Public Works Department • Water and Wastewater Services
**WATER AND WASTEWATER ENGINEERING DIVISION**
2555 West Copans Road • Pompano Beach, Florida 33069
PHONE: 954-831-0740 • FAX: 954 831-0798/0925

**MEMORANDUM**

**DATE:** January 23, 2024

**TO:** Robert Melton
County Auditor

**THRU:** Alan W. Garcia, PE
Director, Water and Wastewater Services

Alan Garcia Digitally signed by Alan Garcia Date: 2024.01.24 11:51:23 -05'00'

**FROM:** Rolando Nigaglioni, DBA, PE, BCEE, PMP
Director, Water and Wastewater Engineering Division

Rolando Nigaglioni Digitally signed by Rolando Nigaglioni Date: 2024.01.24 10:21:02 -05'00'

**SUBJECT:** **RFP NO. PNC2126774P1 – CONTINUING ENGINEERING SERVICES FOR STUDIES AND REPORTS**
**ACCEPTANCE OF MULTIPLIER RATE AND OPERATING MARGIN**

---

Staff's experience with national firms that provide consultant services related to water and wastewater treatment includes higher overhead and fringe percentaes than local firms due to the specialty and expertise of these firms and the fact that these firms provide national research in these areas which, local, smaller firms do not. The overhead and fringe percentages provided were based on 2023 audited overhead and fringe percentages. A review of similar firms' contracts with the County indicates that the multiplier ranged from 3.06 to 3.20. Attached is a spreadsheet that demonstrates the difference in multipliers of local and national firms for water and wastewater projects including treatment plant, master planning, and distribution system projects.

If you have any questions regarding this project, you may contact Rolando Nigaglioni at (954) 831- 0903.

RN/ss

C: Alicia Dunne, WWED
Nestor Berrios, WWED
Jeffrey Greenfield, WWED
Nancy Olesen, Purchasing Division
Laura Rogers, County Auditors
Category: 3.06

Public Works Department • Water and Wastewater Services
**WATER AND WASTEWATER ENGINEERING DIVISION**
2555 West Copans Road • Pompano Beach, Florida 33069
PHONE: 954-831-0745 • FAX: 954 831-0798/0925

**MEMORANDUM**

**DEVELOPER PROJECT**

**DATE:** March 15, 2024

**TO:** Robert Melton
County Auditor

**THRU:** Ron Thomas
Acting Director, Water and Wastewater Services

RONALD THOMAS II
Digitally signed by RONALD THOMAS II
Date: 2024.03.18 10:35:41 -04'00'

**FROM:** Rolando Nigaglioni
Director, Water and Wastewater Engineering Division

Rolando Nigaglioni, P.E.
Digitally signed by Rolando Nigaglioni, P.E.
Date: 2024.03.15 15:59:10 -04'00'

**RE:** **RFP NO. PNC2126774P1**
**CONTINUING ENGINEERING SERVICES FOR STUDIES AND REPORTS**
**ACCEPTANCE OF SAFE HARBOR MARGIN**

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Staff's experience with local, minority, small, specialized firms that provide consultant services related to water and wastewater treatment, such as McCafferty Brinson Consulting, LLC (MBC) and CSolutions, Inc. (CSolutions), is that they are unable to provide FAR-compliant accounting history to complete the County requested audit. MBC and CSolutions accepted Safe Harbor rates for overhead and fringe at a combined 110%. The Operating Margin was negotiated at 24%, resulting in a 2.60 multiplier. Both MBC and CSolutions are Certified Business Enterprise firms with specialties in water treatment process and pump stations and add value to this agreement that justifies their higher multiplier. The 2.60 multiplier allows for Maximum Billing Rates over the potential five-year agreement that are more competitive with the flat rate fees the firms have negotiated with other municipalities. Attached is a spreadsheet that compares the Maximum Billing Rates negotiated for PNC2126774P1 with the flat rates.

If you have any questions regarding this project, you may contact Rolando Nigaglioni at (954) 831- 0903.

RN/AD/ss

Attachment

C: Alicia Dunne, WWED
Nestor Berrios, WWED
Jeffrey Greenfield, WWED
Nancy Olesen, Purchasing Division
Laura Rogers, County Auditors
Project File: GSA - 3.06

## Rate Analysis Summary

| McCafferty Brinson Consulting | | Flat Rate Fees | | | | |
|---|---|---|---|---|---|---|
| Title | PNC2126774P1 Maximum Billing Rate | City of Boca Raton 2020 | City of Pompano Beach 2020 | City of Boca Raton 2021 | City of Fort Lauderdale 2021 | Seminole Tribe of Florida 2023 |
| Principal Engineer | $300.00 | $230.00 | $275.00 | $230.00 | $210.00 | $230.00 |
| Senior Engineer | $158.13 | $185.00 | $200.00 | $185.00 | $180.00 | $185.00 |
| Engineer II | $140.53 | $130.00 | NA | $130.00 | $130.00 | $130.00 |
| Engineer I | $116.43 | $120.00 | NA | $120.00 | $120.00 | $120.00 |
| Engineer Intern | $114.27 | $110.00 | $110.00 | $110.00 | NA | $110.00 |
| Project Professional | $98.93 | NA | NA | | NA | $95.00 |
| CADD Designer I | $80.84 | $95.00 | $95.00 | $95.00 | NA | $115.00 |
| Construction Associate | $194.35 | $190.00 | NA | $190.00 | $120.00 | $190.00 |
| Field Coordinator | $132.11 | $85.00 | NA | $85.00 | $85.00 | $85.00 |
| Administrative Assistant | $68.77 | $65.00 | $65.00 | $65.00 | NA | $65.00 |

| Csolutions | | Flat Rate Fees | | |
|---|---|---|---|---|
| Title | PNC2126774P1 Maximum Billing Rate | City of West Palm Beach 2021 | City of Orlando 2023 | City of Orlando 2023 |
| Project Director | $285.56 | NA | $285.00 | $299.00 |
| Senior Technical Expert | $269.10 | NA | NA | NA |
| Technical Expert | $249.08 | NA | NA | NA |
| Senior Project Manager | $275.39 | $180.00 | NA | NA |
| Engineer IV | $156.99 | $195.00 | $215.00 | $194.35 |
| Project Engineer | $115.00 | $150.00 | $120.00 | NA |
| Junior Engineer | $98.67 | $60.00 | $98.00 | $104.65 |
| Senior CAD Designer | $224.25 | $110.00 | NA | NA |
| CAD Designer | $74.75 | $75.00 | $95.00 | $71.76 |
| Administrative Support | $92.69 | $70.00 | $90.00 | $104.65 |

# AGREEMENT FOR PROFESSIONAL SERVICES
# AGREEMENT NO. 2019-054-2

THIS AGREEMENT made and entered into this 21st day of February, 2020, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and McCafferty Brinson Consulting, LLC, a Florida limited liability corporation hereinafter referred to as CONSULTANT:

WHEREAS, the CITY intends to enter into an agreement for the provision of professional engineering services by the CONSULTANT to the CITY; and

WHEREAS, the CITY requires certain professional engineering services in connection with water treatment plant upgrades, and

WHEREAS, the CONSULTANT represents that it is capable and prepared to provide such Services; and

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the CITY to request, and the CONSULTANT to provide, expert witness services in connection with court proceedings arising out of projects in which the CONSULTANT provided engineering services at the hourly rates set out in Attachment B, which is attached hereto and incorporated by reference as part of this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be 10 days after approval by the City Council and shall thereafter run for a five year term, with the option to renew for five additional one year periods, or until such time as all outstanding Work Orders approved prior to the expiration of the Agreement term have been completed, subject to cancellation as provided herein.

**ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the services as specifically stated in the Scope of Services (Attachment A), which is attached hereto and incorporated by reference as part of this Agreement, and as may be specifically designated and additionally authorized by the CITY. Any amendments to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances.

As the CITY identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, the CITY shall initially request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be prepared which incorporates the terms of the understanding reached by the parties with respect to such Services.

Each Work Order will set forth a specific Scope of Services, amount of compensation, deliverables and completion date, and shall be subject to the approval of the City Manager or City Council as provided for in the CITY's Code of Ordinances.

CONSULTANT shall perform no work until a work order is issued and executed by the CITY and CONSULTANT.

It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by the CITY and that the CITY does not represent or guarantee unto CONSULTANT that any specific amount of Services will be requested or required of CONSULTANT pursuant to this Agreement.

**IN WITNESS WHEREOF**, the City of Boca Raton, at a regular meeting thereof, by action of the City Council directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and its seal to be hereunto affixed, and McCafferty Brinson Consulting, LLC have executed this contract, all as of the day and year first above written.

**CITY OF BOCA RATON**

Attest: Susan S. Saxton
City Clerk

Date: 2/11/2020

By:
Name: Scott Singer
Title: Mayor

Approved as to Form and Legal Sufficiency:

By:
City Attorney

**MCCAFFERTY BRINSON CONSULTING, LLC**

Attest: Audra McCafferty
Corporate Secretary

Date: 11/12020

By: Audra McCafferty
Signature

(Affirm Corporate Seal)

(Seal)

Name: Audra McCafferty, P.E.

Title: President
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no President)

Approved by City Council on February 11, 2020, Item # 9.F.

**ATTACHMENT B**
**COMPENSATION FOR SERVICES**

The CITY shall pay to the CONSULTANT for providing and performing the professional engineering services set forth in each approved work order as follows:

Reimbursement for sub-consultants with a personnel category listed in Attachment B will be billed at the hourly rate as detailed herein with no additional mark-up. If a sub-consultant personnel category and corresponding hourly labor rate is not listed in Attachment B, reimbursement costs for the sub-consultant will be cost times a multiplier not to exceed 1.05.

In addition to compensation for labor, the CITY agrees to reimburse the CONSULTANT for expenses as identified in Article 3 and as specified in each individual Work Order.

Notwithstanding the foregoing, the compensation paid by the CITY to the CONSULTANT for labor and expenses shall not exceed the price set forth in the approved Work Order.

**FREQUENCY OF BILLING**

Invoicing shall be submitted to the CITY on a monthly basis for the work performed during that billing period.

Payment terms are net 30 days.

**HOURLY LABOR RATE SCHEDULE FOR ALL DISCIPLINES**

| Personnel Category | Hourly Labor Rate |
|---|---|
| Vice President (Expert Witness) | $275.00 |
| Principal Engineer (PE) | $230.00 |
| Senior Engineer (PE) | $185.00 |
| Engineer II (PE) | $130.00 |
| Engineer I (PE) | $120.00 |
| Engineer Intern (EI) | $110.00 |
| Lead CADD Designer | $145.00 |
| CADD/GIS Designer | $115.00 |
| CADD/GIS Drafter/Technician | $95.00 |
| Construction Manager | $240.00 |
| Construction Associate | $190.00 |
| Senior Field Coordinator | $140.00 |
| Field Coordinator | $85.00 |
| Administrator | $100.00 |
| Administrative Assistant | $65.00 |
| Senior Surveyor | $130.00 |

| | |
|---|---|
| Project Surveyor | $95.00 |
| Survey Field Crew (2-person) | $130.00 |
| Survey Field Crew (3-person) | $160.00 |
| Designer | $75.00 |
| Senior Electrical Engineer (PE) | $235.00 |
| Electrical Engineer II (PE) | $179.00 |
| Electrical Engineer I (PE) | $133.00 |
| Junior Electrical Engineer (EI) | $114.00 |
| Senior Electrical Field Coordinator | $154.00 |
| Electrical Field Coordinator | $114.00 |
| Senior Structural Engineer (PE) | $215.00 |
| Structural Engineer II (PE) | $175.00 |
| Structural Engineer I (PE) | $150.00 |
| Junior Structural Engineer (EI) | $130.00 |
| Senior Structural Field Coordinator | $130.00 |
| Structural Field Coordinator | $95.00 |

# AGREEMENT FOR PROFESSIONAL SERVICES
# AGREEMENT NO. 2021-011-4

THIS AGREEMENT made and entered into this 6th day of August, 2021, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and McCafferty Brinson Consulting, LLC, a Florida limited liability corporation hereinafter referred to as CONSULTANT:

WHEREAS, the CITY intends to enter into a non-exclusive agreement for the provision of professional continuing engineering services (Services) for Utility Services by the CONSULTANT to the CITY; and

WHEREAS, the CITY requires certain professional services in connection with various Engineering projects, including but not limited to, projects approved in the CITY'S Capital Improvement Budget; and

WHEREAS, the CONSULTANT represents that it is capable and prepared to provide such Services; and

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the CITY to request, and the CONSULTANT to provide, expert witness services in connection with court proceedings arising out of projects in which the CONSULTANT provided Services at the hourly rates set out in Attachment B, which is attached hereto and incorporated by reference as part of this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be 10 days after approval by the City Council and shall thereafter run for a five year term, with the option to renew for five additional one year periods, or until such time as all outstanding Work Orders approved prior to the expiration of the Agreement term have been completed, subject to cancellation as provided herein.

**ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT**

The CONSULTANT shall perform the Services as specifically stated in the Scope of Services (Attachment A), and as may be specifically designated and additionally authorized by the CITY. Any amendments to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances.

As the CITY identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, the CITY shall initially request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be prepared which incorporates the terms of the understanding reached by the parties with respect to such Services.

Each Work Order will set forth a specific Scope of Services, amount of compensation, deliverables and completion date, and shall be subject to the approval of the City Manager or City Council as provided for in the CITY's Code of Ordinances.

CONSULTANT shall perform no work until a work order is issued and executed by the CITY and CONSULTANT.

It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by the CITY and that the CITY does not represent or guarantee unto CONSULTANT that any specific amount of Services will be requested or required of CONSULTANT pursuant to this Agreement.

**ARTICLE 3 - COMPENSATION**

3.1 The CITY shall pay CONSULTANT in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this Agreement.

3.2 Compensation and the manner of payment of such compensation by the CITY for Services rendered hereunder by CONSULTANT shall be as prescribed in each Work Order. CONSULTANT agrees to furnish to the CITY, after the end of each calendar month, or as specified in the Work Order, a comprehensive and itemized statement of charges for the Services performed and rendered by CONSULTANT during that time period, and for any CITY authorized reimbursable expenses as herein below defined, incurred and/or paid by CONSULTANT during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by the CITY. All such statements shall be

**IN WITNESS WHEREOF**, the City of Boca Raton, at a regular meeting thereof, by action of the City Council directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and its seal to be hereunto affixed, and McCafferty Brinson Consulting, LLC has executed this Agreement, all as of the day and year first above written:

**CITY OF BOCA RATON**

Attest:

Mary Siddons
City Clerk

Date: 8/6/21

By: Scott Singer
Name: Scott Singer
Title: Mayor

Approved as to Form and Legal Sufficiency:

By: John Fuller
City Attorney

**MCCAFFERTY BRINSON CONSULTING, LLC**

Attest:

Audra McCafferty
Corporate Secretary

Date: 5-26-21

By: Audra McCafferty
Signature

(Affirm Corporate Seal)

(Seal)

Name: Audra McCafferty, P.E.

Title: President
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no President)

Approved by City Council on July 27, 2021, Item # 9.H.

**ATTACHMENT B**

COMPENSATION FOR SERVICES

The CITY shall pay to the CONSULTANT for providing and performing the professional engineering services set forth in each approved work order as follows:

**Reimbursement** for sub-consultants will be billed at cost times a mark-up, not to exceed 5% in accordance with Article 3.5.

In addition to compensation for labor, the CITY agrees to reimburse the CONSULTANT for expenses as identified in Article 3 and as specified in each individual work order.

Notwithstanding the foregoing, the compensation paid by the CITY to the CONSULTANT for labor and expenses shall not exceed the price set forth in the approved work order.

**FREQUENCY OF BILLING**

Invoicing shall be submitted to the CITY on a monthly basis for the work performed during that billing period.

Payment terms are net 30 days.

**HOURLY LABOR RATE SCHEDULE FOR ALL DISCIPLINES**

| Personnel Category | Hourly Labor Rate (Not to exceed) |
|---|---|
| Vice President (Expert Witness) | $275.00 |
| Principal Engineer (PE) | $230.00 |
| Senior Engineer (PE) | $185.00 |
| Engineer II (PE) | $130.00 |
| Engineer I (PE) | $120.00 |
| Engineer Intern (EI) | $110.00 |
| Lead CADD Designer | $145.00 |
| CADD/GIS Designer | $115.00 |
| CADD/GIS Drafter/Technician | $95.00 |
| Construction Manager | $240.00 |
| Construction Associate | $190.00 |
| Senior Field Coordinator | $140.00 |
| Field Coordinator | $85.00 |
| Administrator | $100.00 |
| Administrative Assistant | $65.00 |
| Specialty Engineer Vice President (Technical Expert, PE) | $275.00 |
| Senior Principal Specialty Engineer (PE) | $261.00 |
| Senior Specialty Engineer (PE) | $183.00 |
| Specialty Engineer II (PE) | $139.00 |
| Specialty Engineering Intern (EI)/Junior Engineer | $114.00 |

| | |
|---|---|
| Specialty CADD/GIS Drafter/Technician | $118.00 |
| Senior Specialty Field Coordinator | $124.00 |
| Specialty Field Coordinator | $103.00 |
| Specialty Engineering Administrative Assistant | $95.00 |
| Principal Civil Engineer (PE) | $230.00 |
| Senior Civil Engineer (PE) | $185.00 |
| Civil Design Engineer (PE) | $130.00 |
| Civil Engineering Intern (EI) | $110.00 |
| Civil CADD/GIS Drafter/Technician | $115.00 |
| Senior Civil Field Coordinator | $140.00 |
| Civil Field Coordinator | $105.00 |
| Civil Engineering Administrative Assistant | $80.00 |
| Senior Electrical Engineer (Senior Associate, PE) | $235.00 |
| Electrical Engineer II (Senior Principal Engineer, PE) | $179.00 |
| Electrical Engineer I (Principal Engineer, PE) | $133.00 |
| Junior Electrical Engineer (Assistant Engineer, EI) | $114.00 |
| Senior Electrical Field Coordinator | $154.00 |
| Electrical Field Coordinator | $114.00 |
| Survey & Mapping Project Executive/Principal Engineer | $250.00 |
| Survey & Mapping Senior Project Manager/Senior Engineer | $225.00 |
| Survey & Mapping Project Manager/Engineer II (PE) | $175.00 |
| Survey & Mapping Administrative Assistant | $80.00 |
| Senior Surveyor and Mapper | $150.00 |
| Survey & Mapping Senior Planner | $140.00 |
| Survey & Mapping Planner | $125.00 |
| Senior Landscape Architect | $150.00 |
| Landscape Architect | $135.00 |
| Arborist | $140.00 |
| Landscape Architect Senior Designer | $125.00 |
| Landscape Architect Designer | $100.00 |
| Utility Coordination GIS Technician | $100.00 |
| Senior Utility Coordinator | $140.00 |
| Utility Coordinator | $100.00 |
| Subsurface Utility Location Manager | $140.00 |

| | |
|---|---|
| Field Crew Supervisor | $100.00 |
| Utility Designating/GPR | $200.00 |
| Survey Field Crew (2-person) | $130.00 |
| Survey Field Crew (3-person) | $160.00 |
| Survey Static Scanning | $250.00 |
| Survey Drone Photos | $200.00 |
| SUE Impervious Coring > 8" | $150/each |
| SUE Test Hole (Pervious) | $350/each |
| SUE Test Hole (Impervious) | $450/each |

Note: Specialty Engineering may include, but is not limited to, Structural Engineering, Mechanical Engineering, Hydrogeology/Hydrology Engineering.

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# CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made on March 1, 2021, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and McCafferty Brinson Consulting, LLC a Florida limited liability company, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-23-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Frank Brinson

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – TERM

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

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**"CONSULTANT":**

**McCafferty Brinson Consulting, LLC**

Witnesses:

Signature

Audra McCafferty
Name Typed, Printed or Stamped

Signature

Robert Landrum
Name Type, Printed or Stamped

By: _____
Frank A. Brinson, Manager

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 15th day of December, 2020, by Frank A. Brinson, as Manager of McCafferty Brinson Consulting, LLC., a Florida limited liability company, on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

ANDREW BARBA
MY COMMISSION # GG086927
EXPIRES March 26, 2021

NOTARY PUBLIC, STATE OF FLORIDA

Andrew Barba
(Name of Acknowledger Typed, Printed or Stamped)

GG086927
Commission Number

DocuSign Envelope ID: B1A3E2D3-E5F8-46FB-B9AC-B964EA8E9667

McCafferty Brinson consulting

**Exhibit B**

**City of Pompano Beach, Florida**
**Continuing Contract for Engineering Services for Water and Reuse Treatment Plant Projects**
**2020 Fee Schedule**

| Staff Classification | Hourly Rate 2020 |
|---|---|
| ***Labor Rates:*** | |
| Principal Engineer | $ 275.00 |
| Senior Engineer | $ 200.00 |
| Project Engineer | $ 125.00 |
| Engineer Intern/Staff Professional | $ 110.00 |
| CAD Designer | $ 95.00 |
| Project Administrator | $ 65.00 |
| Field Representative | $ 115.00 |
| ***Reimbursable Expenses:*** | |
| Direct Project Expense (multiplier) | 1.00 |
| Auto Mileage (per mile, IRS standard mileage rate) | $0.575 |
| Subcontractor (multiplier) | 1.05 |

\\mbc\mbc public\shared\project files\pompano beach\client pm\2020 to 2025 cont services contract\fee schedule.docx

# MASTER SERVICE AGREEMENT
# BETWEEN THE SEMINOLE TRIBE OF FLORIDA
# AND
# MCCAFFERTY BRINSON CONSULTING, LLC

This Master Service Agreement ("Agreement") is made and entered as of the last executing signature hereto by and between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. § 5123 ("TRIBE") and MCCAFFERTY BRINSON CONSULTING, LLC, a Florida Limited Liability Company ("CONSULTANT").

***Identification information***

**TRIBE:**
SEMINOLE TRIBE OF FLORIDA

**CONSULTANT:**
MCCAFFERTY BRINSON CONSULTING, LLC

**Tribal Vendor Number:** 27402

**TRIBE ADDRESS:**
6300 STIRLING ROAD
HOLLYWOOD, FLORIDA 33024

**CONSULTANT ADDRESS**:
633 S. ANDREWS AVE, SUITE 402
FORT LAUDERDALE, FL 33301

**TRIBE REPRESENTATIVE:**
EMRAN RAHAMAN
DIRECTOR OF PUBLIC WORKS
SEMINOLE TRIBE OF FLORIDA
5700 GRIFFIN ROAD
DAVIE, FLORIDA 33314
PHONE: (954) 894-1060
E-MAIL: emranrahaman@semtribe.com

**CONSULTANT REPRESENTATIVE:**
AUDRA MCCAFFERTY

MCCAFFERTY BRINSON CONSULTING, LLC
633 S. ANDREWS AVE, SUITE 402
FORT LAUDERDALE, FL 33301
PHONE: (954) 797-7100
E-MAIL: amccafferty@mccaffertybrinson.com

**PROJECT NAME:**
TRIBAL WIDE GEOLOGICAL AND HYDROLOGICAL ENGINEERING SERVICES

**PROJECT LOCATION:**
SEMINOLE INDIAN RESERVATIONS OR OTHER RESTRICTED TRIBAL TRUST LAND AND CERTAIN FEE PROPERTY OWNED OR LEASED BY THE SEMINOLE TRIBE OF FLORIDA

**40. ATTORNEYS' FEES**

The prevailing party in any litigation brought under this Agreement shall be entitled to reimbursement from the other of all reasonable costs incurred in connection therewith, including attorneys' fees, all pre-trial, appellate, post-judgment, bankruptcy and other proceedings. The right to recover attorneys' fees shall also include any attorneys' fees incurred in establishing the amount of such fees.

**41. WAIVER OF JURY TRIAL**

**EACH OF THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN OR AMONG THEM, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, ALL TO THE EXTENT BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on the respective dates set forth below at Hollywood Seminole Indian Reservation, Broward County, Florida.

**TRIBE**:
SEMINOLE TRIBE OF FLORIDA

By: _____
Name: Peter Hahn
Title: Treasurer
Date: 11/28/2023

By: _____
Name: Derek Koger, MPA
Title: Executive Director of Tribal Community Development
Date: 11/17/2023

**CONSULTANT**:
MCCAFFERTY BRINSON CONSULTING, LLC

By: _____ Digitally signed by Audra McCafferty, P.E. Date: 2023.11.16 17:17:59 -05'00'
Name: Audra McCafferty
Title: President
Date: 11-16-2023

EXHIBIT A - RATE SHEET

McCafferty Brinson
consulting

**Consulting/Professional Services**

**2023 Fee Schedule**

## HOURLY LABOR RATE SCHEDULE

| Personnel Category | Hourly Labor Rate |
|---|---|
| Chief Engineer (PE) | $275.00 |
| Principal Engineer (PE) | $230.00 |
| Senior Engineer (PE) | $185.00 |
| Engineer II (PE) | $130.00 |
| Engineer I (PE) | $120.00 |
| Engineer Intern (EI) | $110.00 |
| Staff Professional | $95.00 |
| Designer II | $145.00 |
| Designer I | $115.00 |
| Construction Manager | $240.00 |
| Construction Associate | $190.00 |
| Senior Field Coordinator | $140.00 |
| Field Coordinator | $85.00 |
| Project Administrative | $65.00 |

Expert Witness services will be charged at 1.5 times the standard rate schedule.



**McCafferty Brinson Consulting, LLC**
633 South Andrews Avenue, Suite 402, Fort Lauderdale, Florida 33301 • Telephone: 954.797.7100
www.mccaffertybrinson.com • Florida Registry No. 26952

**AGREEMENT**
**BETWEEN**
**ENGINEER AND SUBCONTRACTOR**
**FOR**
**PROFESSIONAL SERVICES**
**CDM Smith Inc. Project Number: 273600**

THIS IS AN AGREEMENT made as of September 26, 2022, between CDM Smith Inc. ("ENGINEER") and McCafferty Brinson Consulting, LLC ("SUBCONTRACTOR") (collectively the "Parties").

ENGINEER has entered into a contract dated November 16, 2021, with the City of Fort Lauderdale, a Florida municipal corporation ("OWNER"), the Prime Agreement, for the purpose of performing professional services in connection with the Contract No. 12401-116 for the CCNA - Construction Engineer and Inspection ("CEI") Services for GT Lohmeyer Wastewater Treatment Plant Replacement of Oxygen System ("Project") and its Task Orders. ENGINEER hereby engages SUBCONTRACTOR to perform for ENGINEER services in connection with the Project in accordance with the terms and conditions of this Agreement between ENGINEER and SUBCONTRACTOR. A copy of all necessary portions of the Prime Agreement pertinent to SUBCONTRACTOR's responsibilities, compensation and timing of services hereunder are attached to this Agreement as Exhibit C.

ENGINEER and SUBCONTRACTOR agree as follows:

**1. SCOPE OF SERVICES AND STANDARD OF CARE**

1.1 SUBCONTRACTOR shall perform the part of the Project hereinafter called the Services described in Exhibit A, Description of Subcontractor Services and Related Matters, which may be subsequently amended only by written agreement executed by both parties.

1.2 The standard of care for all services performed or furnished by SUBCONTRACTOR under this Agreement will be the care and skill ordinarily used by members of SUBCONTRACTOR's profession practicing under similar conditions at the same time and in the same locality. SUBCONTRACTOR shall correct any errors or omissions it makes in the performance of its services or re-perform any services that fail to meet the standard of care at no cost to ENGINEER. In the event that a higher standard of care is required by the Prime Agreement, that standard shall apply.

1.3 All data and information, other than that referred to in Article 3, necessary for the performance of SUBCONTRACTOR's Services shall be obtained by SUBCONTRACTOR at SUBCONTRACTOR's own expense.

1.4 SUBCONTRACTOR is responsible to see that the documents prepared by SUBCONTRACTOR and the Services SUBCONTRACTOR renders hereunder conform to the applicable laws, rules, regulations, ordinances, codes, orders and special requirements of the place where the Project is located.

1.5 All of SUBCONTRACTOR's communications to or with OWNER or ENGINEER's other independent professional associates and subcontractors will be through or with the knowledge of ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**ENGINEER**

Name: Victor J. Pujals
Title: Senior Vice President | Client Service Leader

Date: 9-26-2022

Address for giving notices:
CDM Smith Inc.
621 N.W. 53rd Street, Suite 265
Boca Raton, Florida 33487

**SUBCONTRACTOR**

Digitally signed by Audra McCafferty, P.E.
Date: 2022.09.26 07:20:28 -04'00'

Name: Audra McCafferty
Title: President

Date: September 26, 2022

Address for giving notices:
McCafferty Brinson Consulting, LLC
633 South Andrews Ave, Suite 402
Fort Lauderdale, Florida 33301

# AGREEMENT

**between**

# CITY OF FORT LAUDERDALE

**and**

# CDM SMITH INC.

**for**

# PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) FOR GT LOHMEYER WASTEWATER TREATMENT PLANT REPLACEMENT OF OXYGEN SYSTEM

# RFQ No. 12401-116

**CITY**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
CHRISTOPHER J LAGERBLOOM
ICMA-CM, City Manager

Date: 05 09 22

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

APPROVED AS TO LEGAL FORM:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

**CONSULTANT**

WITNESSES:

Oscar A Lopez
Print Name

Joanne Prince
Joanne Prince
Print Name

CDM SMTH INC., a Massachusetts corporation authorized to transact business in thestate of Florida

By: Victor J. Pujals

ATTEST:

By: Paul Milligan
Secretary

(CORPORATE SEAL)

CDM SMITH INC. 1970 MASSACHUSETTS

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of April, 2022, by Victor J. Pujals as SVP for CDM Smith Inc., a Massachusetts corporation authorized to transact business in the state of Florida.

LORNA AROCENA
Notary Public-State of Florida
Commission # HH 174820
My Commission Expires
September 12, 2025

(Signature of Notary Public - State of Florida)

Lorna Arocena
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

# EXHIBIT B
## SCHEDULE OF SUBCONSULTANTS

McCafferty Brinson
consulting

| Personnel Category | Propose Rate |
|---|---|
| Vice President (Expert Witness) | $275.00 |
| Principal Engineer (PE) | $210.00 |
| Senior Engineer (PE) | $180.00 |
| Engineer II (PE) | $130.00 |
| Engineer I (PE) | $120.00 |
| Construction Manager | $150.00 |
| Construction Associate | $120.00 |
| Senior Field Coordinator | $105.00 |
| Field Coordinator | $85.00 |
| | |

WEST PALM BEACH

# Continuing Professional Services Agreement

## General Engineering Services

Contract No. 27116

This Agreement is made by and between the

**CITY OF WEST PALM BEACH**, with an address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City") and

**C SOLUTIONS, INC.**, Florida corporation, with a principal address of610 SE 14th Court, No. 2, Fort Lauderdale, FL 33316, with a local office at 4152 West Blue Heron Blvd., Riviera Beach, FL 33404, and Federal Tax ID #20-2591227 (the "Consultant").

Proposal: Consultant submitted its Proposal dated October 9, 2019 (the "Proposal") in response to the Request for Qualifications No. 18-18-405 issued by the City (the "RFQ")

**AREAS OF QUALIFICATION**: Consultant is qualified to provide services in the following areas:

106 – **Water Distribution, Sewer Collection System, and Force Main**: √ Low Cost Threshold
including but not limited to design, planning, modeling, condition assessment of various pipe materials (DIP, HDPE, PVC, PCCP, etc), replacement (open-cut, directional drill, jack & bore, etc.), and rehabilitation

Low cost threshold projects will have estimated construction costs of less than $750,000 or studies/reports where the fee will not exceed $100,000, or as otherwise allowed by state law

(the "**Areas of Qualification**")

## SECTION 1 – SCOPE OF SERVICES

The Consultant agrees to provide to the City engineering and consulting professional services related to the Areas of Qualification listed above.

Professional Services will be rendered in response to periodic written work authorizations issued by the City on an as-needed basis, in accordance with Section 1.10 of this Agreement. Each work authorization will be subject to scope definition and fee negotiation at the established hourly rates. This shall be a continuing services agreement in accordance with Sec. 287.055, Florida Statutes. No assignment, minimum amount of professional service or compensation is guaranteed under this Agreement.

### 1.1 Phases of Professional Services

The services provided under this Agreement ("**Professional Services**") intended to be compensated by the Fees shall be categorized into the following phases of service, as applicable:

1. Pre-Design Analysis (or Planning/Study/Report) Phase

11.27.3 This Agreement may only be modified by written amendment executed by the City and Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the City. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for General Engineering Services and have hereunto signed in their names by their duly authorized representatives.

ATTEST:

By: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____

**CITY OF WEST PALM BEACH**

By: _____
Keith A. James, Mayor

Date: 7/6, 2021

Consultant:
**C SOLUTIONS, INC.**

By: _____

Print Name: Mark Drummond, P.E., BCEE

Title: President

RFQ 18-19-405 General Engineering Services

Fee Schedule

| Job Title/Description | C-Solutions | [redacted] | [redacted] | [redacted] |
|---|---|---|---|---|
| Sr. Principal/Corporate Officer (Licensed) | $ 270.00 | $ [redacted] | | |
| Sr. Principal/Corporate Officer | $ 240.00 | $ [redacted] | | |
| Principal (Licensed) | $ 225.00 | $ [redacted] | $ [redacted] | |
| Principal | $ 195.00 | | | $ [redacted] |
| Sr. Project Manager (Licensed) | $ 225.00 | $ [redacted] | | |
| Sr. Project Manager | $ 180.00 | $ [redacted] | | |
| Project Manager (Licensed) | $ 180.00 | $ [redacted] | | |
| Project Manager | $ 150.00 | $ [redacted] | | |
| Sr. Professional Engineer | $ 195.00 | | $ [redacted] | |
| Professional Engineer | $ 150.00 | | $ [redacted] | |
| Engineer Intern | $ 60.00 | | $ [redacted] | |
| Sr. Designer | $ 125.00 | | | |
| Designer | $ 90.00 | | | |
| Sr. Technician | $ 100.00 | | $ [redacted] | |
| Technician | $ 75.00 | | $ [redacted] | |
| Sr. CADD Technician | $ 110.00 | $ [redacted] | | |
| CADD Technician | $ 75.00 | $ [redacted] | $ [redacted] | |
| Professional Land Surveyor | | $ [redacted] | | $ [redacted] |
| Survey Technician | | $ [redacted] | | |
| Sr. Administrative Assistant | $ 85.00 | | | $ [redacted] |
| Administrative Assistant | $ 70.00 | | $ [redacted] | |
| **Other: Please specify** | | | | |
| Senior Technical Expert | $ 275.00 | | | |
| Utility Locate Crew | | $ [redacted] | | |
| Soft Dig Crew (per hole) | | $ [redacted] | | |
| * 3 D Radar Crew (8 hour minimum) | | $ [redacted] | | |
| * 3D Radar Processor | | $ [redacted] | | |
| Clerical | | $ [redacted] | | |
| Survey Coord. Mgr | | $ [redacted] | | |
| Field Survey Crew | | | | $ [redacted] |
| Survey Associate | | | | $ [redacted] |
| Computer Draftsman | | | | $ [redacted] |

# CONTINUING PROFESSIONAL CONSULTING AGREEMENT
# SERVICES AUTHORIZATION #21146(6)

*THIS SERVICES AUTHORIZATION* is made and entered into this 19 day of December, 20 23, by and between the **City of Orlando, Florida,** a municipal corporation existing under the laws of the State of Florida (CITY), and **Tetra Tech, Inc.**, doing business locally at 201 E. Pine Street, Suite 1000, Orlando, Florida 32801 (CONSULTANT).

*WHEREAS*, the CITY and the CONSULTANT have previously entered into an agreement for the CONSULTANT's professional services (AGREEMENT) effective February 1, 2022; and

*WHEREAS*, the CITY and the CONSULTANT shall refer to the AGREEMENT herein, and desire to have it incorporated by reference; and

*WHEREAS*, the CITY and the CONSULTANT now wish to memorialize their understanding for the CONSULTANT's professional services for the Lift Station Nos. 70, 88, 97, 98, 99 & 130 Upgrades Project (PROJECT).

*NOW, THEREFORE*, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## I. SCOPE OF WORK

The scope of work has been agreed to by the parties, and is attached hereto and incorporated herein by reference, as APPENDIX I.

## II. FEE

The not-to-exceed fee of $170,271.00, has been agreed to by the parties, as set forth on APPENDIX I.

## III. TERM

CONSULTANT shall complete all work in accordance with the timeframes set forth in the scope of work, if any, provided however, that all work and the term of this SERVICES AUTHORIZATION shall be completed by the end of business (5:00 pm) twenty-four (24) weeks from issuance of Notice to Proceed. It is also agreed that the CITY shall have an option for extension of this SERVICES AUTHORIZATION, as necessary to complete the present scope of services (APPENDIX I) or to provide additional services.

## IV. ENTIRE AGREEMENT

This SERVICES AUTHORIZATION issued pursuant to the Agreement supersedes all previous authorizations, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the CONSULTANT that may have concerned the matters covered herein, except that this SERVICES AUTHORIZATION shall in no way supersede or amend the AGREEMENT or other authorizations issued thereunder except as specifically provided herein. No additions, alterations, or variations to the terms of this SERVICES AUTHORIZATION shall be valid, nor can the provisions of this SERVICES AUTHORIZATION be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by the parties. CONSULTANT acknowledges and agrees that any proposals or proposed agreements from subconsultants attached to this SERVICES AUTHORIZATION are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this SERVICES AUTHORIZATION, the CITY does not become a party thereto or bound by the terms thereof.

*IN WITNESS WHEREOF*, the parties hereto have executed this SERVICES AUTHORIZATION on the day and year first written above.

**City of Orlando, Florida,**
a Florida municipal corporation

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

January 4, 2024

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

January 3, 2024

_____
Michael O'Dowd
Assistant City Attorney
Orlando, Florida

**Tetra Tech, Inc.**

By: B. N. C

Print Name: Brain N. Carter

Title: Senior Vice President

Date: December 19, 20 23

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ _____ (name of entity/party on behalf of whom instrument was executed).

_____

Signature of Notary Public – State of Florida

Print, Type, or Stamp Notary Name: _____

See attached

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification

Type of Identification Produced _____

CSOLUTIONS
bringing solutions to mind

June 16, 2023

Project #: 1250-008-001

Mr. Jeremy Jardell, P.E.
Senior Project Manager
Tetra Tech, Inc.
201 East Pine Street, Suite 1000
Orlando, FL 32801

Re: Proposal for Structural Engineering Services
LS 70, 88, 97, 98, 99, 130 (Structural Condition Assessment Lift Station 70)
City of Orlando, Florida

Mr. Jardell:

C Solutions, Inc. (C Solutions) is pleased to submit this proposal to provide structural engineering services to Tetra Tech, Inc. (Tetra Tech) for the above referenced project for the City of Orlando (City). It is our understanding that the project includes the repair and rehabilitation of six existing lift stations. This scope of services includes only a structural evaluation of the existing single-story CMU building located only at the LS 70 site.

## Scope of Services

C Solutions proposes the following work tasks associated with the proposed improvements:

*Task 1: Preliminary Engineering Design:* C Solutions staff will visit the site at Lift Station 70 to view the current condition of the existing CMU building. The intent of the evaluation is to determine what repairs must occur given the structure's current state and also to provide recommendations for improvements to accommodate current deign codes (i.e. replace windows, upgrade roof system connection to walls, etc.). C Solutions will assist Tetra Tech in the preparation of a preliminary technical memorandum outlining our observations and recommendations.

## Cost and Schedule

C Solutions proposes to undertake the work described above on a lump sum fixed fee basis for a total price of **$4655.00.** The attached Table 1 summarizes the fee allocation per task.

## Terms and Conditions

C Solutions will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Tetra Tech and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

Mark Drummond, P.E., BCEE
President

641 West Fairbanks Ave., Suite 217
Winter Park, FL 32789

CSOLUTIONS

**Table 1 - Engineering Services Fee**

**City of Orlando**
**Structural Condition Assessment (Lift Station No. 70)**
**Date: June 22, 2023**

| *Task No* | *Task Description* | *Labor Hours By Category* | | | | | | *Totals* | |
|---|---|---|---|---|---|---|---|---|---|
| | | Project Director $285.00 | Senior Engineer $215.00 | Project Engineer $120.00 | Engineer $98.00 | Drafting $95.00 | Admin Assistant $90.00 | Hrs | Cost |
| 1 | *Assist in Preparation of PER* | 3 | 16 | | | | 4 | 23 | $ 4,655.00 |
| | ***Project Cost*** | | | | | | | | **$ 4,655.00** |

TETRA TECH

**Tetra Tech, Inc.**
**Subconsultant Services Agreement**

This Agreement is made and becomes effective this 8th day of December 2023 between **C Solutions, Inc.**, (Subconsultant) and **Tetra Tech, Inc.**, (Consultant) a Delaware corporation.

Consultant hereby retains Subconsultant to perform services in connection with a Project identified as **Orange County Utilities, Western Regional Water Supply Facility Ozone Treatment - Preliminary Design Services, Tetra Tech Project No. 200-10034-24_____**, and as more fully described in Attachment A. Subconsultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A – Project Requirements, and the attached Standard Terms and Conditions. This Agreement supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

In executing this Agreement, the undersigned also acknowledges their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

**C Solutions, Inc.**
641 West Fairbanks Avenue, Suite 217
Winter Park, Florida 32789

By _____ Digitally signed by Mark Drummond Signature Date: 2023.12.14 17:02:02 -05'00'
*Subconsultant's Authorized Signature*

Mark Drummond, PE, BCEE
*Printed Name*

President
*Title*

**Tetra Tech, Inc.**
201 East Pine Street, Suite 1000
Orlando, Florida 32801
407.839.3955

By Jonathan C Bundy Digitally signed by Jonathan C Bundy Date: 2023.12.15 15:27:40 -05'00'
*Consultant's Authorized Signature*

Jon C. Bundy, P.E.
Regional Manager
jon.bundy@tetratech.com

mwt\G:\Administrative\Contracts\Subcontractors\Sub Work Order Contracts\C Solutions\S-200-10034-24xxx.docx

**Tetra Tech, Inc.**

**Subconsultant Services Agreement**

**Attachment A - Project Requirements**

**Subconsultant:** C Solutions, Inc.

**Project Description**

Orange County Utilities
Western Regional Water Supply Facility Ozone Treatment - Preliminary Design Services
Tetra Tech Project No. 200-10034-24_____

| **Scope of Services** | **Effort/ Cost Assumed** |
|---|---|
| Subconsultant shall provide the services as detailed in the proposal dated July 28, 2023, attached hereto. | $3,004.95 |

**Special Assumptions**

All applicable terms and conditions included in the prime contract are incorporated in the subcontract. In the event of a conflict between the terms and conditions of the subcontract and those of the prime agreement, the more stringent shall apply to the Subconsultant's duties and obligations.

Consultant does not agree to and will not be bound by any provisions in Subconsultant's proposal that propose differing or additional terms and conditions or any addition, alteration, or deletion to or of the precise terms and condition stated in the Agreement.

**Project Schedule**

Services described under the Scope of Work above will begin upon Subconsultant's receipt of fully executed Agreement.

**Method of Compensation**

**Standard Rates** Compensation for these services will be based on Subconsultant staff efforts, times their standard billing rate, plus reimbursable expenses, not to exceed $3,004.95 without prior written authorization.

CSOLUTIONS
bringing solutions to mind

July 28, 2023

Project #: 1250-010-001

Mr. Jon Bundy, PE
Tetra Tech, Inc.
201 East Pine Street, Suite 1000
Orlando, FL 32801

Re: Proposal for Structural Engineering Services
Western Regional WSF Ozone Treatment Improvements Preliminary Design Report
Orange County, Florida

Mr. Bundy:

C Solutions, Inc. (C Solutions) is pleased to submit this proposal to provide structural engineering services to Tetra Tech, Inc. (Tetra Tech) for the above referenced project for Orange County (County). It is our understanding that the project includes the addition of a new single-story masonry building designed to accommodate proposed ozone treatment equipment along with a cast-in-place concrete ozone treatment tank and miscellaneous slabs supporting propose additional equipment.

## Scope of Services

C Solutions will provide engineering services for the following tasks:

*Task 1: Preliminary Design:* C Solutions staff will assist Tetra Tech in the preparation of a Preliminary Design Report (PDR) for items related to the structural design of the new single-story masonry building designed to accommodate proposed ozone treatment equipment and cast-in-place concrete ozone treatment tank. The PDR is anticipated to include structural design criteria along with a general discussion of the proposed structures. No preliminary drawings are to be prepared for this submittal.

## Cost and Schedule

C Solutions proposes to undertake the work described above on an hourly fee basis for a not-to-exceed price of **$3,004.95.** The attached Table 1 summarizes the fee allocation per task and category.

## Terms and Conditions

C Solutions will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Tetra Tech and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

Mark Drummond, P.E., BCEE
President

641 West Fairbanks Ave., Suite 217
Winter Park, FL 32789

CSOLUTIONS

**Table 1 - Engineering Services Fee**

**Structural Engineering Services**
**Western Regional WSF Ozone Treatment Improvements Preliminary Design Report**
**Date: July 28, 2023**

| *Task No* | *Task Description* | *Labor Hours By Category* | | | | | | *Totals* | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Project Director $299.00 | Project Manager I $164.45 | Engineer IV $194.35 | Engineer I $104.65 | CAD Technician $71.76 | Admin Assistant II $104.65 | Hrs | | Cost |
| 1 | *Prepare PDR* | 4 | 0 | 5 | 4 | 0 | 4 | 13 | $ | 3,004.95 |
| | ***Project Cost*** | | | | | | | | **$** | **3,004.95** |

TETRA TECH

# Tetra Tech, Inc.
# Terms and Conditions for Subconsultant Services

***Purpose*** The purpose of this Agreement is to engage Subconsultant to perform specialized services for Consultant in accordance with the terms and conditions set forth in the following sections and attachments referenced herein which, together with the acceptance, shall constitute the entire Agreement superseding any and all previous correspondence and arrangements.

***Services*** Subconsultant agrees to perform, for Consultant, services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule above and in accordance with these Terms & Conditions.

***Independent Consultant*** Subconsultant shall serve as an independent consultant for services provided under this Agreement. Subconsultant shall retain control over the means and methods used in performing their services and may retain subcontractors to perform certain services as determined by Subconsultant.

***Additional Services*** The Subconsultant and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that could not be foreseen. In that event, Subconsultant shall submit a labor/fee estimate for such services, Consultant shall notify the Client of the need for additional services and, if approved by the Client, a contract modification shall be negotiated and approved in writing prior to any effort being expended by Subconsultant or any payment made for such services. Consultant shall pay for such additional services approved by the Client in the amount and manner as Consultant and Subconsultant may subsequently agree.

***Period of Service*** Subconsultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Subconsultant will strive to perform its services according to the Project schedule. When approved by the Client, the Subconsultant shall be given an extension of time for delays beyond its control. The services for each task shall be considered complete when deliverables for the task have been approved by the Client.

***Authorized Representatives*** The Project Manager assigned to the Project by Consultant is the only authorized representative to make decisions or commitments on behalf of Consultant. The Subconsultant shall designate a representative with similar authority.

***Project Requirements*** Consultant shall confirm the objectives, requirements, constraints, and criteria for the Project based on Client input. If the Client has established design standards, they shall be furnished to Subconsultant at Project inception. Subconsultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

***Site Access*** The Client shall obtain all necessary approvals for Subconsultant to access the Project site(s).

***Progress Inspections*** During the progress of the work, representatives of the Consultant and Consultant's Client shall have the right to examine the work at frequent intervals, confer with the Subconsultant thereon, and examine records of the Subconsultant as necessary to establish progress, and the Subconsultant shall cooperate with the Consultant in all respects.

***Compensation*** In consideration of the services performed by Subconsultant, Consultant shall pay Subconsultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Subconsultant acknowledges that payment for services will not be made by Consultant until payment is received from Client.

***Payment Definitions*** The following definitions shall apply to methods of payment:

- Salary cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Subconsultant employment policy.
- Cost plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- Lump sum is defined as a fixed price amount for the scope of services described.
- Billing Schedule Rates is defined as units of service multiplied by billing rates for each unit.
- Subcontracted services are defined as Project related services provided by other parties to Subconsultant.
- Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

***Payment Terms*** Subconsultant shall invoice Consultant monthly in a format acceptable to both Consultant and the Client. To be processed, all invoices must include Purchase Order, Job, and Task Numbers and shall include a written description of the work performed and the basis for payment requested. Invoices received after Consultant has made final billing to the Client and any invoice received more than 90 days after the end of the month in which the work was completed may be considered null and void. Subconsultant's invoice shall be based on the fee arrangements mutually agreed upon. Items not included in the fee arrangement will be eligible for payment only upon written agreement between Consultant and Subconsultant, before the additional work is started. Consultant will make all reasonable attempts to collect Subconsultant's fee from Consultant's Client in an expeditious manner. Consultant agrees to provide payment to Subconsultant in accordance with Consultant's Client's 72-hour prompt payment provision. It is the M/WBE's responsibility to submit the required payment verification reports to the prime consultant quarterly and the Final M/WBE payment verification form directly to the Business Development Division.

***Ownership of Documents*** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared by Subconsultant for the Project are instruments of service and shall remain the property of Consultant and, if imposed by the Prime Agreement, the Client. Record documents of service shall be based on the printed copy. Subconsultant may furnish documents of service electronically and Consultant releases Subconsultant from any liability that may result from documents used in this form.

Subconsultant agrees to obtain and deliver to Consultant at the end or at any earlier termination of the Term of this Agreement, all drawings, plans, designs, specifications, calculations, memoranda, and other materials or records prepared or used in the course of Subconsultant's duties hereunder, except one record set, which may be retained by Subconsultant. Consultant shall have the right to use any documents created by Subconsultant for Consultant, whether or not such documents contain a "copyright" symbol, and Consultant shall have the right to grant to others permission to use such copyrighted material in connection with Consultant's business purposes.

All documents, including but not limited to any and all drawings, plans, designs, all specifications prepared by Subconsultant pursuant to this Agreement, are part of the professional services contracted for by Consultant and are considered the professional work product. Consultant understands that the professional work product is not intended or represented by Subconsultant to be suitable for use or reuse by Consultant on any extension of a specific project not covered by this Agreement or any other project without the Subconsultant's prior written permission, adoption, or verification. Consultant agrees that any such use or reuse will be at Consultant's sole risk and that Consultant will indemnify and hold Subconsultant harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the professional work product.

***Relationship with Others*** The Subconsultant shall cooperate fully with the Consultant and others (other consultants, government officials, etc.) as may be directed by the Consultant. This shall include furnishing plans and other data as may be requested from time to time by the consultant to effect such cooperation.

***Accuracy of Work*** The Subconsultant shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Subconsultant without additional compensation. Acceptance of the work by the Consultant will not relieve the Subconsultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities, and the supplying of any omissions.

***Standard of Care*** Services provided by Subconsultant will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, at the same time and the same locality.

***Compliance with Laws*** Subconsultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed.

***Permits and Approvals*** If necessary, Subconsultant will assist Consultant in preparing applications and supporting documents for the Client to secure Client paid permits and approvals from agencies having jurisdiction over the Project. Subconsultant understands the Client will pay all application and review fees. The Subconsultant shall obtain at its own expense all local, state, or federal permits or licenses necessary to accomplish the work under this Agreement.

***Insurance*** Without limiting its liability to Consultant, Subconsultant shall maintain the following minimum insurance and coverage limits during the period of service. Claims-made policies shall be kept in force during the work and for three years after the date of completion. The Client and Consultant will be named as an additional insured on the Commercial General Liability and Automobile Liability policies. Subconsultant shall comply with any additional insurance limits, including waivers of immunity and subrogation, as may be specified in the Prime Agreement. Failure of Consultant to object to a lack of a certificate of insurance or endorsement or to the coverages indicated thereon or provided by Subconsultant shall not constitute a waiver by Consultant of any of Subconsultant's obligations.

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| Worker's Compensation | As required by applicable state statute |
| Commercial General Liability | $1,000,000 per occurrence (bodily injury including death & property damage) $2,000,000 aggregate, $5,000,000 aircraft. |
| Automobile Liability | $1,000,000 combined single limit for bodily injury and property damage |
| Professional Liability | $2,000,000 each claim and in the aggregate |

***Title to Drawings and Specifications*** Consultant shall at all times have title to all drawings and specifications furnished by Consultant to Subconsultant and intended for use in connection with this Agreement. Subconsultant shall use such drawings and specifications only in connection with this Agreement, and shall not disclose such drawings and specifications to any person, firm, or corporation other than Consultant's or the Subconsultants employees. Subconsultant shall, upon Consultant's request or upon completion of this Agreement, promptly return all drawings and specifications to Consultant.

***Supplementary Information*** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Agreement or attached hereto, shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions, Subconsultant shall immediately contact Consultant for decision, interpretation, and instructions.

***Liens*** The Subconsultant will pay or satisfy all claims for labor and materials used in the conduct of the work for which it has been paid under this Agreement and agrees to indemnify and hold Consultant harmless from all liens of any kind arising out of the Subconsultant's work. The Subconsultant will furnish, at Consultant's request, appropriate lien waivers or other proof that there are no unsatisfied liens, debts, or encumbrances. In the event a lien is filed, Consultant shall have the right to take all steps necessary to remove the lien, including payment of the underlying debt with offset of a like amount from money due the Subconsultant.

***Safety*** Subconsultant shall be responsible for the safety precautions or programs of its employees and lower tier subconsultants and is solely responsible for the health and safety of its own employees and its subconsultants. Subconsultant shall comply with any Client or site controlling contractor's health and safety plan. Subconsultant accepts full responsibility for compliance with all applicable safety laws and regulations including, but not limited to, those under state and federal occupational, safety, and health acts and in particular the provisions of OSHA 29 CFR 1910:120.