



**AGREEMENT BETWEEN BROWARD COUNTY AND ALLBRIGHT ENGINEERING INC.
FOR CONSULTING SERVICES FOR PINE ISLAND ROAD FROM COMMERCIAL BOULEVARD
TO MCNAB ROAD
(RFP # TRN2127896P1)**

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and AllBright Engineering Inc., a Florida corporation (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County issued a request for proposals (“RFP”) No. TRN2127896P1 for the consultant services for improvements to Pine Island Road from Commercial Boulevard to McNab Road.

B. Consultant is experienced in providing professional services for roadway improvements as set forth in Exhibit A, Scope of Services.

C. County desires to engage Consultant to provide such services for improvements to Pine Island Road from Commercial Boulevard to McNab Road in Broward County.

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

E. County has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, as amended (“CCNA”), and has selected Consultant to perform the services stated herein.

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 County’s Highway Construction and Engineering Division, the Assistant Director of County’s Highway Construction and Engineering Division, or such other person designated in writing by the Director of County’s Highway Construction and Engineering Division. The Contract Administrator is the County’s representative for the Project.

- 1.5. **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.7. **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.8. **Project** means the work required under this Agreement as is described in more detail in Exhibit A.
- 1.9. **Purchasing Director** means County’s Director of Purchasing.
- 1.10. **Services** means the work set forth in Exhibit A, and includes civil, structural, and electrical engineering, landscape architectural services, and other professional design services required to complete the Project, as well as any Optional Services procured under this Agreement.
- 1.11. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.12. **Subconsultant** means an entity or individual, including subcontractors, providing Services to County through Consultant, regardless of tier.

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
Exhibit G	State-Funded Grant Agreement (FPN: 449509-1-43-01)

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 or 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 beyond the level of effort contemplated by this Agreement, whether or not the Scope of Services identifies such work, Consultant shall notify the Contract Administrator in writing in a timely manner before

proceeding with such 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. 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 for such comments, if any, stated 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 One Million Four Hundred Twenty-three Thousand Nine Hundred Sixty-two and 27/100 Dollars (\$1,423,962.27).

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 Sixty Thousand Eight Hundred Fifty-four Dollars (\$60,854.00).

5.1.3. Optional Services. County may procure Optional Services pursuant to Article 6 up to a maximum not-to-exceed amount of One Hundred Fifty-seven Thousand Five Hundred Dollars (\$157,500.00). Unused Optional Services amounts 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 One Hundred Two Thousand Six Hundred Twenty-five and 55/100 Dollars (\$102,625.55). Any unused amounts shall be retained by County.

5.1.5. Maximum Billing Rates. The maximum billing rates payable by County for each of Consultant’s employee categories are shown on Exhibit B and 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 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: Phase I of the Florida Department of Transportation (“FDOT”) Design Manual	35%	\$555,604.64
Phase II: Phase II of FDOT Design Manual	30%	\$476,232.55
Phase III: Phase III of FDOT Design Manual	25%	\$396,860.46
Phase IV: Phase IV of FDOT Design Manual	3%	\$47,623.25
Phase V: Final Plans, Specification, and Estimates	2.2%	\$34,923.72
Construction Phase: Post-Design Services	4.8%	\$76,197.20
Total Services Fee	100%	\$1,587,441.82
Optional Services	N/A	\$157,500.00

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. 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") shall be limited to those permitted under 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 address for Consultant as stated in Section 11.10 of this Agreement.

5.6. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds, pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

5.7. Transportation Surtax Funding. Any portion of this Project that is budgeted by County to be funded from proceeds of the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, shall be paid exclusively from the transportation surtax. If such budgeted transportation surtax proceeds are not available or appropriated, County shall not have any obligation to utilize ad valorem funds or any other revenue source to pay for that portion of the Project, and County may terminate this Agreement pursuant to Article 8 below. Funding for transportation surtax-funded work shall be utilized only for the purposes permitted under Section 212.055(1)(d), Florida Statutes.

5.8. 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.

5.9. 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. In the event of an overcharge 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 thirty (30) 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 and loss of potential investment returns (including 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 and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and 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. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7.13. 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.

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

ARTICLE 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 (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) 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, 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.

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 including recovery of costs incurred by County due to Consultant's failure to comply with any term(s) of this Agreement.

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. Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

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

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

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

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

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

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

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

10.9. Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist designated by the Contract Administrator. 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 or designee 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 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.

Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2. Rights in Documents and Work. Any and all 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 any other provision 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 declaration or affidavit in a form acceptable to County 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) 577-4566, SGAFFUD@BROWARD.ORG, NORTH UNIVERSITY DRIVE, BOX B300, PLANTATION, FLORIDA 33324.

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 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, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.8. 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 and the Florida Department of Transportation. 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.

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

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 Highway Construction and Engineering Division
Attn: Michael Hammond, P.E.
Contract Administrator
Government Center West, Box B300
1 N. University Drive
Plantation, Florida 33324
Email address: mhammond@broward.org

FOR CONSULTANT:

AllBright Engineering Inc.
17901 NW 5th Street, Suite 106A
Contact: Tommy Ruiz, PE, CFM
Phone: 954-533-3434
Email address: Tommy.Ruiz@allbrightengineering.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 for County 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 primarily or directly 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 by Consultant pursuant to this Agreement, Consultant will be paid a reuse fee to be

negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse assignment shall include any modifications to the drawings, specifications, and other documents required to adapt the design documents to the new use. 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, Consultant shall revise the design documents to comply with building codes and other jurisdictional requirements current at the time of reuse for the new use or 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. Public Art and Design. To the extent the Project includes artwork as defined by Section 1-88 of the Code, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide workspace for the artist during the preliminary

design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan. Consultant's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section. Consultant shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s). If the Project is funded in whole or in part with proceeds from the transportation surtax, only artistic elements that are not prohibited under Section 212.055(1), Florida Statutes, may be funded through the surtax.

11.31. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

11.32. Iron and Steel Products. If this Agreement is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

11.33. Special Funding Requirements. Consultant shall comply and require its Subconsultants to comply with all terms and conditions of the State-Funded Grant Agreement (FPN: 449509-1-34-01), attached as Exhibit G, and all federal, state, and local laws and regulations applicable to this Project.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__; and Consultant, signing by and through its duly authorized representative.

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

Digitally signed by Gavin P. Rynard
Date: 2025.01.15 09:37:21 -05'00'

By: NATHANIEL A. KLITSBERG
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

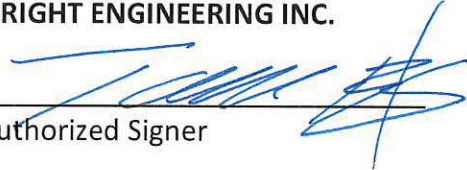
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01/08/2025
#TRN2127896P1

AGREEMENT BETWEEN BROWARD COUNTY AND ALLBRIGHT ENGINEERING INC.
FOR CONSULTING SERVICES FOR FOR PINE ISLAND ROAD FROM COMMERCIAL BOULEVARD
TO MCNAB ROAD
(RFP # TRN2127896P1)

CONSULTANT

ALLBRIGHT ENGINEERING INC.

By: 
Authorized Signer

Tomas Ruiz, President
Print Name and Title

14 day of January, 20 25



EXHIBIT A

BROWARD COUNTY

RFP No.: TRN2127896P1

SCOPE OF SERVICES

FOR

**CONSULTING SERVICES FOR PINE ISLAND ROAD
FROM COMMERCIAL BOULEVARD TO MCNAB ROAD
BROWARD COUNTY PROJECT NO. 108416**

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

1. Purpose	2
2. Project Description	2
3. Project Schedule and Submittals	3
4. Project Requirements	5
5. Project Common Tasks	6
6. Project General Tasks (FDOT SHE Activity 3)	7
7. Roadway Analysis (SHE Activity 4 & 36)	10
8. Roadway Plans (FDOT SHE Activity 5)	13
9. Drainage Analysis and Drainage Plans (FDOT SHE Activity 6a and 6b)	13
10. Utilities (FDOT SHE Activity 7)	14
11. Environmental Permits and Environmental Clearances (FDOT SHE Activity 8)	18
12. Structures Miscellaneous (FDOT SHE Activity 9, 18)	20
13. Signing and Pavement Markings Analysis (FDOT SHE Activity 19)	20
14. Signing and Pavement Markings Plans (FDOT SHE Activity 20)	20
15. Signalization Analysis (FDOT SHE Activity 21)	21
16. Signalization Plans (FDOT SHE Activity 22)	22
17. Lighting Analysis (FDOT SHE Activity 23)	22
18. Lighting Plans (FDOT SHE Activity 24)	23
19. Landscape Analysis (FDOT SHE Activity 25)	23
20. Landscape Plans (FDOT SHE Activity 26)	24
21. Survey (FDOT SHE Activity 27)	25
23. Geotechnical (FDOT SHE Activity 35)	26
24. 3D Modelling (FDOT SHE Activity 36)	27
25. Provisions for Services	28

1. Purpose

County engages Consultant for the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the roadway described herein ("Project").

Consultant will prepare and provide the Contract Administrator with a complete set of construction contract documents, including signed and sealed plans, specifications, reports, supporting engineering analysis, calculations, and other documentation, as required for the Project. These construction contract documents will be used by contractor to be retained by the County to build the Project ("Construction Work"). These construction contract documents will be used by the Contract Administrator or County's construction engineering inspection ("CEI") consultant for inspection and final acceptance of the Construction Work. Consultant must follow a systematic engineering process to ensure that all required Project components are included in the development of the construction contract documents and that the Construction Work can be built as designed and to the specifications of the construction contract documents.

This Scope of Services sets forth activities and task numbers for the Project that are derived from the Florida Department of Transportation ("FDOT") Staff Hour Estimate ("SHE") guidelines. The activities and task numbers for the Project were utilized to negotiate the level of effort necessary for Consultant to complete the Project's overall design paid on a Maximum Amount Not-To-Exceed basis. Minor modifications to concepts or quantities of certain features from how they were originally negotiated are anticipated. Such modifications shall not be a basis for a supplemental compensation for the Services under the Agreement.

Consultant must demonstrate good project management practices while performing the Services, including regular communication with County staff and others as necessary, management of time and resources, and documentation of all work performed. Consultant will set up and maintain a contract file throughout the design of the Project. Consultant is expected to know the laws and rules governing its profession and will provide Services in accordance with all applicable regulations, codes and ordinances, and recognized standards applicable to such Services. Consultant will provide qualified technical and professional personnel to provide the Services in accordance with all applicable standards and procedures, duties, and responsibilities assigned under the terms of this Agreement. Consultant must minimize to the maximum extent possible County's need to apply its own resources to Services authorized by County's Project Manager.

County and Consultant will each appoint a Project Manager who will be responsible for coordination between the Parties in connection with Consultant's performance of the Services as described in this Scope of Services (each a "Project Manager").

2. Project Description

Consultant must provide design, permitting, and post-design services primarily for all street features installation, new mast arm with signalization component installation, lighting improvements, Americans with Disabilities Act ("ADA") upgrades, drainage improvements, roadway widening, and roadway rehabilitation with milling and resurfacing (or reconstruction),

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

signage, and pavement markings within the Project corridor along Pine Island Road from Commercial Boulevard to McNab Road.

3. Project Schedule and Submittals

Within ten business days after Contract Administrator’s issuance of the Notice To Proceed for the Services (“NTP”), but before Consultant commences work, Consultant must provide a proposed Project schedule for each Phase to County’s Project Manager with the total calendar days to complete each Project phase as well as the entire Project. The schedule shall be based upon the duration specified below starting with the date specified in the NTP. The schedule shall be accompanied by an anticipated payout and fiscal progress curve, including all required design phase submittals.

Consultant must prepare phase submittals in accordance with the FDOT and Broward County Standards, using the current editions of the Standard Plans, FDOT Design Manual and Standard Specifications for Road and Bridge Construction, and any other applicable FDOT manual/guideline/standard. Consultant must furnish each phase submittal to County’s Project Manager and other agencies, including forwarding to FDOT for uploading the submittal to the FDOT Electronic Review Comment System. Consultant must respond to all comments to the phase submittals and perform necessary corrections on all errors or deficiencies.

Table 1 below identifies the key milestones of the Services and their time for completion, which shall commence on the date(s) identified in County’s NTP.

Table 1 - Key Milestones and Durations

<i>Phases*</i>	<i>Duration (months)</i>
<i>Line & Grade</i>	1
<i>Phase I – 30% Design</i>	3
<i>Phase II – 60% Design</i>	4
<i>Phase III – 90% Design</i>	4
<i>Phase IV – 100% Design</i>	4
<i>Phase V: Final Signed and Sealed Plans, Specifications with all required, approved Permits</i>	2
Total	18

*FDOT Design Manual, Topic #625-000-002, 301 Sequence of Plans Preparation (2022).

The items required for each phase submittal and their respective status (i.e. Preliminary (“P”), Complete but subject to change (“C”), and Final (“F”)) are listed in Table 2 below. These deliverable items shall follow the requirements set forth in the latest version of the FDOT Design Manual and the Project specific details referenced in its respective scope section.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Table 2 - Summary of Phase Submittals

ITEM	PHASE I	PHASE II	PHASE III	PHASE IV
Key Sheet	P	P	C	F
Signature Sheet (sign and seal)		P	C	F
Summary of Pay Items		P	C	F
Summary of Quantities		P	C	F
Drainage Map	P	P	C	F
Typical Section	P	P	C	F
Summary of Drainage Structures		P	C	F
Optional Materials Tabulation		P	C	F
Project Layout	P	C	C	F
Project Control	P	C	C	F
Roadway Plan-Roadway Profile	P	C	C	F
Intersection Layout/Detail	P	P	C	F
Drainage Structures		P	C	F
Cross Section Pattern		P	C	F
Cross Sections	P	P	C	F
Roadway Soil Survey		P	C	F
Stormwater Pollution Prevention Plan ("SWPPP")		P	C	F
Temporary Traffic Control Plans ("TTCP")	P	P	C	F
Utility Adjustments			C	F
Miscellaneous Structures		P	C	F
Signing and Pavement Marking Plans		P	C	F
Signalization Plans	P	P	C	F
Lighting Plans	P	P	C	F
Landscape/Irrigation Plans		P	C	F

Periodically, throughout the term of the Agreement, County's Project Manager will review the Project schedule, payout, and fiscal progress curves, and if changes are necessary, Consultant must make such changes in accordance with the Agreement.

Consultant must submit the approved schedule, schedule status report, and progress and payout curves with the monthly progress report to County's Project Manager. The schedule shall be submitted in PDF format.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

4. Project Requirements

4.1. Liaison Office

County and Consultant have designated the liaison offices and Project Managers identified below, who shall be the Parties' representatives for the Project.

For Consultant: AllBright Engineering Inc.
17901 NW 5th Street, Suite 106A
Pembroke Pines, FL 33029
Contact : Fernando Gomez, PE, PSM
Phone: 954-533-3434
Email: fernando.gomez@allbrightengineering.com

For County: Highway Construction and Engineering Division
1 N. University Drive, Box B300
Plantation, FL 33324-2038
Contact : Alejandro Martinez, PE
Phone : 954-577-4570
Email : alemartinez@broward.org

4.2. Key Personnel

Consultant must perform its work as directed by the key personnel identified in Consultant's proposal presentations for the Solicitation. Any changes in the indicated personnel shall be subject to review and approval by County's Project Manager.

4.3. Progress Reporting

Consultant must meet with County's Project Manager, as requested, and provide a written monthly progress report with the approved Project schedule, Project schedule status, and payout curve, which is the graphical representation of the time of payments, or by using the earned value method, which represents the value of the work completed, to describes the Services performed on each task. Consultant may submit invoices only after County's Project Manager reviews and approves the monthly progress report and the payout curve or with the earned value analysis. The Project Manager will make judgment on whether Services of sufficient quality and quantity have been accomplished by comparing the reported percent complete against actual Services accomplished.

4.4. Correspondence

Consultant must provide copies of all written correspondence between Consultant and any party pertaining to the Agreement to County's Project Manager for their records within one week after the receipt or mailing of said correspondence.

4.5. Professional Endorsement

Consultant must have a licensed professional engineer(s) in the State of Florida sign and seal all reports, documents, Technical Special Provisions, Modified Special Provisions, and plans as required by Florida Statutes and any other applicable standards or requirements.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

4.6. Computer Automation

Consultant must develop the construction contracts documents utilizing Computer Aided Drafting and Design ("CADD") systems in accordance with the requirements in the Florida Department of Transportation's CADD Manual.

4.7. Coordination with Other Consultants

Consultant must coordinate its Services with any and all adjacent and integral consultants working on nearby projects so as to effect complete and homogenous plans and specifications for the Project described herein.

4.8. Invoicing Limits

Consultant must submit invoices to County's Project Manager in the manner set forth in Article 5 of the Agreement. Consultant must track staff hours by design Project phase and activity. County's Project Manager and Consultant will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the Project schedule and the Services performed and accepted by County's Project Manager.

Consultant must provide a list of key events, which include Phase submittals and certain milestones tasks arriving at each Phase submittal, and the associated total percentage of Services considered to be complete at each event. Payments will not be made that exceed the percentage of Services performed for any event until those events have occurred and the results are acceptable to the Contract Administrator.

5. Project Common Tasks

Consultant shall perform the Project common tasks set forth below.

- a. Cost Estimates: Consultant must produce construction cost estimates for the Construction Work.
- b. Field Reviews: Consultant must make necessary trips to the Project corridor as required to obtain necessary data for all elements of the Project.
- c. Technical Meetings: Consultant must attend all technical meetings necessary to perform this Scope of Services. This includes meetings with County staff and meetings between engineering disciplines and Subconsultants, such as access management meetings, pavement design meetings, meetings with local governments, airports, progress review meetings (phase review), and miscellaneous meetings. Consultant must prepare, and submit to County's Project Manager for review, the meeting minutes for all meetings attended by Consultant. The meeting minutes are due within five business days after each meeting.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

d. Quality Assurance/Quality Control:

Consultant must provide a QA/QC Plan for the Project that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the Agreement. Consultant must describe how the checking and review processes will be documented to verify that the required procedures were followed. Consultant must submit the QA/QC Plan for County's Project Manager's review and approval within 20 business days after the written NTP. The Plan must be signed by Consultant's Project Manager and Consultant's QA/QC Manager. The Plan shall include the names of Consultant's staff that will be in responsible charge of the QA/QC reviews. This staff must be a Florida Licensed Professional Engineer fully qualified under F.A.C. 14-75 with respect to the Services type being reviewed. Consultant shall provide a marked up set of prints from each QA/QC review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.). Consultant must submit QA/QC documents with each phase submittal and regularly communicate with County's Project Manager. For each phase submittal, Consultant shall provide a written resolution of comments for each QA/QC review on a point-by-point basis if requested by County's Project Manager. The responsible professional engineer, landscape architect, or professional surveyor and mapper who was responsible for the QA/QC review must sign a statement certifying that the review meets all required FDOT Standard Specifications for Road and Bridge Construction.

Consultant shall perform a QA/QC of its plans and other deliverables required by the Agreement and this Scope of Services on an ongoing basis.

Consultant will be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications, and other Services furnished by Consultant and their Subconsultant(s) under this Agreement.

Consultant must, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications, or other products and Services.

- e. Supervision: Consultant must supervise all technical design activities.
- f. Coordination: Consultant must coordinate with all Subconsultants to produce a final set of construction contract documents.

6. Project General Tasks (FDOT SHE Activity 3)

The Project General Tasks, described below, apply to the Project as a whole.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

6.1. Public Involvement (FDOT SHE Activity 3, Task No. 3.1)

Consultant must perform public involvement tasks, including communicating to all interested persons, groups, and government organizations information regarding the development of the Project. Consultant must provide to County's Project Manager drafts of public involvement presentations for review and approval at least 21 business days prior to printing and/ or distribution to any third party.

6.1.1. Community Awareness Plan (SHE Activity 3, Task No. 3.1.1)

Consultant must prepare a community awareness plan that contemplates a complex Project with new signals as detailed in Sections 15 and 16, access management modifications to allow or restrict vehicular traffic movements, and designated turn lanes. Consultant must perform updates to the community awareness plan with every phase submittal and document each public involvement effort.

6.1.2. Driveway Modification Letters (SHE Activity 3, Task No. 3.1.5)

Consultant must prepare a sketch of the proposed driveway modification(s) for each property's driveway impacted by the Project.

6.1.3.

Consultant must prepare a three- to five-minute "fly-through" 3D visualization video of the proposed Project design, highlighting the design improvements. A voice-over narrative script will be developed in a WORD document through collaboration with Consultant and County's Project Manager. The actual voice-over will then be recorded by a professional narrator and returned to the visualization team for inclusion in a final animation. The animation will be synchronized with the voice-over narrative. Major existing background features, which are existing vegetation, buildings, and street features, must be 3D-modeled to standard resolution. Consultant must provide a draft of the visualization deliverables to the County's Project Manager for review and approval, and the final visualization deliverables that incorporates any changes required by the County's Project manager.

6.1.4. PowerPoint Presentations (FDOT SHE Activity 3, Task No. 3.1.8)

Consultant must prepare PowerPoint presentations for use in public meetings. Consultant shall prepare such presentations in coordination with County's Project Manager. The presentation must include plan views of impacts to medians, intersections, the multi-modal TTCP, and driveway harmonization plans. Consultant must make the presentations at public meetings after the 60% design phase. The presentation shall be made to the public and to elected officials. Consultant shall conduct up to three public meetings.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Consultant may be required to hold other public meetings with homeowner associations along the Project corridor, as determined by the County's Project Manager.

6.1.5. Public Meeting Preparations (FDOT SHE Activity 3, Task No. 3.1.9)

Consultant must prepare the necessary presentation materials for the public meetings, including handouts and exhibits. Consultant must brief County staff on the presentation material and discussion topics.

6.1.6. Public Meeting Attendance and Follow-up (FDOT SHE Activity 3, Task No. 3.1.10)

Consultant must attend public meetings and assist with meeting set-up and take down. Consultant must also prepare a summary of the public meeting that includes copies of all materials (i.e. slides, boards, handouts, completed sign-in sheets, and completed comment forms) shown or provided at the public meeting. The summary shall also include all comments made during or after the meeting and Consultant's written responses to those comments. Consultant must attend the meetings with an appropriate number of personnel to assist County's Project Manager in conducting public meetings.

6.1.7. Other Agency Meetings (FDOT SHE Activity 3, Task No. 3.1.11)

In addition to scheduled public meetings, Consultant may be required to participate in meetings with local governing authorities as determined by the County's Project Manager. Consultant's participation will include, but not be limited to, presentations during the meetings, note taking, and summarizing the meeting in a memorandum to the file. It is estimated for the Project that there will be two meetings with local governing authorities such as the City of Tamarac and the FDOT.

6.2. Specifications Package Preparation (FDOT SHE Activity 3, Task No. 3.3)

Consultant must provide modification of County's standard specification package, which provides the standard requirements, procedures, and technical specifications for constructing roadways and related infrastructure projects in Broward County, for the Project as determined by County's Project Manager.

6.3. Contract Maintenance and Project Documentation Preparation (FDOT SHE Activity 3, Task No. 3.4)

Consultant must perform contract maintenance, which includes Project management efforts for complete setup and maintenance of files, electronic folders, documents, and the development of technical monthly progress reports and schedule updates. Consultant must also perform Project documentation, which includes the compilation and delivery of final documents, reports, or calculations that support the development of the construction contract documents.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

6.4. Prime Consultant Project Manager Meetings (SHE Activity 3, Task No. 3.6)

Consultant must attend meetings with County's Project Manager, which involves Consultant's Project Manager's time for travel and attendance at activity technical meetings and other meetings included in the list of Project Manager meetings in accordance with SHE Activity 3, Task No. 3.6. Staff hours for other personnel attending activity technical meetings are included in the meeting task for that specific activity.

6.5. Post-Design Services (SHE Activity 3, Task No. 3.8)

Consultant must provide post-design services during the Construction Work. These Services may include:

- Review of shop drawings
- Respond to requests for information from the construction inspection team
- Field visits, as determined necessary by County's Project Manager, to clarify design issues during the Construction Work

7. Roadway Analysis (SHE Activity 4 & 36)

Consultant must perform a roadway analysis, as described below,

7.1. Typical Section Package (FDOT SHE Activity 4, Task No. 4.1)

Consultant must provide the typical sections of the roadway as necessary to cover the entire Project. Consultant must investigate two typical sections and present recommendations to County's Project Manager on which typical section would be better for the corridor based on Consultant's findings. Consultant must design the Project in general conformance with the typical sections approved by County's Project Manager.

7.2. Pavement Design Package (FDOT SHE Activity 4, Task No. 4.3)

Consultant must prepare a pavement design package that addresses existing and proposed pavement design calculation.

7.3. Cross-Slope Correction (FDOT SHE Activity 4, Task No. 4.4)

If a widening and resurfacing concept is implemented, Consultant must include all work necessary to analyze existing cross-slopes and develop cross-slope correction concepts.

7.4. Horizontal/Vertical Master Design Files (FDOT SHE Activity 4, Task No. 4.5)

Consultant must design the horizontal and vertical geometry of the roadway using the FDOT Standard Plans that are most appropriate to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility for Life Program, access management, previous study documents, and this Scope of Services.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Consultant must establish the roadway master design files containing all the essential design elements for the Project for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all Services to create elements showing the alignment for both horizontal and vertical geometries in the plan and profile portion of plan sheets. Consultant must also place labels and required information in accordance with the FDOT CADD Manual and Florida Design Manual ("FDM") in the master design file. Consultant must also analyze and design elements required for the plan/profile geometries including horizontal/vertical alignments, back of sidewalk profiles, intersection layouts, curb return profiles, ramp profiles, utilities, etc.

7.5. Cross Section Design Files (FDOT SHE Activity 4, Task No. 4.8)

Consultant must develop and establish cross section design files in accordance with the FDOT CADD Manual. Estimated cross section spacing is at 100 feet, or as required. This includes the Services required to establish and utilize intelligent/automated methods for creating cross sections, including determining the locations for which all cross sections will be shown, creating pattern line file, .tin file, .dat file, input files, criteria files, cross section .dgn files, cross section refinement (non-automated modification), placement of utilities, soil boxes, right-of-way ("R/W") lines, earthwork calculations, etc.

7.6. Temporary Traffic Control Plan ("TTCP") Analysis (SHE Activity 4, Task No. 4.10)

Consultant must design a safe and effective TTCP Level II to move vehicular and pedestrian traffic during all phases of the Construction Work. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within a clear zone, transit stops, and traffic monitoring sites. Consultant must give special consideration to the construction of the drainage system when developing the construction phases. Positive drainage must be always maintained. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the construction contract includes joint project agreements ("JPA"s).

Consultant must investigate the need for temporary highway lighting, detours, diversions, and lane shifts in the design. Consultant must coordinate with the City of Tamarac during the design to maintain minimum lighting levels. The TTCP shall be prepared by a certified designer who has completed training as required by County's Project Manager. Before proceeding with the TTCP, Consultant will meet with the appropriate County staff. The purpose of this meeting will be to provide information to Consultant to coordinate the preliminary and final TTCP efforts.

Consultant must consider the local impact of any lane closures or alternate routes to if any road closures that will be required by the design. Proposed road closings are subject to the review and approval of County's Project Manager. Consultant must use diligence to minimize negative impacts to the Project by appropriate specifications, recommendations, or plans

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

development. Local impacts for Consultant to consider shall include local events, holidays, peak seasons, detour route deterioration, and other eventualities. Consultant will be responsible to obtain local authorities' permission for use of detour routes not on state/County highways.

Consultant must perform all services necessary to develop a TTCP concept, including determining the usage of lane closures, lane configurations, traffic pacing, detours, diversions, lane shifts, bridge transitions, temporary drainage, temporary signals including signal clearances, retaining walls, and pedestrian TTCP. This TTCP is categorized as Level II. Consultant must include the analysis and development of TTCP cross sections based on 100-foot intervals.

7.7. Master TTCP Design Files (FDOT SHE Activity 4, Task No. 4.11)

Consultant must develop master TTCP files showing each phase of the TTCP. This includes all Services necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways. The proposed TTCP is based on a three-phase construction operation.

7.8. Design Report (FDOT SHE Activity 4, Task No. 4.14)

Consultant must prepare a Design Report, which shall identify the design criteria for the Project. The Design Report is to be delivered as a signed and sealed pdf file.

7.9. Roadway Quantities for EQ Report (FDOT SHE Activity 4, Task No. 4.15)

Consultant must develop accurate roadway quantities and the supporting documentation for them, including construction days when required. This task includes all Services required to determine the quantities for placement in the various summary of quantities' sheets and boxes, prepare the supporting documentation, and estimate construction days when required.

7.10. Cost Estimate (FDOT SHE Activity 4, Task No. 4.17)

Consultant must provide cost estimates with Phase III and Phase IV submittals.

7.11. Technical Special Provisions and Modified Special Provisions (FDOT SHE Activity 4, Task No. 4.18)

County does not anticipate any Technical Special Provisions ("TSP") or Modified Special Provisions ("MSP") for the Project. However, during performance of this Scope of Services, Consultant must verify with County's Project Manager if any TSP or MSP is needed.

7.12. Other Roadway Analyses (FDOT SHE Activity 4, Task No 4.19)

Consultant must review survey information (profile, elevations, cross slopes, etc.) and the condition of the existing pavement, and based on this data must evaluate the feasibility of widening and resurfacing.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

7.13. Field Reviews (FDOT SHE Activity 4, Task No. 4.20)

Consultant must conduct field reviews to obtain necessary data for design.

7.14. Technical Meetings (FDOT SHE Activity 4, Task No. 4.22)

Consultant must attend technical meetings with local governments and organizations (e.g., cities, counties, MPO) to coordinate roadway analysis activities (typical section, pavement, access management, and driveways).

8. Roadway Plans (FDOT SHE Activity 5)

Consultant must prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans must include the following sheets necessary to convey the intent and scope of the Construction Work: Key Sheet, Summary of Pay Items including Quantity Input, Typical Sections, Typical Section Details, General Notes/Pay Item Notes, Summary of Quantities Sheets, Plan Sheet, Profile Sheet, Intersection Layout Details, Roadway Soil Survey Sheets, Cross Sections, TTCP Plan Sheets, TTCP Detail Sheets, Tree Disposition Plan Sheets and Tables and Schedules, Project Control Sheets, and Utility Verification Sheets ("SUE Data"). Plan Sheets shall be formatted to meet the required scale at an 11-inch x 17-inch sheet size.

9. Drainage Analysis and Drainage Plans (FDOT SHE Activity 6a and 6b)

9.1. Drainage Analysis (SHE Activity 6a)

Consultant must analyze and document drainage tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Consultant will be responsible for designing a drainage and stormwater management system, utilizing a combination of existing, open, and closed elements and determining the number of stormwater management facility sites and cross drains required. All designs must comply with the requirements of the appropriate regulatory agencies' permits (i.e. South Florida Water Management District, and Local Drainage District, etc.) and the FDOT's Drainage Manual.

Consultant must coordinate with the appropriate permitting agencies and County staff. Consultant must coordinate all activities and submittals through County's Project Manager. The Services shall include the engineering analyses for any or all of the following:

9.1.1. Drainage Map Hydrology (FDOT SHE Activity 6a, Task No. 6a.1)

Consultant must create a (post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Consultant must also coordinate the conveyance of drainage hydrologic features onto produced drainage maps.

9.1.2. Design of Floodplain Compensation (FDOT SHE Activity 6a, Task No. 6a.8)

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Consultant must prepare floodplain compensation to meet regulatory agency requirements.

9.1.3. Design of Storm Drains (FDOT SHE Activity 6a, Task No. 6a.9)

Consultant must delineate contributing drainage areas, determine runoff, inlet locations, and spread, which is the lateral extent of stormwater on the roadway surface measured from the edge of pavement. Consultant must calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses), determine design tailwater, and, if necessary, outlet scour protection. Consultant must also design cross drains and ditches as required by the permitting agencies.

9.1.4. Optional Culvert Material (FDOT SHE Activity 6a, Task No. 6a.10)

Consultant must determine the acceptable options for pipe materials using the Culvert Service Life Estimator.

9.1.5. French Drain Systems (FDOT SHE Activity 6a, Task No. 6a.11)

Consultant must design french drain systems to provide stormwater treatment and attenuation. Consultant must also identify locations for percolation tests, determine the size and length of french drains, design the control structure/weir, and model the system of inlets, conveyances, french drains, and other outfalls using a routing program. It is anticipated that existing french drains will be left as-is, unless determined otherwise by Consultant and the County Project Manager.

9.1.6. Drainage Design Documentation Report (FDOT SHE Activity 6a, Task No. 6a.13)

Consultant must compile drainage design documentation into a report format, which shall include the documentation for all the drainage design tasks and associated meetings and decisions.

9.1.7. Temporary Drainage Analysis (FDOT SHE Activity 6a, Task No. 6a.15)

Consultant must perform temporary drainage analysis needed for complex TTCP phasing for urban multi-lane reconstruction.

9.2. Drainage Plans (FDOT SHE Activity 6b)

Consultant must prepare drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the Construction Work: Drainage Map, Summary of Drainage Structures, Optional Pipe/Culvert Material Tabulation, Drainage Structure Sheets (per structure), Drainage Detail Sheets, Erosion Control Plan Sheets, and SWPPP Sheets.

10. Utilities (FDOT SHE Activity 7)

Consultant must identify utility facilities and secure agreements, utility Services schedules, and plans from the Utility Agency Owners ("UAO") to ensure all conflicts that may exist between utility

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

facilities and the Construction Work are addressed and shall not conflict with the Construction Work schedule. Consultant must certify that all utility negotiations have been completed and that arrangements have been made for utility design services to be undertaken. Consultant must ensure Broward County standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

Consultant must identify a staff person responsible for managing all utility coordination activities, including the following:

- Assuring that utility coordination and accommodation are in accordance with FDOT, Federal Highway Administration ("FHWA"), and American Association of State Highway and Transportation Officials ("AASHTO") standards, policies, procedures, and design criteria.
- Identifying all existing utilities and coordinating any new installations. Resolving utility conflicts with the Consultant's engineer of record.
- Scheduling and performing utility coordination meetings, keeping and distributing of minutes/action items of all utility meetings, and ensuring prompt follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected UAOs and ensuring this information is properly coordinated and documented.
- Identifying and coordinating the completion of any UAO agreement that may be required for reimbursement, or accommodation of the utility facilities associated with the Project.
- Reviewing and certifying to County's Project Manager that all utility Services schedules are correct and in accordance with County's standards, policies, and procedures.
- Prepare, review, and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

10.1. Utility Kickoff Meeting (FDOT SHE Activity 7, Task No. 7.1)

Before any contact with the UAO(s), Consultant must meet with County's Project Manager to receive guidance, as may be required, to assure that all necessary coordination is accomplished in accordance with County procedures. Consultant must have a copy of the Project schedule reflecting utility activities.

10.2. Identify Existing Utility Agency Owner(s) (FDOT SHE Activity 7, Task No. 7.2)

Consultant must identify all UAOs within and adjacent to the Project corridor that may be impacted by the Project.

10.3. Make Utility Contacts (SHE Activity 7, Task No. 7.3)

First Contact: Consultant must send letters and two sets of plans to each UAO, one set for the utility office, and one set to County's Project Manager. Consultant must also contact UAOs by phone for meeting coordination. Consultant must request type, size, location, easements, and cost for relocation if reimbursement is claimed from UAOs. Consultant must request the voltage level for power lines in the Project area from UAOs. Consultant must prepare the meeting schedule (if applicable) and the Project schedule. Consultant must prepare typical

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

meeting agenda. If Consultant schedules a meeting, Consultant must give a four-week notice to required UAO meeting attendees.

Second Contact: At a minimum of four weeks prior to the meeting, Consultant must transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by County's Project Manager) to each UAO having facilities located within the Project corridor, and one set to County's Project Manager.

Third Contact: Consultant must identify relevant utility agreements and assemble corresponding packages. Consultant must send agreements, letters, the utility conflict information (when applicable and in the format requested by County's Project Manager) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance. Consultant must also include the Project schedule.

10.4. Preliminary Utility Meeting (FDOT SHE Activity 7, Task No. 7.5)

Consultant must schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the Project corridor to present Project information, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from County's Project Manager, discuss the utility services by highway contractor option (when a UAO funds betterments to their system and includes the design plans thereof into the Project plans) with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. Consultant must keep accurate meeting minutes and distribute a copy to all attendees.

10.5. Individual/Field Meetings (FDOT SHE Activity 7, Task No. 7.6)

Consultant must meet with each UAO as necessary, separately or together, throughout the Project duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work and assist in the development of the UAO(s) plans and work schedules. Consultant is responsible for ensuring that the UAOs complete and return the necessary documents after each utility contact or meeting.

10.6. Collect and Review Plans and Data from UAO(s) (FDOT SHE Activity 7, Task No. 7.7)

Consultant must review utility-marked plans and data individually as they are received. Consultant must ensure information from the UAO (utility type, material, and size) is sent to Consultant's engineer of record for inclusion in the plans. Consultant must forward all requests for utility reimbursement and supporting documentation to County's Project Manager.

10.7. Utility Design Meeting (FDOT SHE Activity 7, Task No. 7.9)

Consultant must schedule (time and place), notify participants, and conduct a utility meeting with all affected UAO(s). Consultant must be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, TTCP (construction

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights, discuss with each UAO the utility Services by highway contractor option and discuss any future design issues that may impact utilities to the extent that they may affect existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO.

The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before the completion of the construction contract documents, including utility adjustment details. The intent of this meeting is to also work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction contract documents as may be deemed practical by the UAO. Consultant must keep accurate minutes of all meetings and distribute a copy to all attendees within three calendar days after the meeting. Consultant should see Scope Section 7.4 (Horizontal/Vertical Master Design File – SHE Activity 4, Task No. 4.5) and Section 7.5 (Cross Section Design Files – SHE Activity 4, Task No. 4.9) for utility conflict location identification and adjustments.

10.8. [Review Utility Markups & Work Schedules and Processing of Schedules & Agreements \(FDOT SHE Activity 7, Task No. 7.10\)](#)

Consultant must review utility marked up plans by the UAOs and work schedules as they are received for content and coordinate review with Consultant. Consultant must send color markups and schedules to County's Project Manager, and Broward County Traffic Operations for review and comment if required. Consultant must coordinate with County's Project Manager for signature of the marked-up plans and schedules. Consultant must distribute executed final documents to the UAOs. Consultant must prepare Work Orders for UAO(s). Consultant must coordinate with County staff for the programming of necessary funds for utilities relocation.

10.9. [Utility Coordination/Follow-up \(FDOT SHE Activity 7, Task No. 7.11\)](#)

Consultant must provide utility coordination and follow up with UAOs. This includes follow-up, interpreting plans, and assisting the UAOs with the completion of their work schedules and agreements. This also includes phone calls, face-to-face meetings, etc., to ensure the UAO(s) complete and return the required documents in accordance with the Project schedule. Consultant must ensure the resolution of all known utility conflicts. Consultant must keep accurate minutes of all meetings and distribute a copy to all attendees.

10.10. [Utility Constructability Review \(FDOT SHE Activity 7, Task No. 7.12\)](#)

Consultant must review utility schedules against the timeline for Construction Work and phasing for compatibility. Consultant must coordinate with and obtain written concurrence from County's Project Manager and compare the received utility work schedule to the construction contract documents. Consultant must prepare a Utility Conflict Matrix ("UCM").

10.11. [Construction Contract Documents to UAOs \(FDOT SHE Activity 7, Task No. 7.15\)](#)

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Consultant must transmit the construction contract documents to UAO(s) as processed for the Construction Work. Transmittals to UAO(s) shall be via electronic delivery or another agreeable format.

10.12. Certification/Close-Out (FDOT SHE Activity 7, Task No. 7.16)

Consultant must transmit utility files to County's Project Manager and prepare a utility certification letter. Consultant must certify to the appropriate County staff one of the following below per each utility company:

- All utility negotiations (full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions, Modified Special Provisions written, etc.) have been completed with arrangements made for utility Services to be undertaken and completed as required for proper coordination with the Construction Work schedule.
OR
- An on-site inspection was made, and no utility services shall be involved.
OR
- Plans were sent to the utility companies/agencies and no utility services are required.

Following utility certification, Consultant is not responsible for UAOs conducting relocations.

11. Environmental Permits and Environmental Clearances (FDOT SHE Activity 8)

Consultant must notify County's Project Manager, Environmental Permit Coordinator, and other appropriate County staff in advance of all scheduled meetings with environmental regulatory agencies to allow a County representative to attend. Consultant must copy in County's Project Manager on all permit related correspondence and meetings. Consultant must use current regulatory guidelines and policies for all permits required.

Consultant is expected to obtain permits from the following agencies:

- South Florida Water Management District ("SFWMD") Environmental Resource Permit Modification ("ERP")
- City of Tamarac Master Stormwater Management Permit Modification
- SFWMD Water Use

Consultant must anticipate permit exceptions from the SFWMD and a surface water license from Broward County's Environmental Protection and Growth Management Division ("EPGMD"). Consultant must confirm permit exceptions with SFWMD, then document such exceptions in writing.

11.1. Preliminary Project Research (FDOT SHE Activity 8, Task No. 8.1)

Consultant must perform preliminary Project research and will be responsible for regulatory agency coordination to ensure that design efforts are tailored to applicable permit requirements. Research shall include obtaining and reviewing existing documents, studies, and permits along the Project corridor, as well as the review of available federal, state, and local

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

permit files and databases, and local government information, including County and property appraiser data.

11.2. [Field Work \(FDOT SHE Activity 8, Task No. 8.2\)](#)

Consultant must perform limited field verification in connection with developing an Environmental Summary Memorandum.

11.3. [Complete And Submit All Required Permit Applications \(FDOT SHE Activity 8, Task No. 8.4\)](#)

Consultant must complete Project-related applications (i.e. ERP, Section 404), related attachments (i.e. Project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letters with a Project description, as well as complete the following forms: "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the United States Army Corps of Engineers ("USACE") "Approved Jurisdictional Determination Form"; Project-specific data forms; Uniform Mitigation Assessment Method ("UMAM"); and field review forms as required). Consultant must provide engineering and environmental responses to agency Requests for Additional Information ("RAI"s), including necessary revisions to applicable attachments. All responses and completed applications must be approved by the District Permit Coordinator. Consultant must submit applications to water management districts and/or Florida's Department of Environmental Protection ("DEP"), USACE, or local governments (those delegated ERP authority). Consultant must also include geotechnical permitting.

Consultant must complete permit applications per agency criteria. This task includes request for additional information ("RAI") sketches. This task includes coordination and review of dredge and fill sketches for temporary, secondary, and permanent impacts and wetland protection plans and features. This task also includes time for review by the Consultant's environmental scientist.

11.4. [Water Management District or Local Water Control District Right of Way Occupancy Permit Application \(FDOT SHE Activity 8, Task No. 8.7\)](#)

Consultant must provide a completed package that shows the staging areas, maintenance access, and all permanent items (i.e., guardrail, light posts, landscape, drainage structures, etc.) to remain in County R/W, and prepare per County criteria.

11.5. [Technical Meetings \(SHE Activity 8, Task No. 8.18\)](#)

Consultant must provide for multi-agency coordination, including coordinating meetings, which will be necessary to ensure acceptance of mitigation from all involved agencies. This task may include the finalization of the wetland functional assessment started under Task 8.3.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

12. Structures Miscellaneous (FDOT SHE Activity 9, 18)

Consultant must prepare plans and details for new mast arms. Structural analysis will be required for the west seawall at the culvert location.

12.1. Structures Miscellaneous (SHE Activity 18)

Consultant must analyze and prepare plans and details for mast arms at one new signalized intersection and two existing midblock crossing locations to be upgraded to HAWK signals. Consultant must gather and analyze miscellaneous structural information, run the Mathcad program, check clearances, and prepare construction contract documents, using the latest FDOT standard pole configurations with a load center check comparison against the standard poles.

13. Signing and Pavement Markings Analysis (FDOT SHE Activity 19)

Consultant must analyze and document signing and pavement markings tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Consultant must provide FDOT and MUTCD compliant signing and pavement markings within the Project corridor.

13.1 Traffic Data Analysis

Consultant must collect and analyze traffic data needed in support of the Project. (Refer to Section 15. Signalization Analysis)

13.2 Signing and Pavement Marking Master Design File (FDOT SHE Activity 19, Task No. 19.3)

Consultant must prepare the Signing & Marking Design Master file to include all necessary design elements and all associated reference files.

13.3 Multi-Post Sign Support Calculations (FDOT SHE Activity 19, Task No. 19.4)

Consultant must design post sizes for each proposed ground mount sign, which may include developing cross sections at each sign location.

13.4 Sign Panel Design Analysis (FDOT SHE Activity 19, Task No. 19.5)

Consultant must establish sign layout, letter size, and series for non-standard signs.

13.5 Quantities (FDOT SHE Activity 19, Task No. 19.7)

Consultant must include all Services required to determine the quantities for each plan sheet.

14. Signing and Pavement Markings Plans (FDOT SHE Activity 20)

Consultant must prepare a set of signing and pavement marking plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

memorandums. The plans must include the following sheets necessary to convey the intent and scope of the Construction Work: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheets, Guide Sign Work Sheets, and Special Details.

15. [Signalization Analysis \(FDOT SHE Activity 21\)](#)

Consultant must analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

15.1 [Traffic Data Collection \(FDOT SHE Activity 21.1\)](#)

Consultant must perform 12-hour turning movement counts ("TMC") and 72-hour approach counts. Consultant must also review crash reports.

15.2 [Traffic Data Analysis \(FDOT SHE Activity 21.2\)](#)

Consultant must perform an analysis, including determining a signal operation plan, intersection geometry, local signal timings, pre-emption phasing and timings, traffic forecasts, intersection analysis runs, etc. for each r intersection.

15.3 [Signal Warrant Study \(FDOT SHE Activity 21.3\)](#)

Consultant must perform a signal warrant study for Lagos de Campo Blvd. including using counts and accident history using current FDOT Manual On Uniform Traffic Studies ("MUTS")/ Manual on Uniform Traffic Control Devices ("MUTCD") standards.

15.4 [System Timings \(FDOT SHE Activity 21.4\)](#)

Consultant must analyze counts to determine proper coordination timing plans including splits, force offs, and offsets. Consultant must also prepare associated time space diagrams.

15.5 [Reference and Master Signalization Design File \(SHE Activity 21.5\)](#)

Consultant must prepare the signalization design file to include all necessary design elements and all associated reference files. There are two existing signalized intersections at Commercial Blvd and at McNab Road, two existing midblock crossings, and, if warranted, a new signal at or near Lagos De Campo Blvd.

15.6 [Overhead Street Name Sign Design \(FDOT SHE Activity 21.7\)](#)

Consultant must design signal mounted overhead street name signs.

15.7 [Pole Elevation Analysis \(FDOT SHE Activity 21.8\)](#)

Consultant must determine the proper signalization pole elevation to comply with all applicable manuals, guidelines, standards, handbooks, and procedures.

15.8 [Technical Meetings \(FDOT SHE Activity 21.15\)](#)

Consultant must attend technical signalization meetings as required.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

16. Signalization Plans (FDOT SHE Activity 22)

Consultant must prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which must include Key Sheet & Signature Sheet, General Notes/Pay Item Notes, Signalization Plan Sheets, Interconnect Plans, Traffic Monitoring Site, Guide Sign Data, Special Details, Service Point Details, Mast Arm/Monotube Tabulation Sheet, TTCP Signal, Temporary Detection Sheet, QA/QC. Consultant will be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other Services furnished by Consultant.

17. Lighting Analysis (FDOT SHE Activity 23)

Consultant must design a new lighting system along Pine Island Road consisting of LED type luminaires. The corresponding required Lighting Design Analysis Report shall include the latest FDOT/Florida Greenbook requirements for intersection lighting to provide increased illumination within crosswalks for pedestrian safety. This Report shall include photometric analyses along the roadway and at intersections, and shall also include quantities, cost estimate, and voltage drop calculations.

Consultant must analyze and document lighting tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

17.1 Lighting Design Analysis Report ("LDAR") (FDOT SHE Activity 23, Task No. 23.2)

Consultant must prepare a LDAR that includes voltage drop calculations shall. Consultant must evaluate only one alternative.

17.2 Reference and Master Design Files (FDOT SHE Activity 23, Task No. 23.5)

Consultant must prepare the lighting design file to include all necessary design elements and all associated reference files.

17.3 Design Documentation (FDOT SHE Activity 23, Task No. 23.7)

Consultant must submit Design Documentation with each plan submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation shall include:

- Correspondence with the power company concerning new electrical service.
- Include Documentation in LDAR

17.4 Quantities (FDOT SHE Activity 23, Task No. 23.8)

Consultant must determine the quantities for each plan sheet included on the various quantity sheets.

17.5 Field Reviews (SHE Activity 23, Task No. 23.12)

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Consultant must collect information from the maintaining agencies (FPL and City of Tamarac) and conduct field reviews. The reviews shall include but are not limited to the following:

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances

17.6 Technical Meetings (SHE Activity 23, Task No. 23.13)

Consultant must conduct technical meetings with the following:

- Broward County
- FPL
- Maintaining agencies (FPL and City of Tamarac)
- Progress meetings with County staff
- Phase review meetings with County staff

18. Lighting Plans (FDOT SHE Activity 24)

Consultant must prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The Plans shall include the following sheets necessary to convey the intent and scope of the Construction Work: Key Sheet, Summary of Pay Items, Tabulation of Quantities, Pole Data, Legend & Criteria, Plan Sheet, and Special Details.

19. Landscape Analysis (FDOT SHE Activity 25)

Consultant must develop the Landscape Plans in coordination with County's Project Manager and as required by Broward County EPGMD Tree Removal Permit. Consultant must design a Landscape Plan that does not conflict with existing and/or proposed underground utilities or any other components of the lighting plans. Consultant must analyze and document landscape architecture tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Tree Disposition and Relocation Analysis at Phase I

19.1.1 Data Collection (FDOT SHE Activity 25, Task No. 25.1)

Consultant must visit the Project corridor to obtain and verify information regarding existing trees, palms, vegetation, and hardscape elements that may be impacted by the Construction Work. This task also requires identifying applicable local codes and other Project data related to the landscape.

19.1.2 Site Inventory and Analysis for Proposed Landscape (FDOT SHE Activity 25, Task No. 25.2)

Consultant must prepare a Project corridor inventory set of plans providing locations for existing trees and palms, their existing conditions, and an evaluation

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

to determine if they are to be incorporated into the proposed design plans or relocated off site.

19.1.3 Planting Design (FDOT SHE Activity 25, Task No. 25.3)

Consultant must prepare planting relocation design based on the proposed relocation Project corridor layout, Project corridor inventory, and identified landscape areas during the analysis phase. This task shall include proposed planting types, layout, and planting theme that is consistent with the Project corridor.

19.1.4 Irrigation Design (FDOT SHE Activity 25 Task No. 25.4)

Consultant must prepare irrigation Plans for medians along the Project corridor.

19.1.5 Cost Estimate (FDOT SHE Activity 25, Task No. 25.7)

Consultant must prepare a cost estimate for the landscape architectural elements detailed in the planting design and hardscape design.

19.1.6 Technical Special Provisions (FDOT SHE Activity 25, Task No. 25.8)

Consultant must prepare technical specifications and special provisions as they relate to landscape architecture: 1 Technical Special Provisions for Irrigation expected.

19.1.7 Other Landscape Services (FDOT SHE Activity 25, Task No. 25.10)

Consultant must prepare one tree permit subject County's Project Manager review and approval.

19.1.8 Field Reviews (SHE Activity 25, Task No. 25.12)

Consultant must conduct field reviews to obtain necessary data for design.

19.1.9 Meetings (FDOT SHE Activity 25, Task No. 25.13)

Consultant must conduct meetings with the City of Tamarac and County staff during the Project design.

20. Landscape Plans (FDOT SHE Activity 26)

Consultant must prepare a set of Landscape Plans for any median tree relocations through coordination with Broward County EPGMD, Broward County Highway Construction and Engineering Division, and the city of Tamarac. Consultant must prepare a set of Landscape Plans for any replacement plantings, including the following sheets: Key Sheet, Tabulation of Quantities, General Notes, Tree and Vegetation Protection and Relocation Plans and Tree Disposition Plans, Planting Plans, Planting Details and Notes, Irrigation Plans, and Irrigation Details and Notes. Consultant must provide such services during the Construction Work.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

21. Survey (FDOT SHE Activity 27)

Design survey to be provided by County.

21.1 Horizontal Project Control ("HPC") (FDOT SHE Activity 27 Task 27.1)

Design survey to be provided by County.

21.2 Vertical Project Control ("VPC") (FDOT SHE Activity 27 Task 27.2)

Design survey to be provided by County.

21.3 Topography/Digital Terrain Model ("DTM") (3D) (FDOT SHE Activity 27 Task 27.6)

Design survey to be provided by County.

21.4 Underground Utilities (FDOT SHE Activity 27 Task 27.10)

Consultant must provide location of existing underground utilities to County's Project Manager. The designation shall include a two-dimensional representation of existing utilities and selected three-dimensional verifications of same as needed for designation. Determining the location of the utilities shall include non-destructive excavation to determine size, type and location of existing utilities as necessary for final three-dimensional verification. Consultant's survey shall include a collection of data on points as needed for designates and locates. Consultant's survey shall also include an analysis and processing of all field collected data and delivery of all appropriate electronic files. Consultant must perform restoration of utility test holes in accordance with County Standard and FDOT Specifications.

21.7 Drainage Survey

Broward County must provide a drainage survey to Consultant.

21.8 Tree Survey

Broward County must provide a tree survey to Consultant.

22. MAPPING (FDOT SHE Activity 29)

Broward County must provide a design survey to Consultant, which shall include control survey maps, R/W maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this Project. Consultant must perform conversion of file formats received to FDOT size and format requirements utilizing FDOT approved software (e.g., Open Roads Designer or ORD).

Master CADD File

22.1. Alignment

Alignment design survey to be provided by County. Alignment calculations to be done by County staff and provided in Land XML format. Consultant will convert to ORD from provided AutoCAD file (with correct FDOT levels), adding geometric control to PI, PC, PT, etc. Consultant will not be responsible for independently verifying or providing any supplemental information to the Alignment.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

22.2. Existing Right of Way

Existing R/W design survey to be provided by County. R/W calculations to be done by County staff. Consultant will convert to ORD from provide AutoCAD file linework (with correct FDOT Levels). Consultant will not be responsible for independently verifying or providing any supplemental information to the R/W.

22.3. Topography

Topography and DTM to be done by County. Consultant will convert to Open Roads Designer (ORD) format from provided AutoCAD file (with correct FDOT Levels) and CSV file with correct FDOT point descriptions). County's Project Manager will provide DTM in Land XML format. Consultant must rotate cells to correct orientation within ORD.

County will provide a drainage file, to include text of structure name, rim elevation, pipe size, pipe direction, pipe material, pipe invert elevations, and bottom of structure elevation. Consultant will not be responsible for independently verifying or providing any supplemental information to the Topographic survey, DTM, Drainage, Utility, or any other design files.

(Utility designates and verified vertical elevation ("VVH") and horizontal location test holes listed under Activity 27 Task 27.10.)

22.4. Project Control Sheet

Project control design survey to be provided by County.

22.5. Survey Deliverables

- a. Topographic Survey (11"x17" sheets, 1" =40' scale)(by County)
- b. The SURVRD01 file in a Microstation cad format
- c. An ASCII file of points in terms of x,y,z, description
- d. A DTM in XML and TIN format for Microstation
- e. Digital signed PDF including Project Network Control Sheets (by County)

23. Geotechnical (FDOT SHE Activity 35)

Consultant must provide geotechnical testing required for roadway, light pole foundation and drainage design as noted below:

ROADWAY GEOTECHNICAL SERVICES

23.1. Field Investigation

Consultant must prepare a boring location plan and submit to County's Project Manager for their review and approval.

1. Lighting Structures – Shall use the borings performed for the roadway/stormwater structures.
2. Roadway/Stormwater Structures Borings

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

3. Percolation/Exfiltration Tests
4. Pavement Cores – Shall be full depth to include the base course

23.2. Laboratory Testing

Consultant will be responsible for a complete geotechnical investigation. All such services performed by Consultant shall be in accordance with FDOT and other applicable standards.

Before beginning each phase of investigation and after the NTP is given, Consultant must submit an investigation plan for the County Project Manager's review and approval and meet with County's Project Manager to review the Project scope and County requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the Project corridor. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, etc. as determined by the County's Project Manager.

Consultant must notify County's Project Manager in advance to schedule a representative to attend all related meetings and field activities.

23.3. Roadway

Consultant will be responsible for coordination of all geotechnical related field work activities. Consultant must retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by County's Project Manager. Obtain pavement cores as directed in writing by County's Project Manager.

Consultant must perform specialized field-testing as required by Project needs and as directed in writing by County's Project Manager.

All laboratory testing and classification shall be performed in accordance with applicable FDOT and other applicable standards, such as: American Society for Testing and Materials ("ASTM"), AASHTO, etc. unless otherwise specified in the contract documents.

24. 3D Modelling (FDOT SHE Activity 36)

Consultant must create a 3D Design Model for the Project with existing and proposed features. The 3D Model shall be used for developing existing and proposed cross-sections, intersection grading, proposed utilities, cross-slope correction (as-needed), driveway grading, and grading at miscellaneous areas where median modifications will be carried out. The 3D model itself will be a work product and not intended as a certified deliverable to County.

Scope of Services for
Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

25. Provisions for Services

Consultant's Services, studies, analyses, plans, and designs are to be prepared in English units in accordance with applicable current FDOT, County, and local government agency manuals, memorandums, and guidelines including:

- Broward County Minimum Standards
- Traffic Engineering Division Signalization Design and Equipment Requirements General
- ADA Standards for Accessible Design
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Roadside Design Guide
- FDOT CADD Manual
- FDOT Basis of Estimates Manual
- FDOT Florida Intersection Design Guide
- FDM
- FDOT Standard Plans for Road and Bridge Construction.
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Instructions for Structures Related Design Standards
- FDOT Traffic Engineering Manual
- FDOT Manual on Uniform Traffic Studies
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways ("Florida Greenbook")
- Utility Accommodations Guidelines
- FHWA MUTCD
- Federal Highway Administration Standard Highway Signs Manual
- Minimum Specifications for Traffic Control Signal Devices Geotechnical
- FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
- Manual of Florida Sampling and Testing Methods
- Soils and Foundation Handbook Survey and Mapping
- Applicable Florida Statutes and Administrative Codes
- FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Right of Way Procedures Manual
- FDOT Surveying and Mapping Handbook
- Right of Way Mapping Procedure 550-030-01

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ Subconsultant Name: AllBright Engineering Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Chief Engineer 1	\$84.98		3.00		\$250.00
Project Manager 3	\$84.98		3.00		\$250.00
Senior Engineer 1	\$82.70		3.00		\$248.10
Engineer 2	\$68.63		3.00		\$205.89
Engineer 1	\$57.61		3.00		\$172.83
Senior Designer	\$52.56		3.00		\$157.68
Project Planner	\$49.04		3.00		\$147.12
Engineering Intern	\$43.03		3.00		\$129.09
Senior Engineering Technician	\$39.65		3.00		\$118.95
GIS Specialist	\$44.23		3.00		\$132.69
Designer	\$43.95		3.00		\$131.85
Engineering Technician	\$33.08		3.00		\$99.24
Secretary/Clerical	\$30.06		3.00		\$90.18

Multiplier of 3.25 is calculated as follows:

- OVERHEAD = HOURLY RATE x HOME OVERHEAD (138.16%)
- FRINGE = HOURLY RATE x FRINGE (57.10%)
- OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)
- MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Note:

1. The multiplier was calculated then capped at 3.00.
2. Maximum Billing Rates was capped at \$250.00/hour.

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ Subconsultant Name: AllBright Engineering Inc. AREHNA Engineering Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.00	=	MAXIMUM BILLING RATE (\$/HR)
MAT Chief Engineer	\$87.41		3.00		\$250.00
MAT Project Manager	\$69.71		3.00		\$209.13
MAT Engineer	\$54.69		3.00		\$164.07
MAT Engineer Intern	\$38.47		3.00		\$115.41
MAT CADD/Computer Technician	\$33.95		3.00		\$101.85
MAT Senior Engineering Technician	\$35.75		3.00		\$107.25
MAT Engineering Technician	\$22.38		3.00		\$67.14
MAT Technical Secretary	\$22.00		3.00		\$66.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE x HOME OVERHEAD (138.56%)

FRINGE = HOURLY RATE x FRINGE (51.58%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (3.30%)

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

Note:

1. The multiplier was calculated then capped at 3.00.
2. Maximum Billing Rates was capped at \$250.00/hour.

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ Subconsultant Name: AllBright Engineering Inc. KCI Technologies, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.93		
SUR Chief Surveyor	\$72.36		2.93		\$212.01
SUR Survey Project Manager 3	\$74.20		2.93		\$217.41
Senior Landscape Architect	\$66.88		2.93		\$195.96
SUR Surveyor	\$62.79		2.93		\$183.97
SUR Survey/GIS/Sue Analyst 3	\$46.06		2.93		\$134.96
Landscape Architect	\$43.08		2.93		\$126.22
SUR SUE Technician 3	\$33.50		2.93		\$98.16
SUR Crew Chief	\$31.90		2.93		\$93.47
SUR SUE Technician 2	\$25.98		2.93		\$76.12
Landscape Architect Intern	\$25.20		2.93		\$73.84
SUR Instrument Operator	\$24.25		2.93		\$71.05
SUR Rod Person	\$19.80		2.93		\$58.01
SUR SUE Technician 1	\$19.80		2.93		\$58.01

Multiplier of 2.93 is calculated as follows:

OVERHEAD = HOURLY RATE x HOME OVERHEAD (105.72%)

FRINGE = HOURLY RATE x FRINGE (60.25%)

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

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

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ AllBright Engineering Inc.
 Subconsultant Name: Keith and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.00	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager 3	\$83.33		3.00		\$250.00
SUR Chief Surveyor	\$72.36		3.00		\$217.08
Chief Utility Coordinator	\$71.25		3.00		\$213.75
Chief Designer	\$57.80		3.00		\$173.40
Senior Utility Coordinator	\$57.41		3.00		\$172.23
Utility Coordinator	\$40.00		3.00		\$120.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE x HOME OVERHEAD (128.93%)

FRINGE = HOURLY RATE x FRINGE (55.28%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (5.50%)

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

Note:

1. The multiplier was calculated then capped at 3.00.
2. Maximum Billing Rates was capped at \$250.00/hour.

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ AllBright Engineering Inc.
 Subconsultant Name: Marlin Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Chief Engineer 2	\$83.33		3.00		\$250.00
Engineer 2	\$68.81		3.00		\$206.43
Engineering Intern	\$43.03		3.00		\$129.09
Senior Designer	\$42.04		3.00		\$126.12
Secretary/Clerical	\$30.06		3.00		\$90.18

Multiplier of 3.05 is calculated as follows:

OVERHEAD = HOURLY RATE x HOME OVERHEAD (158.09%)

FRINGE = HOURLY RATE x FRINGE (19.61%)

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

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

Note:

1. The multiplier was calculated then capped at 3.00.
2. Maximum Billing Rates was capped at \$250.00/hour.

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road.
 Consultant/ AllBright Engineering Inc.
 Subconsultant Name: Metric Engineering Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Chief Scientist	\$87.50		3.00		\$250.00
Senior Engineer 1	\$82.70		3.00		\$248.10
Engineer 2	\$68.81		3.00		\$206.43
Senior Environmental Specialist	\$59.39		3.00		\$178.17
Engineer 1	\$57.61		3.00		\$172.83
Senior Designer	\$52.56		3.00		\$157.68
Engineering Intern	\$40.39		3.00		\$121.17
Senior Engineering Technician	\$31.50		3.00		\$94.50
CADD/Computer Technician	\$30.00		3.00		\$90.00
Environmental Specialist	\$28.85		3.00		\$86.55
Scientist	\$26.44		3.00		\$79.32
Engineering Technician	\$25.49		3.00		\$76.47

Multiplier of 3.09 is calculated as follows:

OVERHEAD = HOURLY RATE x HOME OVERHEAD (139.30%)

FRINGE = HOURLY RATE x FRINGE (41.47%)

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

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

Note:

1. The multiplier was calculated then capped at 3.00.
2. Maximum Billing Rates was capped at \$250.00/hour.

Exhibit B Maximum Billing Rates

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ AllBright Engineering Inc.
 Subconsultant Name: R. J. Behar & Company, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Chief Engineer 2	\$93.28		3.00		\$250.00
Senior Engineer 2	\$87.50		3.00		\$250.00
Senior Engineer 1	\$82.70		3.00		\$248.10
Chief Designer	\$62.40		3.00		\$187.20
Engineer 1	\$57.61		3.00		\$172.83
Engineering Intern	\$43.03		3.00		\$129.09
Engineering Technician	\$35.23		3.00		\$105.69

Multiplier of 3.08 is calculated as follows:

OVERHEAD = HOURLY RATE x HOME OVERHEAD (147.58%)

FRINGE = HOURLY RATE x FRINGE (32.02%)

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

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

Note:

1. The multiplier was calculated then capped at 3.00.
2. Maximum Billing Rates was capped at \$250.00/hour.

**Exhibit B-1
Reimbursables for Direct Non-Salary Expenses**

Project No: TRN2127896P1
 Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
 Consultant/ AllBright Engineering Inc.
 Subconsultant Name: AREHNA Engineering Inc.

	Reimbursable	Unit	Unit Price
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$231.36
305	Concrete Pavement Coring - 4in Dia	Each	\$187.41
306	Concrete Pavement Coring - 6in Dia	Each	\$275.25
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$12.24
415	Geo Double Ring Infiltration ASTM D3385	Each	\$579.78
418	Geo Drill Crew Support Vehicle	Day	\$214.80
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$54.60
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$62.03
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$396.27
433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$531.59
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$6.83
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$8.23
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$20.45
450	Geo Piezometer 2in 0-50 Ft	LF	\$49.40
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$16.90
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$20.04
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$10.57
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$12.74
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$12.45
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$14.97
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$619.45
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$272.61
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$339.44
603	Mobilization Asphalt Coring Equipment	Each	\$392.19
606	Mobilization Concrete Coring	Each	\$423.93
612	Mobilization Drill Rig Truck Mount	Each	\$538.77
706	MOT Portable Sign	Each	\$30.43
708	MOT Provide Channelizing Devices - Cone	Each	\$4.85
712	MOT Support Vehicle	Hour	\$100.14
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$212.36
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$411.21
811	Soils Liquid Limit AASHTO T89	Test	\$65.88
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$47.74
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$18.95
819	Soils Organic Content Ignition FM 1 T-267	Test	\$47.98
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$73.55
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$68.60

Note: Any additional test can be done per FDOT District 4 mean rate as of 9/10/2024

Exhibit B-1
Reimbursables for Direct Non-Salary Expenses

Project No: TRN2127896P1
Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
Consultant/ AllBright Engineering Inc.
Subconsultant Name: Keith and Associates, Inc.

Reimbursable	Maximum Reimbursable
Survey Crew	\$200.00 / hour
Subsurface Designation	\$235.00 / hour
Vacuum Excavations Pervious	\$400.00 / each
Vacuum Excavations Impervious	\$550.00 / each

MINIMUM INSURANCE REQUIREMENTS

Project: Consulting Services for Pine Island Road from Commercial Boulevard to McNab
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying, and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> INSTALLATION FLOATER / INLAND MARINE Note: Coverage must be "All Risk", Completed Value. Broward County must be listed as a Loss Payee.			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLES.		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. 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: 2023.12.13
14:32:05 -05'00'

Risk Management Division

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

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

2. This Work Authorization directs Consultant to provide the services described in Exhibit A of this Work Authorization and is issued pursuant to Article 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 in Exhibit C to this Work Authorization, which is incorporated herein.

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: TRN2127896P1

Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

No.	Firm Name	Discipline
1.	AREHNA Engineering Inc.	Geotechnical Engineering Soil Exploration
2.	KCI Technologies, Inc.	Landscape Architecture Surveying and Mapping Public Engagement
3.	Keith and Associates, Inc.	Utility Coordination SUE
4.	Marlin Engineering, Inc.	Temporary Traffic Control Plan ("TTCP")
5.	Metric Engineering Inc.	Intelligent Transportation Systems ("ITS") Traffic Engineering Safety Analysis
6.	R.J. Behar & Company, Inc.	Miscellaneous Structures Signalization

Exhibit F
CBE Subconsultants and Letters of Intent

Project No: TRN2127896P1
Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road
Consultant: AllBright Engineering Inc.

No.	Firm Name	Discipline
1.	AllBright Engineering Inc.	Engineering
2.	AREHNA Engineering Inc.	Geotechnical Engineering Soil Exploration



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.: TRN2127896P1

Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Bidder/Offeror Name: AllBright Engineering Inc.

Address: 17901 NW 5th Street, Suite 106A City: Pembroke Pines State: FL Zip: 33029

Authorized Representative: Tomas Ruiz, President Phone: 954-533-3434

CBE Firm/Supplier Name: AllBright Engineering Inc. (Prime is CBE self-performing with own forces)

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative: Fernando Gomez, Vice President Phone: 954-533-3434

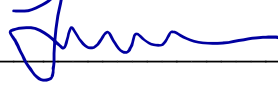
- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE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

Work to be performed by CBE Firm


Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Engineering	541330		48.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: Vice President (AllBright) Date: 04/21/2024

Bidder/Offeror Authorized Representative

Signature:  Title: President (AllBright) Date: 04/21/2024

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

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

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



LETTER OF INTENT

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

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

Solicitation No.: TRN2127896P1

Project Title: Consulting Services for Pine Island Road from Commercial Boulevard to McNab Road

Bidder/Offeror Name: AllBright Engineering, Inc.

Address: 17901 NW 5th Street, Suite 106A City: Pembroke Pines State: FL Zip: 33029

Authorized Representative: Fernando Gomez, Vice President Phone: 954-533-3434

CBE Firm/Supplier Name: Arehna Engineering, Inc.

Address: 5389 N Nob Hill Rd. City: Sunrise State: FL Zip: 33351

Authorized Representative: Jessica McRory, President Phone: 954-778-9001

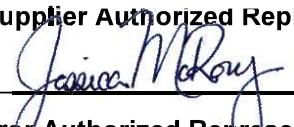
- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE 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
Soil Exploration	541380		2.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 04/21/2024

Bidder/Offeror Authorized Representative

Signature:  Title: Vice President Date: 04/21/2024

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT

FPN: <u>449509-1-34-01</u>	Fund: <u>CIGP</u>	FLAIR Category: _____
	Org Code: <u>55043010404</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>86</u>	Contract No: _____	Vendor No: <u>F-596-000-531</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and BROWARD COUNTY, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design services for the preparation of a complete set of signed and sealed construction plans for the Project (FM# 449509-1-34-01) for the widening of Pine Island Road from four to six-lanes, from SR870/Commercial Boulevard to McNab Road, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$2,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000.00 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT

- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.


The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the RECIPIENT has caused this Agreement to be executed on its behalf this 22nd day of February, 2024, by the Mayor or Vice Mayor, authorized to enter into and execute same by action of the Board on the 20th day of February, 2024, and the DEPARTMENT has executed this Agreement through its Director of Transportation Development for District 4, Florida Department of Transportation, this 4th day of March, 2024.

BROWARD COUNTY, FLORIDA

ATTEST:

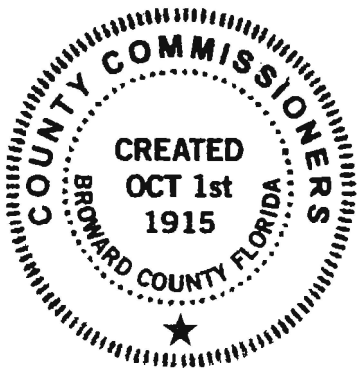
BROWARD COUNTY, by and through
its Board of County Commissioners



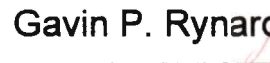
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners




Digitally signed by NAN H. RICH
Date: 2024.02.22 11:58:22
-05'00'
22nd day of February, 2024
MAYOR



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



Digitally signed by Gavin P. Rynard
Date: 2024.01.05 12:41:06 -05'00'
Gavin P. Rynard (date)
Assistant County Attorney



Digitally signed by NATHANIEL A.
KLITSBERG
Date: 2024.01.05 12:38:11 -05'00'
Nathaniel Klitsberg (date)
Surtax General Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Monifa Godfrey Baker
ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

DocuSigned by:
John Krane 03/04/2024 | 1:28 PM ES

JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

NAME: Monifa Godfrey-Baker

DISTRICT _____

LEGAL REVIEW:

DocuSigned by:
Francine Steelman

OFFICE OF THE GENERAL COUNSEL

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449509-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Broward County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Length = 0.970 Miles, 0.00 BMP to 0.909 EMP; 2.181 BMP to 2.242 EMP

PROJECT DESCRIPTION: Design services for the preparation of a complete set of signed and sealed construction plans for the Project (FM# 449509-1-34-01) for the widening of Pine Island Road from four to six-lanes, from SR-870/Commercial Boulevard to McNab Road.

The Recipient shall provide complete signed and sealed plans, including, but not necessarily limited to roadway and signing and marking plans.

The plans shall be produced to Department standards, where applicable, using the current editions of the Standard Indexes, Plans Preparation Manual and Standard Specifications for Road and Bridge Construction, and any other applicable Department manual/guideline/standard. If Department standards are not applicable, plans shall be produced to Florida Greenbook Standards. Said Project shall be certified to be in conformance with the approved plans and specifications by a responsible Project Engineer.

The Recipient will obtain all regulatory permits necessary to construct the Project.

The Recipient shall be responsible for coordinating, preparing and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for Department review with the Final Bid submittal:

- a) Copies of all permits from applicable agencies.
- b) Copies of signed acceptances from the local maintaining agency/City for roadway signalization, lighting and/ or landscaping.
- c) Signed Utility Relocation Schedules and Agreements (as needed).
- d) Level II Contamination Assessments (as needed).
- e) Signed and sealed plans and Specification Packages, respectively.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by June 30, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:		FINANCIAL PROJECT NUMBER:			
BROWARD COUNTY 1 NORTH UNIVERSITY DRIVE, SUITE 300 PLANTATION, FLORIDA 33324		449509-1-34-01			
PHASE OF WORK by Fiscal Year:	MAXIMUM PARTICIPATION				Indicate source of Local funds
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS		
Design- Phase 34 FY: 2024	Maximum Department Participation (County Incentive Grant Program)	\$2,000,000.00	\$1,000,000.00	\$1,000,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$2,000,000.00 %	\$1,000,000.00 %	\$1,000,000.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,000,000.00	\$1,000,000.00	\$1,000,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

LEOS KENNEDY, JR.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT G
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$1,000,000.00 (ONE MILLION DOLLARS AND NO CENTS)

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>