



**AGREEMENT BETWEEN BROWARD COUNTY AND F&J ENGINEERING GROUP, INC.  
FOR CONSULTANT SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR INCREASE VERTICAL CLEARANCE OF SHERIDAN STREET BRIDGE OVER  
FLORIDA'S TURNPIKE  
(RFP # PNC2130453P1)**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and F&J Engineering Group, Inc., a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County issued a request for proposal ("RFP") No. PNC2130453P1 seeking qualified consulting firms to provide construction engineering inspections ("CEI") services for the increase of the vertical clearance of Sheridan Street Bridge over Florida's Turnpike.

B. Consultant is experienced in providing CEI services for roadway and bridge projects.

C. Consultant responded to RFP No. PNC2130453P1, and County now desires to engage Consultant to perform CEI services for the increase of the vertical clearance of Sheridan Street Bridge over Florida's Turnpike, as further detailed in this Agreement.

D. This Agreement is subject to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended ("CCNA"), and County has met the requirements of the 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, and ordinances of any federal, state, county, municipal, or other governmental entity, as 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 and Bridge Maintenance Division, the Assistant Director of County's Highway and Bridge Maintenance Division, or such other person designated by the Director of County's Highway and Bridge Maintenance Division in writing. The Contract Administrator is the representative of County concerning the Project.

1.5. **Contractor** shall mean the person, firm, corporation, or other entity (if any) that enters into an agreement with County to perform construction work for the Project.

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

1.7. **Direct Expense Cost** means field office expenses reimbursed in accordance with the Consultant or Subconsultants' most recent direct expense rate determined in accordance with Federal Acquisition Regulation ("FAR") and is 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. The Direct Expense Cost is calculated by multiplying the number of direct project labor hours worked by an employee assigned to field related tasks within the invoicing period by the direct expense rate noted in Exhibit B, the product of which is then multiplied by the employee's actual hourly rate, or by the negotiated maximum hourly rate established for the employee's position title, whichever is lower.

1.8. **Notice to Proceed** means a written authorization issued by the Contract Administrator for Consultant to proceed with the Services or a specific phase or task of the Services.

1.9. **Project** means the CEI Services for the increase of the vertical clearance of Sheridan Street Bridge over Florida's Turnpike and the resulting construction.

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

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

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

1.13. **Subconsultant** means any entity or individual, including any subcontractor and any third party issued a Form 1099 by Consultant, that provides Services to County through Consultant, regardless of tier.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates</b>
<b>Exhibit B-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit C</b>	<b>Minimum Insurance Requirements</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Schedule of Subconsultants</b>

**Exhibit F**  
**Exhibit G**

**CBE Schedule and Letter of Intent**  
**Exempt Documents Distribution Agreement**

### **ARTICLE 3. SCOPE OF SERVICES**

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

3.2. This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Services and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant will promptly notify the Contract Administrator in writing and seek written approval of the Contract Administrator before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator and obtaining the Contract Administrator’s written approval, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services, with no additional compensation or time for such work. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. In addition, any such work that would entail additional compensation to Consultant by County, or additional time for performance, requires an amendment to this Agreement pursuant to Section 6.1 or to the applicable Work Authorization. Unless there is an executed amendment 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. Consultant has no right to be retained for other phases of the Project or other services not included in Exhibit A. County shall have the right to procure services for other Project phases not included within this Agreement from any other source.

3.4. County will place at Consultant’s disposal all information County reasonably has available that is pertinent to the Services, including previous reports and any other data regarding the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property if required for Consultant to perform the Services. Deliverables and documents required to be submitted by Consultant to County under this Agreement will be reviewed by County and responded to in writing with any comments within the time for such comments, if any, stated in Exhibit A.

3.5. Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County. Pursuant to Section 558.005(1), Florida Statutes, the Parties agree to opt out of the requirements of Section 558.005, Florida Statutes.

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

#### **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 prior to commencing any phase or task of Services for which a separate Notice to Proceed is required per Exhibit A). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents from one phase identified in Exhibit A for the Contract Administrator's review and approval prior to Consultant commencing Services for another phase.

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 result of an act or omission by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, or because of delays caused by factors outside the control of Consultant, the Contract Administrator has authority, in their sole discretion, and subject to a written amendment to either this Agreement or a Work Authorization, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed 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, along with an estimate of expected additional time necessary to complete the applicable Services and any request for additional compensation. 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. This section is only applicable if (a) the Project involves construction work, (b) County has retained a Contractor for the Project, and (c) the Services include construction engineering and inspection services related to Contractor's work. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County through no fault of Consultant, or 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. If Contractor's failure to substantially complete the Project on or before the

substantial completion date specified in its agreement with County is caused in whole or in part by Consultant, a Subconsultant, or anyone acting by, through, or under 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.

4.5. 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 one (1) or more extension periods, not to exceed three (3) months in the aggregate, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect at the time the extension is exercised by County. To exercise an extension authorized by this section, the Purchasing Director must notify Consultant in writing, prior to the end 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 for Services and constitute a limitation upon County's obligation to compensate Consultant for all Services, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services. Compensation for Services is subject to the following limitations, based upon the applicable method of compensation expressly stated in Exhibit A:

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Services expressly identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant is based upon the Salary Costs as defined in Section 5.2, up to a maximum not-to-exceed amount of \$1,266,225.43.

5.1.2. Lump Sum Compensation. For Services expressly identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall not exceed a total lump sum of \$0.00.

5.1.3. Optional Services. County may procure Optional Services pursuant to Article 6 up to a maximum amount of \$0.00. Unused Optional Services amounts shall be retained by County.

5.1.4. Reimbursable Expenses. County will reimburse Consultant for authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum amount of \$223,128.74. Any unused amounts shall be retained by County.

5.1.5. 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 amount.

5.2. Salary Costs. The term "Salary Costs" as used herein means the hourly rate actually paid to the personnel engaged in performing Services, adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) a final operating margin. Said Salary Costs are to be used only for time directly attributable to the Services. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with 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 duration of this Agreement except as provided for in this 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 shown in Exhibit B are the maximum billing rates for each Consultant and Subconsultant employee category, and are provisional subject to audit of actual costs; if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant will promptly 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 under this Agreement.

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, Consultant must submit a supplemental Exhibit B reflective of such rates to the Contract Administrator for review and, subject to Contract Administrator's written approval, may invoice County accordingly.

5.2.4. The total hours payable by County to Consultant for any "nonexempt" personnel (i.e., personnel subject to overtime pay) shall not exceed forty (40) hours per employee in any week. If the Services require Consultant's or Subconsultant's nonexempt personnel to work in excess of forty (40) hours per week, any additional hours for nonexempt personnel must be authorized in advance, in writing, by the Contract Administrator. If approved, Consultant shall invoice Salary Costs for such additional hours provided by nonexempt employees 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 for both "exempt" (i.e., not subject to overtime pay) and nonexempt employees 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 duration of this Agreement, shall 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 the Services (collectively, “Reimbursable Expenses”) shall be limited to those permitted under Section 112.061, Florida Statutes, except as otherwise stated herein or detailed in Exhibit B-1, Reimbursables for Direct Non-salary Expenses. Mileage for travel within Palm Beach, Broward, and Miami-Dade Counties is not reimbursable. County shall not be liable for any Reimbursable Expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section. Reimbursables for Direct Non-salary Expenses shall only be invoiced or reimbursed to the extent stated in Exhibit B-1.

For reimbursement of any Direct Expense Cost not listed in Exhibit B-1, Consultant or Subconsultant may use the applicable direct expense rate identified in Exhibit B. The direct expense rate shall remain in place for the entire term of this Agreement and any applicable Work Authorization, which will bar the recovery of a reimbursable expense that the direct expense rate already covers. Moreover, Consultant or any of its Subconsultants cannot bill a home office expense utilizing a home office direct expense rate as a Direct Expense Cost. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing in a Work Authorization.

5.4. Method of Billing.

5.4.1. For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a

monthly basis, for all Salary Costs and Reimbursable Expenses attributable to the Services. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices must identify the specific project number, the nature of the Services performed, the total hours performed, and the employee category of the applicable individuals. Invoices must itemize and summarize all expenses by category and identify the personnel incurring the expense and the nature of the Services with which such expense was associated. Where prior written approval by Contract Administrator is required for the expense, a copy of said approval must accompany the invoice for such reimbursable. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must 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 paid invoices or receipts that describe the amount and nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services. 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 must provide backup for past and current invoices that records hours and Salary Costs by employee category, expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2. For Lump Sum Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. These invoices must identify the specific project number, the nature of the Services performed, the phase of work, and the estimated percent of Services accomplished on each phase. Invoices for each phase shall not exceed the amounts allocated to said phase. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant must 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. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at [AccountsPayable@Broward.org](mailto:AccountsPayable@Broward.org)) and to the Contract Administrator.

5.5.2. Unless otherwise provided in this section, County shall have the right to retain an amount equal to ten percent (10%) of each invoice ("retainage") until satisfactory completion of each of the applicable phases specified in Exhibit A. When the Services to be performed are at least fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that Services have progressed in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage, if any, 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. Any decision by County not to retain amounts as provided for in this section shall not be construed as a waiver of any right or claim that County may have associated with any failure of Consultant to properly complete the applicable phase. County may set off any amounts Consultant owes to County under this Agreement against any amounts County owes to Consultant under this Agreement.

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 Services must be approved by the Purchasing Director.

5.5.4. Payment will be made to Consultant at the address for notices in Section 11.11, unless otherwise requested by Consultant in writing and approved by the Contract Administrator in writing.

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. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 8.

5.7. Payments to Subconsultants. Consultant must pay Subconsultants and suppliers 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 the same within fifteen (15) days after receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

5.8. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Consultant in any amount, Consultant shall promptly refund to County such overcharged amount. If the overcharge exceeds five percent (5%) of the total amount charged in the invoice where the overcharge occurred, Consultant shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

5.9. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete an Internal Revenue Service ("IRS") form to evidence exemption from backup withholding (e.g., Form W-8ECI) ("Foreign Tax Form"), Consultant shall provide County a copy of Consultant's current Foreign Tax Form prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Foreign Tax Form, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

## **ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SERVICES**

6.1. County or Consultant may request changes that would increase, decrease, or otherwise modify the 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 must specify the scope of services and method of compensation applicable to that Work Authorization and the required time for completion of the Optional 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; (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 a Notice to Proceed issued 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 statute. 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 has not been identified as a company or other entity subject to scrutiny under 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 and, to the extent required, licensed and certified by all appropriate governmental authorities to perform Services, 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, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

7.10. Prohibited Telecommunications. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the duration of this Agreement will not provide or 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 C.F.R. §§ 52.204-24 through 52.204-26.

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; the undersigned authorized representative of Consultant declares that 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, et seq., 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 the 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 written notice to Consultant of such termination in accordance with this section. 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 associated with 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 of 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant shall obtain the 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 shall obtain the 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, pregnancy, or any other basis prohibited by Applicable Law 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 U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Consultant shall comply with all applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., 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.

10.3. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for twenty percent (20%) 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.

10.4. Each CBE firm utilized by Consultant to meet the CBE goal must be certified and their participation approved in advance 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 Services and no CBE firm is available to perform the modified Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant.

10.5. 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 1-81.1 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 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, et seq. 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.

10.6. Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, et seq., 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.

10.7. 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.

10.8. Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist identified by OESBD. 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.

10.9. 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 5.8.

## **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 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 Services. The Contract Administrator may also approve in writing minor modifications to the 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 Services shall be addressed.

11.2. Rights in Documents and Work. Except as provided in the section of this Agreement titled "Reuse of Materials, Deliverables, and other Work Product," any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, or other work created by Consultant specifically for County 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, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Consultant represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Consultant must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Consultant may be withheld until all Documents and Work are provided as set forth herein. Consultant shall ensure that the requirements of this section are included in all Consultant's agreements with Subconsultants.

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 954-357-6040, [ATON@BROWARD.ORG](mailto:ATON@BROWARD.ORG), 1600 BLOUNT ROAD, POMPANO BEACH, FL 33069.**

11.4. Audit Rights and Retention of Records. Consultant and all Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section 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 duration 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 inspections with Consultant's employees, Subconsultants, vendors, or other laborers.

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 employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically, in common file formats, and/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 based upon such entry. Consultant shall refund to County any overcharged amount identified as a result of an audit, regardless of the

amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Consultant shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must 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. 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. Subcontracting; Assignment; Change of Control. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any change of control (as defined herein) shall be deemed an assignment. 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 nonassigning Party to immediately terminate this Agreement, in addition to any other remedies available to the nonassigning 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.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Consultant, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Consultant or in the entity that controls Consultant's business; or (c) the sale, lease, or transfer of all or substantially all of Consultant's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Consultant or its parent, or (ii) a transfer between existing owners of Consultant that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Consultant of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.7. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Consultant is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Consultant must ensure that any use of generative artificial intelligence tools by Consultant or its Subconsultants does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training.

Consultant must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.8. Indemnification of County. If this Agreement constitutes a construction contract or a professional services contract with a design professional, then Section 11.8.1 shall apply. If this Agreement does not constitute a construction contract or a professional services contract with a design professional, then Section 11.8.2 shall apply. The terms “construction contract,” “professional services contract,” and “design professional” used in this section have the meanings set forth in Sections 725.06 or 725.08, Florida Statutes.

11.8.1. Construction and Professional Services Contracts. 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.

11.8.2. Contracts Other than Construction or Professional Services. Consultant shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

11.8.3. The applicable provisions of Section 11.8 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Consultant under this Agreement may be retained by County until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

11.9. 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 the same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.10. 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.

11.11. 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). A Party may change its notice address by providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County Highway and Bridge Maintenance Division  
Attn: Anh Ton, Director  
1600 Blount Road  
Pompano Beach, FL 33069  
Email address: [aton@broward.org](mailto:aton@broward.org)

FOR CONSULTANT:

F&J Engineering Group, Inc.  
8761 North Lake Dasha Drive  
Plantation, FL 33324  
Attn: Legal Department  
Email address: [fchin@FJ-group.com](mailto:fchin@FJ-group.com)

11.12. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include 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.

11.13. Consultant’s Staff. Consultant will provide the key staff identified in Exhibit A (if none listed in Exhibit A, then identified in response to County’s request for a proposal) 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 the proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request the removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such

reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14. Independent Contractor. Consultant is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, 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. Consultant and each Subconsultant shall be responsible for any amounts owed to their respective employees for work performed in excess of forty (40) hours in any week if the employee was misclassified as “exempt.”

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 duration 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,

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 and 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, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

11.21. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, 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 Materials, Deliverables, and other Work Product. County may, at its option, reuse (in whole or in part) the work product, materials, 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) without additional compensation being owed to Consultant; and Consultant agrees to such reuse in accordance with this provision. 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. If County elects to retain Consultant in connection with a reuse assignment, Consultant will be paid a reuse fee to be negotiated between County and Consultant. In connection with any reuse assignment that County elects to retain Consultant to perform, 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. Except for the reuse payment negotiated between County and Consultant, the terms and conditions of this Agreement shall remain in force for each reuse assignment, 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 section 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. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and 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 27.172, Broward County Administrative Code.

11.30. Public Art and Design. If 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 included by Consultant in any applicable permitting 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 requirements 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 an 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. Use of County Name or Logo. Consultant shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.33. Additional Requirements. Consultant shall comply with the Exempt Documents Distribution Agreement additional requirements attached hereto as Exhibit G.

11.34. Iron and Steel Products. For any Project that constitutes a "public works project" as defined in Section 255.0993, Florida Statutes, 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.

11.35. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Consultant breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Consultant must pay County a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

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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 Digitally signed by GAVIN P. RYNARD  
Date: 2026.05.07 15:31:50 -04'00'  
Gavin P. Rynard (Date)  
Assistant County Attorney

By: NATHANIEL A. KLITSBERG Digitally signed by NATHANIEL A. KLITSBERG  
Date: 2026.05.07 16:20:35 -04'00'  
Nathaniel A. Klitsberg (Date)  
Transportation Surtax General Counsel

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07/01/2025  
#1227443.1

**AGREEMENT BETWEEN BROWARD COUNTY AND F&J ENGINEERING GROUP, INC.  
FOR CONSULTANT SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR INCREASE VERTICAL CLEARANCE OF SHERIDAN STREET BRIDGE OVER  
FLORIDA'S TURNPIKE  
(RFP #PNC2130453P1)**

CONSULTANT

**F&J ENGINEERING GROUP, INC.**

By: 

Authorized Signer

Francis R. Chin Jr., President

Print Name and Title

07 day of May, 2026

**EXHIBIT A  
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING AND INSPECTION (“CEI”) SERVICES  
FOR INCREASE VERTICAL CLEARANCE OF SHERIDAN STREET BRIDGE OVER FLORIDA’S  
TURNPIKE TO 16 FEET 6 INCHES**

1. Broward County’s (“County”) Highway and Bridge Maintenance Division (“HBMD”) is engaging F&J Engineering Group, Inc. (“Consultant”) to provide construction engineering and inspection professional services (“CEI Services”) and technical support services related to Increase vertical clearance of Sheridan Street Bridge over Florida’s Turnpike to 16 feet 6 inches (“Project”). The CEI Services include, but are not limited to, monitoring the construction of the following items: structural repairs to existing beams, increasing the vertical clearance of the bridge to 16 feet 6 inches, and any associated roadway, drainage, signing and pavement marking, signalization, lighting, and structural features. (“Construction Work”).
2. GENERAL DESCRIPTION
  - 2.1 Consultant will utilize effective control procedures that will ensure that the Construction Work is performed in conformity with the plans, specifications, and contract provisions contained in County’s construction contract with Contractor (“Contract”).
  - 2.2 Consultant will provide technical and administrative personnel as necessary to effectively carry out its responsibilities under this Agreement.
  - 2.3 To allow sufficient time for Consultant to schedule its activities, the Contract Administrator will issue a Notice to Proceed (“NTP”) to Consultant at least thirty (30) calendar days in advance of the commencement of the Construction Work.
  - 2.4 Consultant is fully responsible for carrying out all functions required by this Agreement.
  - 2.5 Consultant will coordinate all activities, correspondence, reports, and other communications necessary for the Contract Administrator to carry out its responsibilities.
3. CEI SERVICES
  - 3.1 General
    - 3.1.1 Consultant will provide CEI Services to administer the Construction Work in a manner that ensures that the Construction Work is performed in conformity with the plans, specifications, and Contract.

- 3.1.2 Consultant will advise the Contract Administrator in writing of any omissions, substitutions, defects, and deficiencies noted in the Construction Work and the corrective action to be taken by Contractor. Consultant's CEI Services in no way relieves Contractor of its responsibility for the means and methods and the satisfactory performance of the Construction Work.
- 3.2 Survey Control
  - 3.2.1 Subject to written authorization by the Contract Administrator, Consultant will verify the existence and accuracy of all reference point locations and baseline control points as indicated in the construction plans. Consultant will re-establish any missing or disturbed control points as may be required to maintain the accuracy of the survey control.
  - 3.2.2 Subject to written authorization by the Contract Administrator, Consultant will utilize reference point locations and baseline control points to perform verification surveys of construction layout. Consultant is responsible for the following Services: (1) making and recording such measurements as are necessary to calculate and document quantities for pay items; and, (2) making and recording pre-construction cross section surveys of the Construction Work site in those areas where earthwork (i.e., embankment, excavation, etc.) is part of the Construction Work; and (3) performing incidental engineering surveys as may be necessary to carry out the CEI Services and for verification and confirmation of the accuracy of Contractor's survey layout work.
- 3.3 Resident Inspection: Consultant will provide CEI Services to monitor Contractor's on-site construction operations and to inspect all materials entering into the work site as required to ensure that the quality of workmanship and materials is such that the Construction Work is completed in conformity with the plans, specifications, and Contract. Consultant will keep detailed, accurate records of Contractor's daily operations and significant events that affect the work.
- 3.4 Verification Testing: Consultant will perform sampling and testing of component materials and completed work items to the extent that it ensures that the materials and workmanship incorporated in the Construction Work conform with the plans, specifications, and the Contract.
- 3.5 Construction Administration Services: Consultant will perform all Services necessary to ensure that proper coordination of the activities of all parties involved in accomplishing completion of the Construction Work is achieved; maintaining complete, accurate records of all activities and events relating to the Project; properly documenting all significant changes to the Project; providing

interpretations of the plans, specifications and Contract provisions; making recommendations to the Contract Administrator to resolve disputes which arise in relation to the Construction Work contract; and maintaining an adequate level of surveillance of Contractor's activities. Consultant's responsibilities include but are not limited to:

- 3.5.1 Scheduling and conducting a pre-construction conference for the Construction Work with Contractor and, if necessary, its subcontractors. Consultant must record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties. Consultant must communicate the approval of the baseline construction schedule to Contractor in writing and the approved schedule will serve as the baseline by which all contractual schedule-related issues are measured and evaluated.
- 3.5.2 Maintaining on a daily basis a complete and accurate record of all activities and events relating to the Project and a record of all Construction Work completed by Contractor, including quantities of pay items. Consultant will immediately report apparent significant changes in quantity, time, or cost as they are noted.
- 3.5.3 Maintaining a diary that documents ongoing Construction Work, the Project status, existing and potential issues, discussions in the field with Contractor and its agents, and such other information that the Contract Administrator requests and that is acceptable to the Contract Administrator.
- 3.5.4 Maintaining a log of all materials entering into the work site with the proper indication of the basis of acceptance of each shipment of material.
- 3.5.5 Maintaining records of all sampling and testing required by the Contract Administrator of Consultant and Contractor and analyzing such records required to ascertain the acceptability of materials and completed work items. The field reports for records of work and testing results are to be submitted by Consultant to the Contract Administrator within one week after each request.
- 3.5.6 Obtaining and reviewing Contractor's construction baseline and monthly progress schedules; analyzing and providing Consultant's findings to the Contract Administrator in written reports and/or in a reporting form provided by the Contract Administrator, together with a draft of a response to Contractor. If additional or interim reports are required by the Contract Administrator during the term of the Agreement, Consultant must provide them to the Contract Administrator at no additional cost to County.

Following the Contract Administrator's review of each report, Consultant will respond to Contractor in writing specifying the modifications that Contractor must make for Consultant's approval.

- 3.5.7 Providing Contractor with interpretations of the plans, specifications, and Contract. Consultant will communicate with the Contract Administrator in writing when an interpretation involves complex issues or may have an impact on the cost of performing the work.
- 3.5.8 Analyzing problems that arise during the Construction Work and proposals submitted by Contractor to remedy those problems, and preparing and submitting a written recommendation to the Contract Administrator.
- 3.5.9 Analyzing changes to the plans, specifications, or the Contract and extra work that appears to be necessary to carry out the intent of the Contract.
- 3.5.10 When Consultant or the Contract Administrator determine that a modification to the Contract for the Construction Work is required due to a necessary change in the character of the Construction Work, Consultant must coordinate with and assist County (as may be requested by the Contract Administrator) in the negotiation of prices with Contractor and prepare and submit a change order for written approval by the Contract Administrator in accordance with all applicable County requirements.
- 3.5.11 Analyzing any Contractor claims for additional compensation, along with preparing a recommendation to the Contract Administrator opining on the validity and reasonableness of charges, and assist (as may be requested by the Contract Administrator) in the negotiations leading to recommendations for resolution of the claim.
- 3.5.12 Reviewing Contractor's time impact analyses and providing recommendations on any Contractor request for a time extension.
- 3.5.13 Monitoring the Construction Work to determine whether Contractor's construction activities violate the requirements of any permits; and in the event of any violations or potential violations, immediately notifying the Contract Administrator and Contractor in writing of same and ensuring Contractor's immediate resolution of the problem.
- 3.5.14 Maintaining a complete log of all submittals of shop drawings. Consultant must note in the log the dates of the first submittal and subsequent reviews and resubmittals, approvals, and any other information requested by the Contract Administrator. Consultant will take note of and verify that any changes are properly carried through to construction and further record, report, make recommendations, and evaluate any circumstances which may affect the progress or cost of the Construction Work. Consultant will

actively encourage all its reviewers to accomplish reviews promptly. Consultant must ensure that shop drawings include any manuals or similar documents outlining proposed construction procedures submitted by Contractor.

- 3.5.15 Monitoring Contractor's coordination with utility companies and providers to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to avoid delays to the Construction Work.
- 3.5.16 Conducting and documenting field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.
- 3.5.17 Producing reports, analyzing the progress of the Construction Work, verifying quantity calculations, and obtaining field measurements to assist and facilitate the Contract Administrator with the timely review, rejection, approval, and payment of Contractor's pay applications. In the event there are any discrepancies between Contractor's pay application and Consultant's observations required herein, Consultant must first communicate with the Contract Administrator and then provide written communication to Contractor of any discrepancies.
- 3.5.18 Reviewing any Contractor requested changes in cost and time, and analyzing the extent of any proposed changed condition that will affect the Construction Work, and providing a fair estimate of cost and time change, if any, prior to Contractor providing its estimate.
- 3.5.19 Assisting (as may be requested by the Contract Administrator) HBMD in the negotiations of all changes with Contractor using Consultant's prepared fair cost estimate as a basis.
- 3.5.20 Preparing documentation and records in compliance with the Contract, justifying all payments to Contractor through the use of surveys, spreadsheets, tracking logs, and any other means requested by the Contract Administrator.
- 3.5.21 Submitting the final set of documents to document the progress of the Construction Work ("Final Documentation"), including materials certification and two (2) signed and sealed set of final "as-built plans."

#### 4. PERSONNEL

##### 4.1 General Requirements

- 4.1.1 Consultant will provide sufficient qualified personnel as necessary to effectively carry out its responsibilities under this Agreement.

- 4.1.2 Consultant will add or remove personnel within two weeks after the receipt of written notification from the Contract Administrator directing such assignment or removal.

#### 4.2 Personnel Qualifications

- 4.2.1 All personnel shall be qualified by experience and education. Consultant must submit in writing to the Contract Administrator the names of personnel proposed for assignment to the Project, including a detailed resume for each containing at a minimum: salary, education, and experience. A request for personnel approval is to be submitted by Consultant to the Contract Administrator at least two weeks prior to the date any personnel of Consultant reports to work.
- 4.2.2 Before the Project begins, Consultant must ensure that all Project staff have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual and possess all the necessary qualifications and certifications for fulfilling the duties of the position they hold.
- 4.2.3 Minimum qualifications for Consultant personnel are set forth in this section. Exceptions to these minimum qualifications are subject to prior review and written approval by the Contract Administrator on a case-by-case basis, in the Contract Administrator's sole discretion. The following positions and minimum qualifications are not a requirement for Consultant to use these specific personnel to perform the Services on the Project.
  - 4.2.3.1 **CEI Senior Project Engineer:** Either a civil engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months after Consultant Agreement execution) and six (6) years of engineering experience, two (2) years of which are in major road or bridge construction or five (5) years in major bridge construction; or for non-degreed personnel the State of Florida Professional Engineer registration and ten (10) years of engineering experience with two (2) years in major road or bridge construction. Qualifications include the ability to communicate effectively in English (verbally and in writing); to direct highly complex and specialized construction engineering administration and inspection programs; to plan and organize the work of subordinate and other Consultant staff members; and to review programs for conformance with Florida Department of Transportation ("FDOT") standards. In addition to the above-referenced qualifications, the person(s) in this position must have,

prior to the Effective Date of this Agreement, attended the FDOT Construction Training / Qualification Program (“CTQP”) Quality Control Manager course and pass the examination and maintain during the term of the Agreement an FDOT Advanced Maintenance of Traffic (“MOT”) certification.

4.2.3.2 **CEI Project Administrator/Project Engineer** (CC2 - Complex Category Two Bridge Structures): Either a civil engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six (6) months after Consultant Agreement execution) plus five (5) years general bridge construction experience, two (2) of those years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope; or for non-degreed personnel, eight (8) years of general bridge construction experience, four (4) of those years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. A Project Administrator/Project Engineer must have supervised two or more inspectors on a past CC2 construction project as well as one or more support staff and have been directly responsible for all CEI Services assigned. Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. This person is responsible for the verification and processing of the progress and final estimates throughout the construction project duration. In addition to the above-referenced qualifications, the person in this position must have the CTQP Final Estimates Level II qualification, CTQP Quality Control Manager (attend and pass the examination), and maintain throughout the term of this Agreement the FDOT Advanced MOT certification.

4.2.3.3 **CEI Senior Inspector** (CC2 - Complex Category Two Bridge Structures): High school graduate or equivalent plus five (5) years of general bridge construction CEI experience: two (2) of those years of which must have been involved with the type of CC2 bridge construction project for which CEI Services are being provided by this scope. In addition, a minimum of Twelve (12) months of experience must be as the Senior Inspector in primary control of the type CC2 construction project for which CEI Services

are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. This person is responsible for performing highly complex technical assignments in field surveying and construction layout, marking, and checking engineering computations, inspecting construction work, and conducting field tests, coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the Project Administrator. In addition to the above-referenced qualifications, the person in this position must have the following qualifications and maintain throughout the term of this Agreement the following certifications: CTQP Concrete Field Technician Level I, CTQP Concrete Field Inspector Level II (Bridges), CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures), CTQP Final Estimates Level I, FDOT Intermediate MOT, Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.

4.2.3.4 **CEI Senior Inspector (Roadway):** High school graduate or equivalent plus four (4) years of experience in construction inspection, with two (2) years of experience in roadway construction inspection or a civil engineering degree and one (1) year of road CEI experience, with the capacity to earn additional required qualifications within one year after the execution of this Agreement. This person is responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work, conducting field tests, and coordinating and managing the CEI Inspectors. Work is performed under the general supervision of the CEI Project Administrator. In addition to the above-referenced qualifications, the person(s) in this position must have the following qualifications and maintain throughout the term of this Agreement the following certifications:

4.2.3.4.1 **Qualifications:** CTQP Concrete Field Technician Level I, CTQP Asphalt Roadway Level I, CTQP Asphalt Roadway Level II, CTQP Earthwork Construction Inspection Level I, CTQP Earthwork Construction Inspection Level II, and CTQP Final Estimates Level I.

4.2.3.4.2 Certifications: FDOT Intermediate MOT, Nuclear Radiation Safety, and IMSA Traffic Signal Inspector Level

4.2.3.5 **CEI Inspector:** High school graduate or equivalent plus two (2) years' experience in construction inspection, with one (1) year must have been in bridge and/or roadway construction. This person is responsible for performing assignments in assisting the CEI Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil engineering graduates must obtain certifications within the first year after working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis based on qualifications and certifications appropriate for specific inspection duties. In addition to the above-referenced qualifications, the person(s) in this position must have the following qualifications and maintain throughout the term of this Agreement the following certifications:

4.2.3.5.1 Qualifications: CTQP Concrete Field Inspector Level I, CTQP Asphalt Roadway Level I, CTQP Earthwork Construction Inspection Level I, and CTQP Final Estimates Level I.

4.2.3.5.2 Certifications: FDOT Intermediate MOT; Nuclear Radiation Safety; IMSA Traffic Signal Inspector Level I; and Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.

4.2.3.6 **CEI Secretary/Clerk:** High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience, and experience in the use of standard word processing software. This person will exercise independent initiative to help relieve the supervisor of clerical detail, monitor County Business Enterprise ("CBE") or Disadvantaged Business Enterprise ("DBE") compliance (when applicable), and perform data entry into various County databases for contract tracking. This position will work under the general supervision of the Senior Project Engineer and staff.

4.2.4 For any position not defined in section 4.2.3, Consultant will adhere to the use of the standard job classes and qualifications defined in the FDOT Negotiation Handbook when classifying Consultant staff. Consultant will provide the qualifications and experience of the proposed staff. Consultant staff who do not meet the requirements for the job class will need to be

reclassified. For purposes of establishing contract job classes, Consultant staff are classified according to the definition provided in section 4.2.3 or as in the FDOT Negotiation Handbook, and shall not be classified based on the position or title they hold within their firm.

- 4.3 Staffing: Consultant will adequately staff and maintain appropriate staff until final completion of the Construction Work. These personnel must be thoroughly familiar with all aspects of construction and final measurements of the various pay items and must be available to resolve disputed final pay quantities until the work on the Contract has been closed.
- 4.4 Licensing for Equipment Operation
  - 4.4.1 Consultant must obtain proper staff licenses from government agencies for equipment and personnel operating equipment when licenses are required.
  - 4.4.2 Consultant must obtain licensing for itself and ensure its Subconsultants obtain licensing of surface moisture nuclear density gauges through the Florida Department of Health, Bureau of Radiation Control, where applicable. Only nuclear density inspectors approved by Consultant's radiation safety officer are authorized to operate surface moisture density gauges. The Contract Administrator may monitor the activity of Consultant's nuclear density inspectors.

## 5. TIME FOR PERFORMANCE

Consultant's CEI Services performed under this Agreement and Scope of Services will occur concurrently with the Construction Work and is estimated to be completed within 36 months after the Contract Administrator issuance of the NTP to Consultant. However, the term of this Agreement may be extended so that Consultant's CEI Services are available throughout the duration of the Construction Work and through the completion of all Final Documentation required under this Scope of Services.

## 6. FIELD OFFICE

- 6.1 Consultant must provide and maintain an exclusive field office for Project use ("Field Office"). The Field Office must be within 1.5 mile of the Construction Work at a location obtained by Consultant.
- 6.2 The Field Office must be at least 900 square feet, shall be structurally sound, appropriately insulated for the proposed occupancy and storage requirements, and meet all applicable fire, plumbing, and electrical codes. The Field Office shall also be watertight with suitable windows, doors, and locks, properly screened, and provided with adequate lighting, heating, air conditioning, and electrical power outlets. Sanitary facilities with regular servicing shall be provided in or near the

Field Office for the use associated with the Project. The Field Office shall be equipped with four (4) desks, a conference table for ten (10), one (1) four-drawer legal-size filing cabinet with lock, ten (10) chairs, an electric water cooler with a continuous supply of potable water, a plain paper multi-function printer capable of copying, scanning, and printing 11" x 17" sheets, all necessary paper products, office supplies, and incidental items. Consultant's selection of a Field Office will be subject to the Contract Administrator's review and approval.

- 6.3 Consultant must provide the Field Office with electric power, water, sanitary, telephone service, and a high-speed internet connection for the duration of the term of the Agreement. Telephone service shall include the costs for one line for local and long distance with call forwarding, call waiting, conference calling and messaging function. Consultant must provide weekly maintenance and cleaning for the Field Office and maintenance/repairs for the office equipment and furnishings. The cost for cleaning and maintenance of the Field Office shall be included in Consultant's Reimbursable Expenses as provided for in the Agreement.

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**EXHIBIT B  
MAXIMUM BILLING RATES**

Agreement No.: PNC2130453P1  
 Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
 Consultant: F&J Engineering Group, Inc.  
 Subconsultant: N/A

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
CEI Senior Project Engineer	\$90.00		2.27		\$204.30
CEI Project Admin/CEI Project Engineer CC2	\$76.92		2.27		\$174.61
CEI Project Admin/CEI Project Engineer	\$68.00		2.27		\$154.36
Community Outreach Specialist - Senior	\$52.61		2.27		\$119.42
CEI Senior Inspector	\$45.00		2.27		\$102.15
CEI Senior Inspector CC2	\$44.00		2.27		\$99.88
CEI Senior Landscape Inspector	\$44.00		2.27		\$99.88
CEI Inspector	\$32.00		2.27		\$72.64
CEI Secretary/Clerk Typist	\$28.50		2.27		\$64.70

Multiplier of 2.27 is calculated as follows:

OVERHEAD = 69.71%

FRINGE = 36.71%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Note:

Direct Expense Cost = 17.0%.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Agreement No.: PNC2130453P1  
 Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
 Consultant: F&J Engineering Group, Inc.  
 Subconsultant: Carnahan, Proctor and Cross, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
SUR Chief Surveyor	\$57.70		2.71		\$156.37
SUR Field Crew Supervisor 1	\$57.00		2.71		\$154.47
CADD/Computer Technician	\$36.50		2.71		\$98.92
SUR Crew Chief	\$36.50		2.71		\$98.92
SUR Instrument Operator	\$24.14		2.71		\$65.42
SUR Rod Person	\$19.33		2.71		\$52.38

Multiplier of 2.71 is calculated as follows:

OVERHEAD = 100.44%

FRINGE = 45.55%

OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

**EXHIBIT B  
MAXIMUM BILLING RATES**

Agreement No.: PNC2130453P1  
 Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
 Consultant: F&J Engineering Group, Inc.  
 Subconsultant: CTI-Construction Testing & Inspection, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$28.00		3.0		\$84.00
Secretary/Clerical	\$22.50		3.0		\$67.50

Multiplier of 3.0 is calculated as follows:

OVERHEAD = 135.90%

FRINGE = 43.70%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Note:

- The multiplier was capped at 3.0.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Agreement No.: PNC2130453P1  
 Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
 Consultant: F&J Engineering Group, Inc.  
 Subconsultant: STRAAM Group, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Scientist	\$75.00		2.31		\$173.25
Project Manager 1	\$75.00		2.31		\$173.25
Computer Programmer	\$52.50		2.31		\$121.28

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 110%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Note:

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

**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Agreement No.: PNC2130453P1  
Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
Consultant: F&J Engineering Group, Inc.  
Subconsultant: N/A

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<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>
Field Office Reimbursement	EA	\$3,156.00
Field Office Reimbursement	EA	\$3,025.00
Internet	EA	\$107.00
Internet Set Up	EA	\$106.99

Note:

- The unit prices shown above include all materials, labor, equipment, overhead, and profit for each item and the related field data collection, evaluation, analysis, reports, and documentation.

**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Agreement No.: PNC2130453P1  
Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
Consultant: F&J Engineering Group, Inc.  
Subconsultant: CTI-Construction Testing & Inspection, Inc.

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<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>
Stabilized Subgrade (LBR)	EA	\$675.00
Standard Proctor (T99)	EA	\$520.00
Curing Concrete Test Specimen	EA	\$25.00
Concrete Compressive Strength (C-39)	EA	\$25.00
Sample disposal	EA	\$15.00

Note:

- The unit prices shown above include all materials, labor, equipment, overhead, and profit for each item and the related field data collection, evaluation, analysis, reports, and documentation.

**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Agreement No.: PNC2130453P1  
Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
Consultant: F&J Engineering Group, Inc.  
Subconsultant: STRAAM Group, Inc.


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<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>
Equipment Cost Baseline	EA	\$7,500.00
Equipment Cost Monitoring	EA	\$5,000.00

### EXHIBIT C

#### MINIMUM INSURANCE REQUIREMENTS

Project: Construction Engineering and Inspection (CED) Services for Raising Sheridan Street Bridge No. 860155 Over Florida Turnpike  
Agency: Highway and Bridge Maintenance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying, and design professionals.			Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:		
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.					
<b>CERTIFICATE HOLDER:</b> Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2025.04.03 11:34:03 -0400 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 [ ], dated [ ] (as amended, the “Agreement”).

2. This Work Authorization directs Consultant to provide the services described in Exhibit A, attached hereto and incorporated into 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 all 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 consistent with 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”); or

the time periods specified in Exhibit A. The Time for Performance shall commence on 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 CBE participation goal of [\_\_\_\_\_] % by utilizing CBE firms for the Services provided under this Work Authorization and the dollar values described in Section 5.2 below.

5.2 In performing Services under this Work Authorization, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in Exhibit C.

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

7. This Work Authorization is effective upon complete execution by County and Consultant. This Work Authorization may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

**List of Exhibits:**

Exhibit A – Scope of Services

Exhibit B – Negotiated Fee

Exhibit C – CBE Schedule

(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 the Agreement; and Consultant, signing by and through its duly authorized representative.

COUNTY

Broward County

By \_\_\_\_\_

Its \_\_\_\_\_

(Print Name and Title)

\_\_\_\_ 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

**[Insert Consultant Name]**

By \_\_\_\_\_

Authorized Signer

Its \_\_\_\_\_

(Print name and title)

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

**EXHIBIT E**  
**SCHEDULE OF SUBCONSULTANTS**

Agreement No.: PNC2130453P1  
Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
Prime Vendor Name: F&J Engineering Group, Inc.

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	Carnahan, Proctor and Cross, Inc.	Surveying Services
2.	CTI-Construction Testing & Inspection, Inc.	Materials Testing and Inspections, Roadway Construction Engineering Inspection, Construction Material Inspection
3.	STRAAM Group, Inc.	Bridge Inspection

**EXHIBIT F**  
**CBE SCHEDULE AND LETTER OF INTENT**

Agreement No.: PNC2130453P1  
Agreement Title: Construction Engineering and Inspection (CEI) Services for Increase Vertical Clearance of Sheridan Street Bridge over Florida's Turnpike  
Prime Vendor Name: F&J Engineering Group, Inc.

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	F&J Engineering Group, Inc.	CEI Services



## LETTER OF INTENT

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

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

**Solicitation No.:** PNC2130453P1

**Project Title:** CEI for Increase of Vertical Clearance of Sheridan ST Bridge Over FL Turnpike

**Bidder/Offeror Name:** F&J Engineering Group, Inc.

Address: 8761 N Lake Dasha Drive City: Plantation State: FL Zip: 33324

Authorized Representative: Francis Chin Jr. Phone: 786-385-2372

**CBE Firm/Supplier Name:** F&J Engineering Group, Inc.

Address: 8761 N Lake Dasha Drive City: Plantation State: FL Zip: 33324

Authorized Representative: Francis Chin Jr. Phone: 813-380-6574

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

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
CEI Services	541330		20.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 05/07/2026

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 05/07/2026

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

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

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

# EXHIBIT G



## CONTRACT PROPOSAL PROCESSING EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT

**Exempt Documents - Section 119.071(3) (b) Florida Statutes, provides:**

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

Check One:

Licensed:  Architect  Engineer  Contractor

Company/Entity Name: F&J ENGINEERING GROUP, INC

<u>8761 N. LAKE DASHA DR.</u>	<u>PLANTATION</u>	<u>FL</u>	<u>33324</u>
Street Address	City	State	Zip
<u>786-385-2372</u>	<u>(786) 409-0727</u>		
Telephone No.	Fax No.		

I, personally, and as the representative of the above entity, fully understand the exempt nature of the public records to which I have access and agree to maintain the exempt status of this information in accordance with Florida law.

Name of person receiving records:

Print Name: FRANCIS CHIN JR Telephone No.: 786-385-272

Signature:  Date: 10-15-2025

Email Address: FCHIN@FJ-GROUP.COM

The undersigned represents and confirms that the above named individual is duly authorized to request records for the purpose of preparation of a bid or proposal by the named company/entity, and that the company/entity will maintain the exempt status of the information received in accordance with Florida law.

Authorized By: FRANCIS CHIN JR Title: PRESIDENT

Print Name Officer/Owner

Signature:  Date: 10-15-2025

Email Address: FCHIN@FJ-GROUP.COM

**E-mail completed form to: [andbennett@broward.org](mailto:andbennett@broward.org)**