

**AGREEMENT BETWEEN BROWARD COUNTY AND
THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING, D/B/A THOMPSON AND ASSOCIATES
FOR CONSULTANT SERVICES FOR
WATER AND WASTEWATER PROJECTS REGIONAL EFFLUENT AND REUSE SOLUTIONS
CATEGORY 3
(RFP/RLI # PNC2123898P1)**

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

RECITALS

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

B. County has retained Consultant to provide engineering design, permitting, bidding and award, and engineering services during construction necessary to complete the Water and Wastewater Projects Regional Effluent and Reuse Solutions Category 3 project, including but not limited to installation of a pipeline to carry treated wastewater from the North Regional Wastewater Treatment Plant to the City of Pompano Beach Oasis Facility.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Director of Water and Wastewater Engineering, the Assistant Director of Water Wastewater Engineering Division, or such other person designated by the Director of Water and Wastewater Engineering Division in writing. The Contract Administrator is the representative of County concerning the Project.
- 1.5. **[County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

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

1.7. **Project** means the Water and Wastewater Projects Regional Effluent and Reuse Solutions Category 3 project as described in Exhibit A and includes the engineering design, permitting, bidding and award, and engineering services during construction necessary to install one (1) large diameter pipeline to carry treated wastewater from the North Regional Wastewater Treatment Plant to the City of Pompano Beach Oasis Facility.

1.8. **Purchasing Director** means County’s Director of Purchasing.

1.9. **Services** means the work set forth in the Scope of Services, attached as Exhibit A, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.10. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.11. **Subconsultant** means an entity or individual providing Services to County through Consultant. The term “Subconsultant” includes all subcontractors.

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 Subconsultants and Letters of Intent |

ARTICLE 3. SCOPE OF SERVICES

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

3.2. This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not

specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, 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 the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

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

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

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

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

4.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

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

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

4.6. If Services are scheduled to end due to the expiration of this Agreement, at the request of County, Consultant agrees to continue to provide Services for an extension period, not to exceed three (3) months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by County. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

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

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$2,220,327.25.

5.1.2. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$1,995,068.30.

5.1.3. Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$100,000 pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4. Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$284,604.45. Unused amounts of those monies shall be retained by County.

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

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

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

| Project Phase | Fee % | Phase Amount |
|---|--------------|-----------------------|
| Phase I: Preliminary Engineering Report | 11.3% | \$521,828.85 |
| Phase II: Engineering Design | 32.2% | \$1,479,304.85 |
| Phase III: Engineering Services During Construction | 50.3% | \$2,314,261.85 |
| Reimbursables | 6.2% | \$284,604.45 |
| Total Services Fee | 100% | \$4,600,000.00 |

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

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

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

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

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

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

5.2.6 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.

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

5.4. Method of Billing.

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

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

5.5. Method of Payment.

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

5.5.2. Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty

percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in 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.

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

5.5.4. Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address: Thompson & Associates, Inc., Civil Engineering, D/B/A Thompson and Associates 412 SE 18th Street, Fort Lauderdale, FL 33316

5.6. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds, pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

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

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

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

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

6.2. If Services under this Agreement are identified as optional (“Optional Services”), County may select the type, amount, and timing of such services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Consultant and County pursuant to Section 6.3. No such selection, when combined with those Services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the scope of services and method of compensation applicable to that Work Authorization and the required completion date for the services.

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

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

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

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

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

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

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

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

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

ARTICLE 8. TERMINATION

8.1. Termination for Cause. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

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

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

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

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

8.2. Termination for Convenience; Other Termination. This Agreement or any Work Authorization may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement or any Work Authorization for convenience including in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with this section. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement or any Work Authorization may also be terminated by the

County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement or any Work Authorization issued under this Agreement is terminated by County pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Consultant for Services under this Agreement.

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

8.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. INSURANCE

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

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

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

9.4. Consultant shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and

a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

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

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

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

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

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

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

**ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE
COMPLIANCE**

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

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

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

10.4. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25 %) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

10.6. The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the

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

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

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

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

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the

duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

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

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

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of County’s obligation to treat the records as Restricted Material. Consultant must indemnify and 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, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-0795, MIVELASQUEZ@BROWARD.ORG, [2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069.

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

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

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

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

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Consultant shall pay

the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

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

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

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

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

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

11.10. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight

delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County Water and Wastewater Engineering Division
Attn: Rolando Nigaglioni, P.E.
2555 West Copans Road
Pompano Beach, FL 33069
Email address: RNIGAGLIONI@BROWARD.ORG

FOR CONSULTANT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.25. Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project or other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse

may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.26. Payable Interest.

11.26.1. 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.

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

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

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

11.29. 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.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of May _____, 20__, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

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: **Matthew Haber** Digitally signed by Matthew Haber
Date: 2023.05.31 14:55:24 -04'00'

Matthew Haber (Date)
Assistant County Attorney

By: **Michael Kerr** Digitally signed by Michael Kerr
Date: 2023.05.31 15:15:43 -04'00'

Michael J. Kerr (Date)
Deputy County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND
THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING, D/B/A THOMPSON AND ASSOCIATES
FOR CONSULTANT SERVICES FOR
WATER AND WASTEWATER PROJECTS REGIONAL EFFLUENT AND REUSE SOLUTIONS
CATEGORY 3
(RFP/RLI # PNC2123898P1)**

CONSULTANT

Thompson & Associates, Inc., Civil Engineering,
D/B/A Thompson and Associates

By: Darren L. Badore  Digitally signed by Darren L. Badore
Date: 2023.05.31 14:28:10 -04'00'

Authorized Signer

Darren L. Badore, Vice President

Print Name and Title

31 day of May, 2023

WITNESS:

 Digitally signed by Noel Rodriguez
Date: 2023.05.31 14:31:04 -04'00'

Signature

Noel Rodriguez

Print Name of Witness above

Exhibit A Scope of Services

ENGINEERING SERVICES FOR WATER AND WASTEWATER PROJECTS: CATEGORY 3— REGIONAL EFFLUENT AND REUSE SOLUTIONS

Consultant: Thompson & Associates, Inc., Civil Engineering, D/B/A Thompson and Associates
(T&A Project No. 22036)
BCWWS Project No: 106923
RFP No: PNC2123898P1-01-03

A. General Description of Services

The Project includes, but is not limited to, the following services to be provided by Consultant: engineering design, permitting, bidding and award, and engineering services during construction necessary to install one large diameter pipeline to carry treated wastewater from the North Regional Wastewater Treatment Plant to the City of Pompano Beach Oasis Facility. The anticipated major improvements include, but are not limited to, 17,600 linear feet (LF) of 24-inch secondary effluent water transmission main and associated restoration of pavement and other features, installation of pipeline by open excavations and trenchless technology, re-sodding of grassed areas and route restoration. All improvements by Consultant shall adhere to all applicable standards and building codes. Improvements may include those identified by Consultant during detailed scope development and the preliminary design.

The Purpose of Design Development, Permitting and Contract Documents:

Consultant shall provide a full range of engineering services in all engineering disciplines necessary to provide a complete design of the Project divided into two (2) separate bid packages, prepare related engineering reports, procure permits, prepare construction contract documents, and provide engineering services during construction. Services provided by Consultant must include, but are not limited to, preliminary route analysis, site investigations, surveying, coordination with other utilities, coordination with municipalities, coordination and negotiation with regulatory agencies, coordination with the public, preparation of design reports, preparation of drawings and contract technical specifications, permitting, assistance during the procurement phase, and engineering services during construction.

B. Scope of Services

Consultant shall be responsible for providing all the following services and deliverables. The Scope of Services is separated into three (3) phases. Consultant shall prepare two (2) bid packages for the construction of these improvements.

In assisting County with the bidding and award, Consultant shall aid County in soliciting for and selecting construction contractors so that construction of Project may begin in a timely manner.

When requested by Contract Administrator, Consultant shall provide work products and deliverables in an electronic format compatible with Broward County software standards, which include the following:

- a. Spreadsheets: Microsoft Excel.
- b. Schedules: Microsoft Project.
- c. Text: Microsoft Word.
- d. Large database: dBase (Release 5.0) for Windows.
- e. Design drawings: flat image file “.tif” format.
- f. Design drawings: Adobe file “.pdf” format.
- g. Design Drawings: AutoCAD.
- h. Project Record Drawings: AutoCAD, signed and sealed pdf’s.

Optional Services

Pursuant to Article 6 of this Agreement, Consultant shall provide additional, optional services requested by County during any phase of this Scope of Services. Such additional, optional services must be initiated by County via a Work Authorization.

I. Phase I Services – Preliminary Engineering Report

Project Kick-Off Meeting

Consultant shall prepare for and participate in a Project kick-off meeting with County within fourteen (14) calendar days after the effective date of the Notice to Proceed. The meeting agenda shall include, but not be limited to, establishing appropriate contacts for each major Project component, reviewing the objectives of the Project, determining the location and availability of data related to the Project, discussing a conceptual-level project schedule, discussing design criteria and preferences, and discussing equipment preferences. Consultant shall request and incorporate County’s feedback. Consultant shall prepare minutes for the kick-off meeting, which shall be subject to Contract Administrator’s review and written approval.

Site Visit and Preliminary Engineering Report

Consultant shall conduct a site visit to understand the conditions of the Project and prepare a Preliminary Engineering Report, which includes preliminary schematic design. Consultant’s activities shall include, but not be limited to, survey and evaluation of existing conditions, review of preliminary design criteria, construction phasing recommendations, preparation of preliminary schematic design, preparation of preliminary design level opinion of construction cost, and preparation and submittal to County of a draft and final Preliminary Engineering Report, both subject to Contract Administrator’s review and written approval.

Consultant shall prepare and submit eight (8) hard copies and one (1) electronic copy of the draft Preliminary Engineering Report to County. County shall review the draft submittal and be prepared to meet with Consultant to discuss County’s comments within seven (7) calendar days of delivery of the draft Preliminary Engineering Report to County; however, Contract Administrator may extend the deadline beyond seven (7) calendar days in their sole discretion. Consultant shall schedule a meeting with County, at a time convenient to Contract Administrator,

to review the Preliminary Engineering Report and discuss any comments and questions from County. Following the review meeting and receipt of County comments, Consultant shall proceed with completion of the Preliminary Design Report, addressing County comments and questions. Consultant shall submit eight (8) hard copies and one (1) electronic copy of the final Preliminary Engineering Report to Contractor Administrator. The Preliminary Engineering Report contents shall include, but not be limited to, the following:

- a. Determination of connection point(s);
- b. Evaluation of existing agreements and constraints;
- c. Discussion of the proposed preliminary design for each major component, including design criteria, material selections, recommended manufacturers, and specific recommended design features;
- d. Preliminary site layout and schematic drawings showing the approximate locations of the proposed system and any required storm water improvements, roadways, and other required major improvements;
- e. Discussion of any route and connection issues, and proposed improvements necessary to address such issues known based on information obtained up to this point;
- f. Evaluation of pipe installation options such as open trench, horizontal directional drill (HDD), jack and bore, and other trenchless methods;
- g. Evaluation of major roadway, railroad track crossings, and canal crossings within the Project;
- h. Discussion outlining the design criteria for the proposed Project. The description shall include applicable design standards and building codes, design loads, descriptions and properties of the building materials, the type of construction, soil foundation design parameters, existing site conditions, and constructability;
- i. Discussion of regulatory issues, secondary effluent water transmission permits, and all other operational and construction permits necessary to implement the Project;
- j. Discussion of restoration requirements, regulatory jurisdiction, regulatory issues, and proposed improvements to address the issues;
- k. Discussion of design and construction phasing recommendations if needed;
- l. Discussion on system maintenance including valving and other maintenance activities;
- m. Preliminary opinion of construction costs for the proposed improvements;
- n. Project schedule; and
- o. Preliminary list of construction drawings and Project manual table of contents.

Tasks 1-4

Consultant shall also perform the following tasks for Phase I:

Task 1 Preliminary Investigation

Consultant shall provide the required observations and evaluation to determine the extent of the facilities to be installed. This shall include, but not be limited to, the following tasks to be completed by Consultant:

- Task 1.1 Determination of routes for the installation of the 24-inch secondary effluent water transmission main (EWTM).
- Task 1.2 Evaluation of railroad crossing options, such as horizontal direction drill (HDD), micro-tunnel or jack and bore.
- Task 1.3 Evaluation of canal crossing options, i.e., subaqueous or aerial.
- Task 1.4 Determination of restoration requirements related to the proposed EWTM improvements.
- Task 1.5 Evaluation of pipe material options. Installation method and pipe location may require alternative materials.
- Task 1.6 Complete geotechnical testing and review associated reports to determine soil conditions and roadway restoration requirements.
- Task 1.7 Utility designation and coordination with existing utility agencies to compile location (horizontally and vertically) of existing facilities aboveground and underground within the Project limits and obtain utility "as-built."
- Task 1.8 Preparation of Preliminary Engineering Report in draft and final format.

Task 2 Project Management - Meetings and Coordination

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

- Task 2.1 Meetings requested by Contract Administrator to discuss and update Project progress, schedule, environmental issues, and status.
- Task 2.2 Meetings with other government agencies as requested by Contract Administrator.
- Task 2.3 Conduct Project site inspection with regulatory agencies.
- Task 2.4 Coordinate with regulatory agencies to determine permit requirements.

Task 3 Survey - Existing Conditions and Horizontal Control Plans

Consultant shall provide the required office and field services to obtain the field surveyed information, subject to Contract Administrator's review and approval. All elevations shall be relative to North American Vertical Datum of 1988 (NAVD88) and based on either National Geodetic Survey or Florida Department of Transportation (FDOT) Benchmarks. The surveying scope of services provided by Consultant for this task shall include the following:

- Task 3.1 Survey location of all above ground and visible improvements within the Project right-of-way limits and a portion of the County owned property located at 2555 W. Copans Road, Pompano Beach, FL 33069, including but not limited to valves, pipe inverts, pipe size, pipe materials, pipe direction, bottom of structures, clean-out rim and invert elevation information for all existing sanitary sewer gravity systems and drainage systems. Establish a Baseline along the entire route for future reference.
- Task 3.2 Record the location of all utility designations and locates, vacuum test holes and geotechnical borings.
- Task 3.3 Measure cross-sections of right-of-way, and 100 feet beyond Project boundary for adjacent rights-of-way at 50-foot intervals.
- Task 3.4 Survey locations of existing trees and landscape features.

- Task 3.5 Create Horizontal Control Plan. Utilize the Field Survey, Sectional information and recorded Subdivisions to build a base map land boundaries and rights-of-way relative to the Projection: State Plane, Florida East Zone, NAD 83(90) HARN, US Survey Feet.
- Task 3.6 Prepare two (2) Sketch and Legal Descriptions for utility easements required for the installation of effluent water transmission main outside the public right-of-way, subject to Contract Administrator's review and approval.
- Task 3.7 Conduct internal quality assurance procedures for review of Existing Conditions and Horizontal Control Plans.

Consultant shall show the location of existing utilities on design drawings based on accuracy of evidence obtained. Consultant shall verify utility locations identified by utility companies.

Task 4 RESERVED.

II. Phase II Services – Engineering Design

Final Design

Consultant shall prepare and submit to County final design(s) based on the schematic design, Preliminary Engineering Report, and Contract Documents that are approved by permitting agencies under regulations in effect as of the date of the Notice to Proceed, subject to Contract Administrator's review and approval.

Consultant shall also submit construction documents following the typical 50%/90%/100% submittal schedule for all required disciplines, which shall incorporate County review and comments. Each submittal shall be subject to Contract Administrator's review and approval. Consultant shall incorporate all applicable County feedback.

Permitting

Consultant shall:

- a. Prepare permit applications;
- b. Obtain all permits necessary for the Project work; and
- c. Coordinate with regulatory agencies.

Contract Documents

Consultant shall:

- a. Prepare complete Contract Documents, including technical specifications and design documents, subject to Contract Administrator review and approval; and
- b. Prepare Contract Documents in accordance with Broward County Purchasing Division requirements.

Bidding/Award Services

Consultant shall assist County during the bidding and award of the contract documents.

Tasks 5-10

Consultant shall also perform the following tasks for Phase II:

Task 5 Design of one (1) Transmission Main

Consultant shall provide complete design services including but not limited to the following:

- Task 5.1 Complete design of effluent water transmission main (EWTM) for two (2) separate bid packages, including demolition and restoration plans, subject to review and approval by Contract Administrator.
- Task 5.2 Complete final design drawings the EWTM (1" = 30' scale), subject to review and approval by Contract Administrator.
- Task 5.3 Prepare details for connection points for users including meter details, as necessary.
- Task 5.4 Determine phasing of system connections to be made during construction, subject to review and approval by Contract Administrator.
- Task 5.5 Complete additional geotechnical testing and review associated reports to determine soil conditions and roadway restoration requirements for final transmission main routes.
- Task 5.6 Complete utility vacuum test holes to determine accurate locations (horizontal and vertical) of existing underground facilities in-line with the final transmission main routes.
- Task 5.7 Conduct survey and record the location and grade elevations of all utility vacuum test holes and additional geotechnical borings.
- Task 5.8 Determine existing utilities to be relocated and/or replaced.
- Task 5.9 Provide information on design drawings for utility crossings and required utility adjustments.
- Task 5.10 Prepare specifications for construction of improvements, subject to review and approval by Contract Administrator.
- Task 5.11 Conduct internal quality assurance procedures at 50%, 90%, 100% design and final design stages.
- Task 5.12 Determine locations for the installation of valves.
- Task 5.13 Calculate quantities and prepare estimate of probable cost for each design submittal required for this phase.

Task 6 Contract Documents

Consultant shall prepare the bid documents for submittal to County, subject to review and approval by Contract Administrator. The Project shall be "bid" as two (2) bid packages.

- Task 6.1 Consultant shall prepare Contract Documents including bidding documents, general and supplementary conditions, technical specifications and drawings that show the character and extent of Project.
- Task 6.2 Consultant shall recommend, and Contract Administrator shall determine, the construction sequencing and restrictions during construction. Consultant shall coordinate phasing with County for incorporation into Contract Documents.

- Task 6.3 Consultant shall prepare complete technical specifications for the Project describing the work and approved materials and equipment, subject to Contract Administrator's review and approval.

Task 7 Public Awareness

Consultant shall assist Contract Administrator regarding public information as follows:

- Task 7.1 Attend meetings with stakeholders such as but not limited to local business owners, City of Pompano Beach, Florida Department of Transportation, FEC and CSX Railroad, Public and School Transportation, Neighborhood Associations or community groups, as requested by the Contract Administrator.
- Task 7.2 Attend meetings and provide coordination as requested by the Contract Administrator during construction.

Task 8 Geohydrologic Services

Consultant shall perform the following tasks and services:

- Task 8.1 Review of the Broward County Resilient Environment Department (BCRED) Semi-Annual Inventory Report of Contaminated Locations in Broward County, Florida (Current) to identify known sites of groundwater contamination that exist within one-quarter mile of the Project.
- Task 8.2 Performance of a "windshield" survey to confirm the locations of the known contamination sites and to identify other potential sources of groundwater contamination likely to be affected by the construction dewatering.

Task 9 Permitting

Consultant shall prepare and process documents for permitting and assist in obtaining approval from agencies having jurisdiction over this Project. Consultant shall monitor changes in agency approval requirements and, subject to Contract Administrator approval, shall amend the schedule and documents and/or drawings accordingly. Failure of Consultant to identify governmental authorities that have jurisdiction over Project at the time of scope preparation does not relieve Consultant from the responsibility to pursue the permit as described above.

At a minimum, the following governmental authorities have or may have jurisdiction over Project:

- Broward County Resilient Environment Department – Wastewater License
- Broward County Resilient Environment Department – Tree Removal Permit
- Broward County Highway Construction and Engineering – Plan Review
- Broward County Traffic Engineering Division – Plan Review
- City of Pompano Beach – Plan Review
- CSX Railroad – Utility Permit
- Federal Aviation Administration - Notice of Proposed Construction or Alteration, to be sponsored by the City of Pompano Beach
- CSX Railroad – Utility Crossing License Application

- Florida East Coast Railway (FDOT) – Utility Crossing License Application
- Florida Department of Transportation District 4 – Utility Permit
- Florida Department of Environmental Protection - Notification/Application for Constructing A Domestic Wastewater Collection/Transmission System

Task 9.1 Consultant shall prepare permitting applications as well as documents and design data as may be required so that Contract Administrator may apply for approvals of all such governmental authorities that have jurisdiction over Project. Identification of governmental authorities is the responsibility of Consultant. County shall pay all permit fees. Consultant shall assist in obtaining such approvals by participating in meetings, submissions, re-submissions and negotiations with such authorities. Consultant shall prepare a Governmental Authority Approval Schedule that lists the significant events for all regulatory agency and municipal government permits and approvals required to construct the Project. The schedule shall show time allocations for each listed event and the critical path of the permitting/approval process. The schedule shall be updated and submitted as revisions are warranted.

Task 9.2 If construction of Project requires a permit issued by a Building Official, Consultant shall apply for examination of plans pursuant to Florida State Statutes. Consultant shall make changes to Contract Documents as required by the Building Official at no additional cost to County. Consultant shall advise Contract Administrator of construction estimate of probable cost and schedule impacts caused by changes required by the Building Official. County shall pay any review fee charged by the Building Official.

Task 9.3 Consultant shall prepare permit applications and submit them with drawings and other supporting documentation to Broward County Water and Wastewater Services for signatures. Consultant shall obtain Contract Administrator approval if additional fees will be required for early review/approval of design by permitting agencies.

Task 9.4 Consultant shall submit completed permit applications to the required regulatory agencies for approval. Consultant shall include copies of the drawings and specifications to any governmental agency (such as Broward County Resilient Environment Department and local engineering departments) from which any approvals are required prior to the public notice for the Invitation to Bid.

Task 10 Bidding Assistance

Preparation of Final Bid Documents – Purchasing Final Review/Bid Set:

Consultant shall make final revisions to the documents based on review comments received by permitting agencies and the County, subject to Contract Administrator’s review and approval. Consultant shall provide an electronic copy of the bid documents to the County and shall complete the following tasks:

- Task 10.1 Consultant shall attend one (1) pre-bid conference and job walk through prior to the advertised bid date.
- Task 10.2 Consultant shall provide technical specifications, drawings, and bid form electronically to County, all subject to Contract Administrator's review and approval, for electronic distribution to contractors. If County provides questions from bidders to Consultant electronically, Consultant shall provide timely responses, via email, to the inquiries of potential bidders through written addenda or responses to Commonly Asked Questions. Consultant shall provide information electronically to County for incorporation into addenda by County.
- Task 10.3 Upon receipt of the lowest responsive bid from County, Consultant shall evaluate bids for technical compliance and shall make a recommendation to the County in regard to the award of the contract. Non-technical bid requirements shall be evaluated by County. This Scope of Services does not include time for Consultant to assist County in the event of a bid protest.
- Task 10.4 Consultant shall conform contract documents to incorporate addenda and provide eight sets of conformed documents, all subject to Contract Administrator's review and prior written approval, for execution by County and construction contractor within seven (7) calendar days of request by County.

III. Phase III Services – Engineering Services During Construction

Engineering Services During Construction

Consultant shall provide engineering services during construction that include all necessary support to provide construction administration services, full time resident Project representatives, public outreach, and Project closeout during the construction phase. Engineering services during construction are anticipated to include, but are not limited to, general management, contract interpretation and clarification, site inspections, attendance at meetings, shop drawing review, response to requests for information, claims and change order review, contract schedules and schedule of values review, pay request review, as-built drawing review, final certification and permit closeout, and record drawing preparation.

Tasks 11- 13

The purpose of the construction contract administration services, described below, to be provided by Consultant is to manage the construction of the Project.

Upon the award of the Construction Contract(s), Consultant shall commence construction administration services, including those described in Tasks 11 through 13 below.

Upon issuance of a separate Notice to Proceed by Contract Administrator for onsite construction contract administration services, Consultant shall identify Consultant's Resident Project Representative (RPR) and assistants, all of whom are subject to Contract Administrator's

approval. Upon Contract Administrator's approval, RPR and assistants shall perform the onsite tasks for construction administration services under this Phase III:

Task 11 Services During Construction

Consultant shall provide all of the following services under Task 11:

- a. Serve as County's focal point for construction liaison with construction contractor to provide assistance in understanding the intent of the Contract Documents.
- b. Attend pre-construction conferences, progress meetings and other Project conferences and provide Contract Administrator with five (5) sets of 11" x 17" of plans and drawings, subject to Contract Administrator's review and prior written approval.
- c. Assist in obtaining from Contract Administrator additional details or information when required at the job site.
- d. Conduct on-site observations and verification of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents. **In addition, Consultant must inform Contract Administrator and construction contractor each and every time that there is evidence that any construction is unsatisfactory, faulty, defective, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made, or has been damaged before final payment. Consultant shall immediately inform County and construction contractor of any construction activities requiring a shop drawing submittal.** Consultant shall also visually inspect, review, and determine suitability, method of storage, and substitution of materials, equipment and supplies delivered to the construction site.
- e. Maintain a set of "as-built" drawings with notes and annotations based on Consultant's observations. Obtain from construction contractor measurements and notations on the plans to show field changes in construction and "as-built" conditions.
- f. Verify that operating and maintenance procedures are available to Contract Administrator before equipment start-up and operator training is conducted by construction contractor as required by the Contract Documents and in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.
- g. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project and record the outcome of these inspections in the daily report.
- h. Evaluate construction contractor's suggestions for modifications in drawings or specifications. Conduct on-site observations and verifications of all conditions and situations which may or have led to a construction contractor request for a modification of the contract. Notify the Contract Administrator within twenty-four (24) hours of the impending request and timely provide an estimate of the cost and time impacts on the Project. Review and respond to construction contractor's request(s) for information (RFIs). Document conditions and situation necessitating any claim(s) for Change Order, Request(s) for a Change Order, or Change Order Request(s) (RCOs).
- i. Maintain at the job site orderly files, all in electronic format(s) of the type commonly accessible by County, for correspondence, meeting minutes, shop drawings and samples submission, reproductions of original construction contract documents including all

addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the construction contract documents, progress reports, and other Project related documents. Consultant must notify Contract Administrator in writing before scheduled major tests, inspections, or start of important phases of construction.

- j. Keep a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures, all in electronic format(s) of the type commonly accessible by County. Record the names, addresses and telephone numbers of construction contractor, subcontractors and major suppliers of materials and equipment, all in electronic format(s) of the type commonly accessible by County. The form of daily diary shall be subject to the approval of Contract Administrator.
- k. Provide to Contract Administrator written daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site. The form of daily reports shall be subject to the approval of Contract Administrator. Reports shall be submitted by Consultant on a bi-weekly basis.
- l. Review shop drawings, RCOs, Change Orders, and applications for payment with construction contractor for accuracy, completeness and back-up detail to include but not limited to verification of quantities, acceptability of work, percentage of activity completion, quantity of stored material, proper storage of material, deviations from the current, approved schedule.
- m. During the course of construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by construction contractor are applicable to the items actually installed.
- n. Before issuance of a determination of Substantial Completion or Final Completion, participate in a joint inspection with Contract Administrator designees and prepare a list of items requiring completion or correction (punch-list) for approval by the Contract Administrator. Provide construction contractor with an Contract Administrator-approved copy of the punch list. Update punch-list as corrections are made. Participate in the final inspection.
- o. Coordinate with Contract Administrator and construction contractor any necessary shutdowns and interruptions of County's facilities.
- p. Immediately report to Contract Administrator the occurrence of any accident on, or relating to, the construction site.
- q. Photograph critical activities, key events, unsatisfactory performance, disputed activities and general construction progress. Photos shall be labeled in a manner to clearly identify the significance of the photo (what, where, when, why, and who) and shall be provided to County in digital format.

- r. Provide information to construction contractor for the submittal of the Notice of Intent (NOI) to the Florida Department of Environmental Protection in accordance with the National Pollutant Discharge Elimination System (NPDES) permit requirement and maintaining the Storm Water Pollution Prevention Plan on file at the construction site or other designated location.
- s. Provide final certification(s) as required by permitting agencies.
- t. Coordinate all geotechnical/material testing as required.
- u. Subject to Contract Administrator's review and approval, prepare final "as-built" drawings from information, signed and sealed by a Professional Surveyor, supplied by the construction contractor for the Project to be "released." Consultant shall ensure that final "as-built" drawings are signed and sealed by a Professional Engineer/Surveyor licensed in the State of Florida.
- v. Provide "as-built" data to Broward County Water and Wastewater Services (BCWWS) and Broward County Water and Wastewater Engineering Division (BCWWED) AutoCAD format and one (1) set signed and sealed black line drawings, all subject to Contract Administrator's review and approval.
- w. Conduct a site inspection no more than one (1) month before the end of the one (1) year warranty expiration, document site inspection in writing, and notify the Contract Administrator and construction contractor of any corrections necessary.

Consultant's Resident Project Representative (RPR) and assistants shall not:

- a. Undertake any of the responsibilities of construction contractor or their subcontractors.
- b. Advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- c. Advise on or issue directions about safety precautions and programs relating to the construction contractor's work.
- d. Approve any interruptions or modification of County's facilities without the prior written approval of Contract Administrator.

Task 12 Post Construction Services

During the post construction services phase, Consultant shall assist the County with the transfer of as-built information related to the construction of the new facilities into an electronic media that maximizes the County's ability to utilize the information efficiently when the future need to do so arises.

- Task 12.1 Re-draw "as-built" Drawings (Project Record Drawings). Consultant shall provide Project Record Drawings based on the Contract Documents and utilizing the "as-built" information provided by the construction contractor. The Record Drawings shall be prepared by Consultant in conformance with the current BCWWS standards that require state plane coordinates for key elements and the removal of all original design information that does not reflect the as-built condition. Record Drawings shall be completed by Consultant no later than sixty (60) days from the

receipt of final “as-builts” from construction contractor, subject to Contract Administrator’s review and written approval.

Task 13 Optional Services

Consultant shall provide optional services, as identified by the Contract Administrator, which are related to but beyond the level of effort of the scope of work outlined above. Services provided under this Task 13 shall be billed on an hourly or lump sum basis up to the specified amount as authorized by the Contract Administrator, pursuant to Article 6 of this Agreement and subject to the limits specified therein. Services performed under this Task must be initiated by County via a Work Authorization issued pursuant to Article 6 of this Agreement.

IV. Project Assumptions

- a. Environmental permitting, studies, surveys, or determinations, are not anticipated, and therefore, are not included.
- b. Bridge crossings or aerial crossings with proposed transmission main is not anticipated, and therefore, structural engineering and analysis is not included.
- c. County is responsible for all permitting fees required to permit the Project even if they exceed those that are included as a reimbursable.

D. Time for Performance

Consultant shall deliver complete Final Design and Contract Documents within four hundred eighty (480) calendar days after the Notice to Proceed is issued by Contract Administrator.

**Exhibit B
Maximum Billing Rates**

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects:
 Category 3 – Regional Effluent and Reuse Solutions
 Consultant/
 Subconsultant Name: Thompson & Associates, Inc., Civil Engineering, D/B/A Thompson and Associates

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------------------------|-----------------------------|---|------------|---|------------------------------|
| PRINCIPAL | \$116.50 | | 2.76 | | \$300.00 * |
| SR. PROJECT MANAGER | \$90.00 | | 2.76 | | \$248.40 |
| PROJECT MANAGER | \$80.00 | | 2.76 | | \$220.80 |
| SENIOR ENGINEER | \$85.00 | | 2.76 | | \$234.60 |
| ENGINEER | \$75.00 | | 2.76 | | \$207.00 |
| SR. ENGINEERING TECHNICIAN | \$55.00 | | 2.76 | | \$151.80 |
| ENGINEERING TECHNICIAN | \$45.00 | | 2.76 | | \$124.20 |
| SR. RESIDENT PROJECT REPRESENTATIVE | \$60.00 | | 2.76 | | \$165.60 |
| RESIDENT PROJECT REPRESENTATIVE | \$45.00 | | 2.76 | | \$124.20 |
| ADMINISTRATIVE ASSISTANT | \$30.00 | | 2.76 | | \$82.80 |

Multiplier of 2.76 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (120.37)%

FRINGE = HOURLY RATE X FRINGE (30.65) %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE **2.76**

*MAXIMUM BILLING RATE CAPPED AT \$300.00

Maximum Billing Rates

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects:
 Category 3 – Regional Effluent and Reuse Solutions
 Consultant/
 Subconsultant Name: Black & Veatch Corporation

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------|-----------------------------|---|------------|---|------------------------------|
| | | | | | |
| SR. TECHNICAL ADVISOR | \$123.53 | | 3.07 | | \$300.00 |
| PROJECT DIRECTOR | \$96.09 | | 3.07 | | \$295.00 |
| SR. PROJECT MANAGER | \$84.22 | | 3.07 | | \$258.56 |
| PLANNING MANAGER | \$84.44 | | 3.07 | | \$259.23 |
| SR. PROJECT ENGINEER | \$83.76 | | 3.07 | | \$257.14 |
| SR. HYDRAULIC MODELER | \$78.83 | | 3.07 | | \$242.01 |
| TECHNICAL ADVISOR | \$78.16 | | 3.07 | | \$239.95 |
| ENGINEERING MANAGER | \$69.36 | | 3.07 | | \$212.94 |
| STAFF ENGINEER III | \$65.63 | | 3.07 | | \$201.48 |
| SR. DESIGNER | \$57.26 | | 3.07 | | \$175.79 |
| SR. PROJECT CONTROLS | \$56.41 | | 3.07 | | \$173.18 |
| HYDRAULIC MODELER | \$50.48 | | 3.07 | | \$154.97 |
| STAFF ENGINEER II | \$49.08 | | 3.07 | | \$150.68 |
| ACCOUNTANT | \$38.06 | | 3.07 | | \$116.84 |
| STAFF ENGINEER | \$37.08 | | 3.07 | | \$113.84 |
| TECHNICIAN | \$35.86 | | 3.07 | | \$110.09 |
| ADMINISTRATIVE ASSISTANT | \$29.16 | | 3.07 | | \$89.52 |

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (171.218)%

FRINGE = HOURLY RATE X FRINGE (included in OVERHEAD, not a separate audited value)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (13.19)%

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

3.07

Maximum Billing Rates

Project No: PNC2123898P1
 Project Title: Regional Effluent and Reuse Solutions
 Thompson & Associates, Inc., Civil
 Engineering, D/B/A Thompson and
 Associates
 Consultant:
 Subconsultant Name Craven Thompson & Associates

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | x | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|---|-----------------------------|---|------------|---|------------------------------|
| Principal Engineer | \$120.00 | | 2.67 | | \$300.00* |
| Senior Supervising Engineer | \$85.00 | | 2.67 | | \$226.95 |
| Senior Engineer | \$66.00 | | 2.67 | | \$176.22 |
| Project Engineer | \$60.00 | | 2.67 | | \$160.20 |
| Technician | \$40.00 | | 2.67 | | \$106.80 |
| Dir Construction Management/Project Manager | \$83.00 | | 2.67 | | \$221.61 |
| Construction Manager | \$58.00 | | 2.67 | | \$154.86 |
| Senior Field Representative | \$48.00 | | 2.67 | | \$128.16 |
| Principal Land Surveyor | \$73.00 | | 2.67 | | \$194.91 |
| Professional Land Surveyor | \$55.00 | | 2.67 | | \$146.85 |
| Project Surveyor | \$52.00 | | 2.67 | | \$138.84 |
| Senior CADD/GIS Tech | \$35.00 | | 2.67 | | \$93.45 |
| Survey Crew - 1 Person | \$35.00 | | 2.67 | | \$93.45 |
| Survey Crew - 2 Person | \$58.00 | | 2.67 | | \$154.86 |
| Survey Crew - 3 Person | \$75.00 | | 2.67 | | \$200.25 |
| Principal Landscape Architect | \$72.00 | | 2.67 | | \$192.24 |
| Sr Supervising Landscape Architect | \$64.00 | | 2.67 | | \$170.88 |
| Senior Landscape Architect | \$54.00 | | 2.67 | | \$144.18 |
| Landscape Architect | \$46.00 | | 2.67 | | \$122.82 |
| Project Planner | \$46.00 | | 2.67 | | \$122.82 |
| Clerical | \$36.00 | | 2.67 | | \$96.12 |
| | | | | | |

Multiplier of 2.67 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (86.89%)

FRINGE = HOURLY RATE X FRINGE
(47.10%)

OPERATING MARGIN = (HOURLY RATE+ OVERHEAD+ FRINGE) X OPERATING MARGIN (14.00%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE =
2.67

* \$300 per hour maximum rate

Maximum Billing Rates

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects:
 Category 3 - Regional Effluent and Reuse Solutions
 Consultant/
 Subconsultant Name: Garth Solutions, Inc.

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------|-----------------------------|---|------------|---|------------------------------|
| Principal | \$85.00 | | 2.31 | | \$196.35 |
| Public Outreach Manager | \$65.00 | | 2.31 | | \$150.15 |
| Graphic/Content Designer | \$65.00 | | 2.31 | | \$150.15 |
| Outreach Coordinator | \$50.00 | | 2.31 | | \$115.50 |
| Copywriter | \$40.00 | | 2.31 | | \$92.40 |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD 100.00%

FRINGE = HOURLY RATE X FRINGE 10.00 %

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

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

Add if applicable:

Notes:

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

Maximum Billing Rates

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects:
 Category 3 - Regional Effluent and Reuse Solutions.
 Consultant/
 Subconsultant Name: Tierra South Florida, Inc.

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-----------------------|-----------------------------|---|------------|---|------------------------------|
| Principal Engineer | \$91.35 | | 3.00 | | \$274.05 |
| Chief Engineer | \$81.73 | | 3.00 | | \$245.19 |
| Senior Engineer | \$74.52 | | 3.00 | | \$223.56 |
| Project Manager | \$69.71 | | 3.00 | | \$209.13 |
| CADD | \$46.63 | | 3.00 | | \$139.89 |
| Sr. Engineering Tech. | \$35.00 | | 3.00 | | \$105.00 |
| Inspector | \$30.00 | | 3.00 | | \$90.00 |

FAR Overhead adjusted per below to cap Multiplier at 3.00:

OVERHEAD = HOURLY RATE X OVERHEAD (155.52)%; adjusted to 125.93% for 3.0 multiplier

FRINGE = HOURLY RATE X FRINGE (74.07) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (0.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE 3.00

Exhibit B-1
Reimbursables for Direct Non-Salary Expenses

Project No: PNC2123898P1
Project Title: Engineering Services for Water and Wastewater
Projects: Category 3 – Regional Effluent and Reuse
Solutions

| Reimbursable | Maximum Reimbursable |
|---|-----------------------------|
| Reimbursables, Document Reproduction, Courier Services | \$5,000.00 |
| Permit Fees | \$25,000.00 |
| Subsurface Utility Locates and Test Holes | \$139,604.45 |
| Geotechnical Testing | \$115,000.00 |
| Total | \$284,604.45 |

Reimbursables for Direct Non-Salary Expenses

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater:
 Category 3 - Regional Effluent and Reuse Solutions
 Consultant/
 Subconsultant Name: Tierra South Florida, Inc.

| UNIT PRICE ITEM | UNIT | UNIT PRICE |
|--|--------------|------------|
| Soil Testing | | |
| Field Density Test (five [5] minimum) | per test | \$30.00 |
| Proctors | per test | \$125.00 |
| Limerock Bearing Ratio Test | per test | \$300.00 |
| Atterberg Limit Test | per test | \$80.00 |
| Carbonate Content Test | per test | \$100.00 |
| Organic Content Test | per test | \$50.00 |
| Corrosion Series | per test | \$190.00 |
| Natural Sample Moisture Content | per test | \$20.00 |
| Unit Weight and Moisture Content (Undisturbed Sample) | per test | \$50.00 |
| Concrete & Masonry Materials | | |
| Concrete Compression Test (Min. four [4] cylinders per trip) | per set | \$150.00 |
| *Prepare cylinders & slump test on site, and deliver to lab | | |
| Additional Concrete Cylinders | per cylinder | \$20.00 |
| Concrete Compression test only [delivered to lab] | per cylinder | \$20.00 |
| Slump test | per test | \$20.00 |
| Air Content test | per test | \$25.00 |
| Flexure Beam Test (2 beams/test) | per beam | 140.00 |
| Prepare Flexure Beams on site (set of 2 beams) | per set | 150.00 |
| Grout Prism (Six [6] per set) | per set | \$80.00 |
| *Includes preparation of Prism on site | | |
| 2" x 2" Mortar Cubes (Six [6] per set) | per set | \$80.00 |
| * Includes preparation of Cubes on site | | |
| Additional Mortar cubes | per cube | \$20.00 |
| | | |

| UNIT PRICE ITEM | UNIT | UNIT PRICE |
|---|-----------|------------|
| Compressive Strength | per unit | \$80.00 |
| Absorption | per unit | \$50.00 |
| Concrete Cores (Min. 3 shots) | | |
| Secure, trim, & test | per core | \$80.00 |
| Testing of core [delivers to lab (Incl. Trim)] | per core | \$50.00 |
| Windsor Probe Test (Min. 3 shots) | per test | \$150.00 |
| Additional Windsor Probe Tests | per test | \$100.00 |
| Aggregate Testing | | |
| Grain size determination | | |
| Full grain size (8 sieves) | per test | \$75.00 |
| Wash through (#200) | per test | \$45.00 |
| Sieve Analysis- Coarse Aggregate | per test | \$45.00 |
| Specific Gravity & Absorption of Fine or Coarse Aggregate | per test | \$70.00 |
| Asphalt Testing | | |
| Asphalt Cores (obtaining core samples) | per unit | \$150.00 |
| Asphalt Extraction & Gradation | per unit | \$150.00 |
| Asphalt Density & Thickness | per unit | \$25.00 |
| Marshall Stability (incl. density, flow, and stability of 3 specimens) 50 blows | per unit | \$150.00 |
| Field Explorations/Investigations | | |
| Auger Borings | per foot | \$11.00 |
| Standard Penetration Test Borings-Truck Rig (0'-50') | per foot | \$14.00 |
| Truck Rig (51'-100') | per foot | \$16.00 |
| Grout-Seal Boreholes (0'-50') | per foot | \$6.00 |
| Grout-Seal Boreholes (51'-100') | per foot | \$7.00 |
| Casing Allowance (0'-50') | per foot | \$7.00 |
| Casing Allowance (51'-100') | per foot | \$9.00 |
| Muck Probing (4 hr. min.) (2-man crew) | per hour | \$130.00 |
| Mobilization of drilling equipment to project (Min. Charge) Truck-Mounted Rig | per unit | \$450.00 |
| Support Truck | per day | \$150.00 |
| Maintenance of Traffic (MOT) | per setup | \$1,500.00 |

| UNIT PRICE ITEM | UNIT | UNIT PRICE |
|---|----------|------------|
| Miscellaneous Service | | |
| Percolation Test | per test | \$450.00 |
| Double Ring Infiltrometer Test | per test | \$750.00 |
| Install Monitoring Well, 25' depth | per LF | \$45.00 |
| Plug & Abandon Monitoring Well, 25' depth | per LF | \$18.00 |

Reimbursables for Direct Non-Salary Expenses

Project No: PNC2123898P1
Project Title: Engineering Services for Water and Wastewater:
Category 3 - Regional Effluent and Reuse Solutions
Consultant/
Subconsultant Name: US Utility Potholing & Air Excavation

| UNIT PRICE ITEM | UNIT | UNIT PRICE |
|---------------------------------------|-----------------|------------|
| Utility Locating | Per Linear Foot | \$1.35 |
| Utility Potholing in Natural Ground | per Hole | \$375.00 |
| Utility Potholing in Concrete/Asphalt | per Hole | \$525.00 |
| Major MOT | per Day | \$1,800.00 |
| Basic MOT | per Day | \$850.00 |
| Flaggers three (3) person crew | per Day | \$1,200.00 |

Exhibit C Minimum Insurance Requirements

Broward County Board of
County Commissioners

Bid PNC2123898P1

INSURANCE REQUIREMENTS

Project: Professional Engineering Services for Utility Analysis Zones, Septic Tank Elimination, and Regional Effluent and Reuse Solutions Projects
Agency: Water and Wastewater Services

| TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION WAIVER | MINIMUM LIABILITY LIMITS | | |
|--|-------------------------------------|-------------------------------------|--|--------------------------|-------------|
| | | | | Each Occurrence | Aggregate |
| GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises- Operations <input type="checkbox"/> XCU - Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations | \$1,000,000 | \$2,000,000 |
| AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i> | | | Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage | \$1,000,000 | |
| <input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i> | | | | | |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i> | N/A | <input checked="" type="checkbox"/> | Each Accident | STATUTORY LIMITS | |
| <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY | | | Each Accident | \$1,000,000 | |
| <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals. | N/A | | Each Claim: *Maximum Deductible: | \$2,000,000 \$100,000 | |
| <input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY | | | Each Claim: *Maximum Deductible: | \$10,000 | |
| Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. 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. | | | | | |
| CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301 | | | Digitally signed by COLLEEN A. POUNALL Date: 2022.03.04 11:40:44 -05'00' _____ Risk Management Division | | |

8/10/2022 12:27 PM

p. 68

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

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

2. This Work Authorization directs Consultant to provide the services described in Exhibit A of this Work Authorization and is issued pursuant to Article 6 of the Agreement.

3. Compensation and Method of Payment.

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

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

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

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

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

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

5. CBE Goals.

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

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified and incorporated herein as Exhibit C.

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.

7. This Work Authorization is effective upon complete execution by County and Consultant. This Work Authorization 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.

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

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. [____]: BROWARD COUNTY, by and through its [____], as authorized pursuant to Section 6.3 of the Agreement, and [____], signing by and through its [____], duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its [_____]

By _____

____ day of _____, 20__.

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

By _____

Name _____ Date _____
Senior/Assistant County Attorney

By _____

Name _____ Date _____
Senior/Assistant County Attorney

CONSULTANT

WITNESS:

[Insert Consultant Name]

(Signature)

By _____
Authorized Signer

Print Name

____ day of _____, 20__.

**Exhibit E
Schedule of Subconsultants**

Project No: 106923
 Project Title: ENGINEERING SERVICES FOR WATER AND WASTEWATER PROJECTS:
 CATEGORY 3 - REGIONAL EFFLUENT AND REUSE SOLUTIONS
 Facility Name: []

| No. | Firm Name | Discipline |
|-----|---------------------------------------|---|
| 1. | Black and Veatch | Civil |
| 2. | Craven Thompson & Associates | Survey & Civil |
| 3. | Garth Solutions | Public Awareness |
| 4. | Tierra South Florida | Geotechnical Engineering and Testing |
| 5. | US Utility Potholing & Air Excavation | Subsurface Utility Engineering/Utility locate - Soft Digs |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Exhibit F
CBE Subconsultants and Letters of Intent



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.: PNC2123898P1-01-03 - Regional Effluent and Reuse Solutions

Project Title: Engineering Services for Water and Wastewater Projects

Bidder/Offeror Name: Thompson and Associates

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

Authorized Representative: Darren Badore Phone: 954-325-1626

CBE Firm/Supplier Name: CC American Enterprises LLC

Address: 4630 NE 11th Avenue City: Oakland Park State: FL Zip: 33334

Authorized Representative: Chuck Faust Phone: 954-937-1488

- 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 |
|--------------------------------|--------------------|----------------------------------|---------------------------------------|
| Utility Locating and Soft Digs | 561990 | \$ 139,604.45 | 3.10 % |
| | | | % |
| | | | % |

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: AMBR Date: 04/18/2023

Bidder/Offeror Authorized Representative

Signature:  Title: Vice President Date: 04/18/2023

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

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

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

Rev.: June 2018

Compliance Form No. 004



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

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

Solicitation No.: PNC2123898P1-01-03 - Regional Effluent and Reuse Solutions

Project Title: Engineering Services for Water and Wastewater Projects

Bidder/Offeror Name: Thompson and Associates

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

Authorized Representative: Darren Badore Phone: 954-325-1626

CBE Firm/Supplier Name: Garth Solutions

Address: 5595 Orange Drive, Suite 202 City: Davie State: FL Zip: 33314

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

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

Work to be performed by CBE Firm

| Description | NAICS ¹ | CBE Contract Amount ² | CBE Percentage of Total Project Value |
|--------------------------------------|--------------------|----------------------------------|---------------------------------------|
| Public Awareness and Public Outreach | 541910 | \$ 35,000.00 | 0.78 % |
| | | | % |
| | | | % |

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President & CEO Date: 04/14/2023

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 04/14/2023

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

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

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

Rev.: June 2018

Compliance Form No. 004



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

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

Solicitation No.: PNC2123898P1-01-03 - Regional Effluent and Reuse Solutions

Project Title: Engineering Services for Water and Wastewater Projects

Bidder/Offeror Name: Thompson and Associates

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

Authorized Representative: Darren Badore Phone: 954-325-1626

CBE Firm/Supplier Name: Thompson and Associates

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

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

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

Work to be performed by CBE Firm

| Description | NAICS ¹ | CBE Contract Amount ² | CBE Percentage of Total Project Value |
|-------------------|--------------------|----------------------------------|---------------------------------------|
| Civil Engineering | 541330 | \$ 2,705,038.80 | 60.11 % |
| | | | % |
| | | | % |

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 04/18/2023

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 04/18/2023

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

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

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

Rev.: June 2018

Compliance Form No. 004