engineers”), LEED guidelines – version 4 or current version, and Broward County Standards, Americans with Disabilities Act (“ADA”), and any other applicable manual, guideline, or standard. Consultant shall obtain all regulatory permits and signed acceptances from the local maintaining Agency/City necessary to construct the Project and provide BCT with a copy of such signed acceptances.
- 6.1.1. The work to be performed is countywide. Locations will include, but not be limited to, existing and/or new county-owned facilities, existing and/or new bus stops and/or terminals, and existing and/or new right-of-way.
- 6.1.2. The Project shall include, but is not limited to:
- 6.1.2.1. Performing comprehensive engineering analyses of existing and/or new subject site(s) and infrastructure that includes, but is not limited to:
- 6.1.2.1.1. Perform a site feasibility study, and provide asset management plans, maintenance programs, and system upgrade recommendations.
- 6.1.2.1.2. Perform an environmental impact assessment and inspection.
- 6.1.2.1.3. Develop a conceptual site plan that includes recommended improvement(s) to the existing subject site.
- 6.1.2.2. Performing comprehensive data collections prior to design that includes, but is not limited to:
- 6.1.2.2.1. Perform topographic surveys, boundary surveys, post-occupancy surveys, and mapping data in NAVD 88 State Plane Coordinates in computer-aided and manually generated graphics support software.
- 6.1.2.2.2. Provide subsurface utility verifications, point excavations, and utility designations to create existing-condition, underground utility surveys.
- 6.1.2.3. Developing comprehensive 50%, 75%, and 100% design plans for improvements at various countywide locations that include, but are not limited to:
- 6.1.2.3.1. Design with durability and sustainability, compliance with the ADA, best practices for green infrastructure, and climate resiliency adaptational.
- 6.1.2.3.2. Perform structural feasibility studies and wind load calculations and develop designs of foundation systems for various structures.
- 6.1.2.3.3. Perform evaluation, analysis, and recommendations for soil strengthening and remediation.

EXHIBIT A

- 6.1.2.3.4. Perform geotechnical, percolation/infiltration, construction material, fire resistive, structural, and contract compliance testing services.
 - 6.1.2.3.5. Design, coordinate with electrical vendors, and provide details information for electrical components, including but not limited to generators, switchgear, main distribution panel, surge protection, lighting, lightning protection, panel boards and breakers, low voltage systems, security and alarm system, and fleet and/or bus charging station.
 - 6.1.2.3.6. Design, coordinate with mechanical vendors, and provide detailed information for mechanical components, including but not limited to generators, heating, ventilation, air conditioning, and refrigeration.
 - 6.1.2.3.7. Design, coordinate with solar system vendors, and provide detailed information for solar systems components, including but not limited to solar reflective technology, solar panel, and solar canopy.
 - 6.1.2.3.8. Perform, analyze, recommend, and design plumbing fluid flow system.
 - 6.1.2.3.9. Provide civil engineering design, including but not limited to asphalt/reinforced concrete paving, turn radii, traffic pavement markings, and signage design as needed for the respective areas.
 - 6.1.2.3.10. Perform stormwater, drainage (hydrology and hydraulic), and water resources analysis, recommendation, and design.
 - 6.1.2.3.11. Provide tree disposition assessment and plans.
 - 6.1.2.3.12. Provide analysis and evaluation of existing landscape conditions at various sites, and make recommendations for improvements, solutions, or modifications to existing conditions.
 - 6.1.2.3.13. Provide project management support, including but not limited to computer-aided and/or manually generated graphics support, preparation of narratives and other textual project support, photographic and video-graphic project support, BIM project support, geographic information systems ("GIS") project support, and other data and information system project support.
 - 6.1.2.3.14. Perform a third party constructability and value engineering review.
 - 6.1.2.3.15. Provide computer-aided design ("CAD") files with the 100% design plans to allow coordination between construction trades.
- 6.1.3. Assisting BCT with potential tasks during the construction contract bid/procurement process, including, but not limited to:
- 6.1.3.1. Prepare Probable Cost of Construction estimate(s) at various Project increments
 - 6.1.3.2. Prepare construction solicitation packages in accordance with BCT's procedures.

EXHIBIT A

- 6.1.3.3. Perform procedural pre-bid activities and responses to requests for information and clarifications from bidders related to the construction documents.
 - 6.1.3.4. Review submitted construction bids.
 - 6.1.3.5. Prepare meeting agendas and meeting minutes of items discussed in progress meetings with BCT and entities to track Project progress effectively.
 - 6.2. The intent of this Section is to address the need for independent Construction/Contract Documents detailing the specified scope of work and logically separating such work based on the associated funding source(s). Consultant shall develop and implement the pertinent Construction/Contract Document packages to achieve the stated goal.
7. Phasing and Coordination of Activities
 - 7.1. This Scope of Services is part of BCT's Plan to improve existing and/or new infrastructure. Delivering an effective and efficient Project utilizing a phased construction approach will depend on Consultant's successful coordination of all individual projects, tasks, and stakeholders.
 - 7.2. The responsibility of Consultant, with input from BCT staff, is to identify concurrent, parallel, or affected programming, planning, engineering, and construction activities which may be coordinated and/or incorporated into a Plan for Phased Construction Activities associated with the relevant work to be performed. The applicable Construction Package Documents shall be compiled detailing the relevant scope of work, as well as the allocated funding sources that have been identified.
 - 7.3. The following is a noncomprehensive list of entities that may have relevant projects or tasks that interface with a Work Authorization:
 - 7.3.1. Local Municipalities
 - 7.3.2. Local Utilities
 - 7.3.3. Broward County – Construction Management Division
 - 7.3.4. Broward County – Highway Construction and Engineering and Traffic Engineering Divisions
 - 7.3.5. Broward County – Facilities Management Division
 - 7.3.6. Broward County – Environmental and Consumer Protection Division
 - 7.3.7. Florida Department of Transportation
8. Post Design Services
 - 8.1. When authorized by the Contract Administrator pursuant to potentially several Work Authorizations and construction solicitations, throughout the duration of applicable construction contracts, assist BCT with the following:
 - 8.1.1. Attend a pre-construction conference.
 - 8.1.2. Provide construction administration services and construction progress reviews, which include but are not limited to:
 - 8.1.2.1. Onsite and field inspection(s).
 - 8.1.2.2. Contractor submittal shop drawing review(s) and product samples.
 - 8.1.2.3. Construction Request for Information ("RFI") responses.
 - 8.1.2.4. Resolution of claims and disputes.
 - 8.1.2.5. Evaluation of acceptability of material substitutions and production of recommendation.

EXHIBIT A

- 8.1.2.6. Design revision(s) for underground and/or unforeseen circumstances.
- 8.1.2.7. As-built review(s).

8.1.3. Provide a construction site expert witness and an investigation.

9. Federal Emergency Management Agency (“FEMA”) Emergency Response Support Services

9.1. Project specific services may also include FEMA Emergency response support such as Project team facilitation and support; hurricane/disaster preparedness and recovery assistance; Project site inspections of damages, designing emergency repairs, and assisting with the Federal reimbursement process, status reporting, and performance/compliance reporting.

9.1.1. Structural, mechanical, plumbing, electrical, civil inspection, assessment, and design of repair/strengthening techniques and development of construction documents for buildings, facilities, structures, and/or components.

10. Project Schedule

10.1. Consultant should submit a project schedule and other applicable deliverables for each Work Authorization. The Schedule and deliverables will be negotiated as part of each Work Authorization.

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**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC / N/A

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Managing Principal	\$ 108.23		2.31		\$250.01
Principal in Charge	\$ 73.50		2.31		\$169.79
Project Manager	\$ 50.00		2.31		\$115.50
Sr. Project Architect	\$ 50.00		2.31		\$115.50
Sr. Interior Designer	\$ 48.09		2.31		\$111.09
Design Architect	\$ 37.40		2.31		\$86.40
Project Architect	\$ 31.35		2.31		\$72.42
Jr. Interior Designer	\$ 27.00		2.31		\$62.37
Graduate Architect	\$ 26.00		2.31		\$60.06
Administrative Assistant	\$ 28.00		2.31		\$64.68

[X] Each Maximum Billing Rate is CPI-Linked
Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD

FRINGE = HOURLY RATE x FRINGE

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC /ARS Environmental, Inc.

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
President	\$150.00		2.31		\$346.50
Asbestos Technician	\$45.00		2.31		\$103.95
Radon Tech	\$45.00		2.31		\$103.95
Mold Tech	\$45.00		2.31		\$103.95
Lead Tech	\$45.00		2.31		\$103.95

[X] Each Maximum Billing Rate is CPI-Linked
Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD

FRINGE = HOURLY RATE x FRINGE

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN

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

Notes:

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

**Exhibit B
Maximum Billing Rates**

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/Calvin, Giordano & Associates, Inc.

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Director of Landscape Architecture	\$65.69		3.00*		\$197.04
Director of Landscape Urbanism & Design	\$54.44		3.00*		\$163.32
Senior Landscape Architect	\$53.40		3.00*		\$160.17
Landscape Architect	\$45.67		3.00*		\$137.01
Landscape Designer	\$39.54		3.00*		\$118.62
Landscape CAD Tech.	\$38.94		3.00*		\$116.82

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (135.00%)

FRINGE = HOURLY RATE x FRINGE (38.00%)

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

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

Notes:

*Multiplier was capped at 3.00.

Exhibit B Maximum Billing Rates

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/C.M.S.-Construction Management Services, Inc.

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$50.00		2.31		\$115.50
Chief Estimator	\$48.12		2.31		\$111.16
Estimator	\$47.11		2.31		\$108.82

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD

FRINGE = HOURLY RATE x FRINGE

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

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

Notes:

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

**Exhibit B
Maximum Billing Rates**

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/CREDO Consulting Engineers, LLC

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$72.12		2.31		\$166.60
Sr. Electrical Engineer	\$57.70		2.31		\$133.29
Sr. Mechanical Engineer	\$57.70		2.31		\$133.29
Mechanical Engineer II	\$45.68		2.31		\$105.53
Sr. Plumbing Engineer	\$45.68		2.31		\$105.53
Sr. Fire Sprinkler Engineer	\$45.68		2.31		\$105.53
MEP Drafter / Designer	\$28.85		2.31		\$66.65
Electrical Designer	\$27.12		2.31		\$62.65
Administrative/Project Coordinator	\$26.25		2.31		\$60.64

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD

FRINGE = HOURLY RATE x FRINGE

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

RFP No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/ Subconsultant Name: Synalovski Romanik Saye, LLC/Engenuity Group, Inc.

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr. Project Land Surveyor	\$60.00		2.31		\$138.60
Department Director	\$57.69		2.31		\$133.26
Sr. Inspector	\$50.00		2.31		\$115.50
Sr. Project Manager	\$49.04		2.31		\$113.28
Project Manager	\$44.57		2.31		\$102.96
Project Engineer	\$38.46		2.31		\$88.84
Project Land Surveyor	\$37.50		2.31		\$86.63
Inspector	\$34.62		2.31		\$79.97
SUE Utility Technician	\$33.00		2.31		\$76.23
Administrative Assistant	\$33.00		2.31		\$76.23
Sr. AutoCAD Drafter	\$30.00		2.31		\$69.30
AutoCAD Drafter	\$28.22		2.31		\$65.19
Survey Crew Chief	\$28.00		2.31		\$64.68
Engineering Intern	\$26.92		2.31		\$62.19
SUE Technical Locator	\$26.00		2.31		\$60.06
Survey Crew Member	\$25.00		2.31		\$57.75

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD

FRINGE = HOURLY RATE X FRINGE

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN

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

Notes:

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

Exhibit B Maximum Billing Rates

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/Nutting Engineers of Florida Inc

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$91.25		2.31		\$210.78
Senior Geotechnical Engineer	\$41.85		2.31		\$96.67
Senior Structural Inspector (BN)	\$32.60		2.31		\$75.31
Staff Engineer	\$25.44		2.31		\$58.77
Senior Engineering Technician	\$24.50		2.31		\$56.60
Administrative Assistant	\$15.50		2.31		\$35.81

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD

FRINGE = HOURLY RATE x FRINGE

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN

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

Notes:

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

Exhibit B Maximum Billing Rates

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/S & F Engineers, Inc.

MAXIMUM BILLING RATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$69.23	X	2.89		\$200.07
Senior Project Manager	\$69.23	X	2.89		\$200.07
Project Manager	\$46.15	X	2.89		\$133.37
Engineer	\$46.15	X	2.89		\$133.37
Project Engineer	\$38.46	X	2.89		\$111.15
Inspector	\$38.46	X	2.89		\$111.15
BIM/CADD Technician	\$30.00	X	2.89		\$86.70
Administrative Assistant	\$21.00	X	2.89		\$60.69

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.89** is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (102.38%)

FRINGE = HOURLY RATE x FRINGE (60.43%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.0%)

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

Exhibit B Maximum Billing Rates

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/Traf Tech Engineering, Inc.

MAXIMUM BILLING RATES

	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr Transportation Eng.	\$75.00		2.31		\$173.25

[X] Each Maximum Billing Rate is CPI-Linked

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD

FRINGE = HOURLY RATE x FRINGE

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN

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

Notes:

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

EXHIBIT B-1
REIMBURSABLES FOR DIRECT SALARY EXPENSES

Project No: TRN2124176P1

Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

Consultant/Subconsultant Name: Synalovski Romanik Saye, LLC/ARS Environmental, Inc.

REIMBURSABLES FOR DIRECT SALARY EXPENSES

UNIT PRICE ITEM	UNIT	UNIT PRICE	UNIT PRICE BREAKDOWN (\$/Square Foot)
<u>Survey</u>			
Lead Survey	Square Foot	\$0.821*	N/A
Mold Survey	Square Foot	\$0.80*	N/A
Radon Survey	Kit	\$250.00*	N/A
Asbestos Survey	Square Foot	\$0.72*	N/A

Note:

*Minimum charge of \$450.00 per visit.

MINIMUM INSURANCE REQUIREMENTS

Project: **Comprehensive Professional Architectural and Engineering Services for the Transit Division**
Agency: **Transportation Department**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	* <input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2023.04.04
12:18:05 -04'00'

Risk Management Division

Exhibit D
Work Authorization Form

Work Authorization No. _____
for

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and _____ ("Consultant") for _____ (the "Agreement"), which was approved by the Board of County Commissioners on _____ (Item ____).

2. This Work Authorization requires Consultant to provide the services described in Exhibit A to this Work Authorization. These services are authorized by Article 4 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 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 the services described in Exhibit A, payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, based upon the Salary Costs described in Section 6.2 of the Agreement up to a maximum amount not-to-exceed of \$ _____.

3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of the services described in Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, a total lump sum of \$ _____.

3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$ _____ for potential reimbursable expenses that may be utilized pursuant to Section 6.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No. _____

4. Schedule.

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"); the Time for Performance shall commence from the date of the Notice to Proceed for such services.

5. CBE Goals.

The CBE participation for this Work Authorization is ____%. However, Consultant shall remain obligated to meet the requirement of CBE participation percentage for the total dollar amount of services performed under the Agreement and Work Authorizations.

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.

List of Exhibits:

Exhibit A: Scope of Services

Exhibit B: Negotiated Fee

[Remainder of This Page Is Intentionally Left Blank.]

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

COUNTY

BROWARD COUNTY, by and through
its [_____]

By _____

____ day of _____, 20__.

Contract Administrator Date

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

____ day of _____, 20__.

EXHIBIT E
Schedule of Subconsultants

Project No: TRN2124176P1
Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

No.	Firm Name	Discipline
	ARS Environmental, Inc.	Environmental Engineering
	Calvin, Giordano & Associates, Inc.	Landscape Architecture
	C.M.S.-Construction Management Services, Inc.	Cost and Constructability Analysis
	CREDO Consulting Engineers, LLC	Mechanical, Electrical, Plumbing/Fire Protection Engineering
	Engenuity Group, Inc.	Civil Engineering, Survey, and Mapping
	Nutting Engineers of Florida Inc	Geotechnical
	S & F Engineers, Inc.	Structural Engineering
	Traf Tech Engineering, Inc.	Traffic Engineering

EXHIBIT F
CBE Subconsultants Schedule and Letters of Intent

Project No: TRN2124176P1
Project Title: Architectural and Engineering Professional Services for Transit Infrastructure (CBE)

CBE Summary

No. Firm Name	Discipline
1. CREDO Consulting Engineers, LLC	MEP/FP Engineering
2. Engenuity Group, Inc.	Civil Engineering, Survey and Mapping
3. S&F Engineers, Inc.	Structural Engineering



EXHIBIT F

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design



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.: TRN2124176P1

Project Title: Architectural & Engineering Professional Svcs for Transit Infrastructure (CBE)

Bidder/Offeror Name: Synalovski Romanik Saye, LLC

Address: 1800 Eller Drive | Suite 500 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Manuel Synalovski Phone: (954) 961-6806

CBE Firm/Supplier Name: Credo Consulting Engineers LLC

Address: 800 E Broward Blvd City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Irina Goldenberg Phone: (954) 763-2247

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
MEP Engineering	541330		19.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Irina Goldenberg Digitally signed by Irina Goldenberg
Date: 2022.08.23 16:05:21 -04'00' Title: President Date: 08/24/2022

Bidder/Offeror Authorized Representative

Signature: Manuel Synalovski Digitally signed by Manuel Synalovski
Date: 2022.08.23 16:05:21 -04'00' Title: Managing Principal Date: 08/24/2022

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

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

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



EXHIBIT F

CBE - Letter of Intent

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design



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.: TRN2124176P1

Project Title: Architectural & Engineering Professional Svcs for Transit Infrastructure (CBE)

Bidder/Offeror Name: Synalovski Romanik Saye, LLC

Address: 1800 Eller Drive | Suite 500 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Manuel Synalovski Phone: (954) 961-6806

CBE Firm/Supplier Name: Engenuity Group, Inc.

Address: 300 Lock Road, Suite 302 City: Deerfield Beach State: FL Zip: 33442

Authorized Representative: C. Andre Rayman, PSM, President Phone: 954-895-0174

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Survey / Civil Engineering	213112 / 541330		3.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: C. Andre Rayman, PSM Digitally signed by C. Andre Rayman, PSM Date: 2022.08.24 09:20:13 -04'00' Title: President Date: 08/24/2022

Bidder/Offeror Authorized Representative

Signature: Manuel Synalovski Digitally signed by Manuel Synalovski Date: 2022.08.24 09:13:17 -04'00' Title: Managing Principal Date: 08/24/2022

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

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

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

EXHIBIT F



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design



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.: TRN212417P1

Project Title: Architectural & Engineering Professional Services for Transit Infrastructure

Bidder/Offeror Name: Synalovski Romanik Saye, LLC

Address: 1800 Eller Drive | Suite 500 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Manuel Synalovski Phone: (954) 961-6806

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

Address: 2925 W. Cypress Creek Rd. | Suite 200 City: Fort Lauderdale State: FL Zip: 33442

Authorized Representative: Sr Sritharan P.E. Phone: (954) 938-0020

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Structural Engineering	541330		8.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Digitally signed by Sri S. Sritharan, P.E. Date: 2022.08.24 09:15:27-04'00' Title: Principal Date: 08/24/2022

Bidder/Offeror Authorized Representative

Signature: Manuel Synalovski Digitally signed by Manuel Synalovski Date: 2022.08.24 09:03:24 -04'00' Title: Managing Principal Date: 08/24/2022

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

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

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