



**AGREEMENT BETWEEN BROWARD COUNTY AND CHEN MOORE AND ASSOCIATES, INC.,
FOR CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR WATER AND WASTEWATER
PROJECTS CATEGORY 1 UTILITY ANALYSIS ZONES 225 AND 226
(RFP/RLI # PNC2123898P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Chen Moore and Associates, Inc., a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

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

B. The Project (defined below) consists of the replacement water main, sanitary sewer and force main including restoration of pavement and other features, and re-sodding of grassed areas.

C. The purpose of this Agreement is to provide full range of engineering services in all engineering disciplines necessary to provide a complete design of the Project, prepare related engineering reports, procure permits, prepare construction contract documents, and provide engineering services during construction. Services must include, but are not limited to, preliminary route analysis, site investigations, surveying, hydraulic analysis, coordination with other utilities, coordination with municipalities, coordination and negotiation with regulatory agencies, coordination with the public, preparation of design reports, preparation of drawings and contract technical specifications, permitting, assistance during the procurement phase, and engineering services during construction.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of Director of Water and Wastewater Engineering Division, the Assistant Director of Director of Water and Wastewater Engineering Division, or such other person designated by the Director of Director of Water and Wastewater RLI/RFP/Contract # PNC2123898P1 [BCF #202 10/6/2022] (Locked)

Engineering Division in writing. The Contract Administrator is the representative of County concerning the Project.

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

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

1.7. **Project** means Engineering Services for Water and Wastewater Projects Category 1 Utility Analysis Zones 225 and 226.

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

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

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

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

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-salary Expenses
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultants
Exhibit F	CBE Subconsultants and Letters of Intent

ARTICLE 3. SCOPE OF SERVICES

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

3.2. This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items,

Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3. Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

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

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

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

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

4.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a

governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

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

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

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

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$1,833,903.78.

5.1.2. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$1,067,970.63.

5.1.3. Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$100,000.00 pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4. Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$98,122.10. Unused amounts of those monies shall be retained by County.

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

5.1.6. Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and

Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not-to-exceed amount.

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

Project Phase		Fee %	Phase Amount
Phase I	Preliminary Engineering Report		
Task 1	Preliminary Engineering Report	15.12%	\$468,706.33
Task 2	Project Meetings	2.01%	\$62,450.46
Phase II	Engineering Design		
Task 3	50% Design	5.31%	\$164,664.72
Task 4	90% Design	4.79%	\$148,546.92
Task 5	100% Design	4.27%	\$132,421.46
Task 6	Permitting	2.68%	\$82,950.60
Task 7	Contract Documents	1.67%	\$51,720.60
Task 8	Bidding/Award Services	0.61%	\$18,960.00
Phase III	Engineering Services During Construction		
Task 9	Engineering Services during Construction	54.18%	\$1,679,672.22
Task 10	Record Drawings	2.96%	\$91,781.10
Task 11	Optional Additional Services	3.23%	\$100,000.00
	Reimbursables	3.17%	\$98,122.10
Total Services Fee		100%	\$3,099,996.51

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

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

5.2.2. Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for

Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

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

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

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

5.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from County, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, arising from or relating thereto.

5.3. Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such

expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section.

5.4. Method of Billing.

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

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

5.5. Method of Payment.

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

5.5.2. Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

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

5.5.4. Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address: Chen Moore and Associates, Inc., 500 West Cypress Creek Rd. Suite 630, Fort Lauderdale, FL 33309.

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

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

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

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

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

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

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

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

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

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

7.6. Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further

represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

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

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

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

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

7.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the “Broward County Domestic Partnership Act,” Section 16½-157 of the Code (“Act”),

Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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

ARTICLE 8. TERMINATION

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

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

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

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

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to

Section 8.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement or any Work Authorization may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement or any Work Authorization for convenience including in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with this section. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement or any Work Authorization may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement or any Work Authorization issued under this Agreement is terminated by County pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Consultant for Services under this Agreement.

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

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

ARTICLE 9. INSURANCE

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

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

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

shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

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

9.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

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

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

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

9.9. Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies.

Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

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

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

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

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

Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

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

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

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

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

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

ARTICLE 11. MISCELLANEOUS

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

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

are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all Subconsultant(s).

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

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

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

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

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

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

Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim.

Upon request by County, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of County's obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-0903, RNIGAGLIONI@BROWARD.ORG, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069.

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

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

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

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

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

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

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

11.7. Indemnification of County. Consultant shall indemnify and hold harmless County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall

survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

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

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

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

FOR COUNTY:

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

FOR CONSULTANT:

Chen Moore and Associates, Inc.
Attn: Peter Moore,
500 West Cypress Creek Rd., Suite 630
Fort Lauderdale, FL 33309
Email address: pmoore@chenmoore.com

11.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made

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to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

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

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

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

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

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

11.17. Third-Party Beneficiaries. Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that

there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

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

11.19. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

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

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

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

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

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

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

11.26. Payable Interest.

11.26.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

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

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

11.29. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

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

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

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

Matthew
By: Haber  Digitally signed by
Matthew Haber
Date: 2023.05.08
10:32:43 -04'00'
Matthew Haber (Date)
Assistant County Attorney

Michael Kerr  Digitally signed by Michael Kerr
Date: 2023.05.09 10:55:24 -04'00'
By: _____
Michael J. Kerr (Date)
Deputy County Attorney

MH/tb
Chen Moore and Associates, Inc.
05/05/2023

**AGREEMENT BETWEEN BROWARD COUNTY AND CHEN MOORE AND ASSOCIATES, INC.,
FOR CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR WATER AND WASTEWATER
PROJECTS CATEGORY 1 UTILITY ANALYSIS ZONES 225 AND 226
(RFP/RLI # PNC2123898P1)**

CONSULTANT

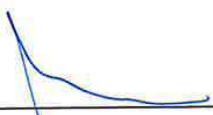
CHEN MOORE AND ASSOCIATES, INC.

By: 
Authorized Signer

Pete Moore - President
Print Name and Title

8 day of May, 2023

WITNESS:


Signature

Tihanna Zora
Print Name of Witness above

Exhibit A
Scope of Services
Engineering Services for Water and Wastewater Projects
Category 1 Utility Analysis Zones 225 and 226

CONSULTANT: CHEN MOORE AND ASSOCIATES (CMA)

BCWWS PROJECT NO:

RFP NO: PNC2123898P1

A. PROJECT DESCRIPTION

Chen Moore and Associates, Inc. ("**CONSULTANT**") shall provide professional engineering services for surveying, engineering design of water and wastewater improvements, permitting, bidding and award, engineering services during construction including construction inspections and administration services, along with Construction Documents for the following recommended water and wastewater improvements for this project. The improvements will include the replacement of approximately 25,000 linear feet of water main, replacement or lining of approximately 17,600 linear feet of sanitary sewer and replacement of approximately 2,220 linear feet of force main, relocation or rehabilitation of Lift Station 22A, as well as restoration of sidewalks, roadway, drainage and landscaping, all subject to Contract Administrator's review and approval. The UAZ 225 and 226 Project area is located in the City of Deerfield Beach north of Sample Road, west of Interstate 95, east of the railroad and south of NW 42nd Court.

B. PURPOSE

The existing water main has reached its life expectancy, some of which are of materials that are outdated such as asbestos pipe. There are approximately 25,000 linear feet of water main planned to be replaced to not only eliminate the use of the outdated and deficient pipe but to also provide more adequate sizing for required flows. There is approximately 17,596 linear feet of existing sanitary sewer main that has reached its life expectancy, some of which are lined vitrified clay pipes. The **COUNTY** has indicated that the conditions of these existing pipes should be investigated to determine which pipes need to be replaced and which pipes can be lined. There are also sanitary sewer runs that are located in the back of private properties and within the swales of some streets. The location of the sewer main would ideally be proposed for the center of the roadway for easy access. There is approximately 2,220 linear feet of existing force main that has reached its life expectancy, some of which are located in the back of private properties and along Sample Road. The location of the force main and the sizing of the force main will be considered along with the location of the lift station to propose a replacement in a more ideal location for access. Existing lift station 22A is located behind a private property. An assessment of the lift stations conditions and locations are needed to determine the improvements possibly required. Improvements may include those identified by **CONSULTANT** during detailed scope development and the preliminary design. All improvements shall adhere to applicable standards and building codes.

CONSULTANT shall provide a full range of engineering services in all engineering disciplines necessary to provide a complete design of the Project, prepare related engineering reports, procure permits, prepare construction contract documents, and provide engineering services during construction. Services must

include, but are not limited to, preliminary route analysis, site investigations, surveying, hydraulic analysis, coordination with other utilities, coordination with municipalities, coordination and negotiation with regulatory agencies, coordination with the public, preparation of design reports, preparation of drawings and contract technical specifications, permitting, assistance during the procurement phase, and engineering services during construction.

C. SCOPE OF WORK

PHASE I – PRELIMINARY ENGINEERING REPORT

CONSULTANT shall be responsible for all of the following:

Task 1 CONSULTANT shall conduct a site visit to identify the conditions of the Project and prepare a Preliminary Engineering Report, which shall include, without limitation, preliminary schematic design. **CONSULTANT'S** activities shall include, but not be limited to, survey and evaluation of existing conditions, review of preliminary design criteria, construction phasing recommendations, preparation of preliminary schematic design, preparation of preliminary design level opinion of construction cost, and preparation and submittal to **COUNTY** of a draft and final Preliminary Engineering Report. **CONSULTANT** shall prepare and submit eight (8) hard copies and one (1) electronic copy of the draft Preliminary Engineering Report to **COUNTY**. **COUNTY** shall review the draft submittal and be prepared to meet with **CONSULTANT** to discuss **COUNTY'S** comments within thirty (30) calendar days of delivery of the draft Preliminary Engineering Report to **COUNTY**; however, Contract Administrator may extend the deadline beyond thirty (30) calendar days in their sole discretion. **CONSULTANT** shall schedule a meeting with **COUNTY**, at a time convenient to Contract Administrator, to review the Preliminary Engineering Report and discuss any comments and questions from **COUNTY**. Following the review meeting and receipt of **COUNTY** comments, and upon written approval of Contract Administrator, **CONSULTANT** shall proceed with completion of the Preliminary Design Report, which shall address **COUNTY'S** comments and questions. **CONSULTANT** shall submit eight (8) hard copies and one (1) electronic copy of the final Preliminary Engineering Report to **COUNTY'S** Contract Administrator. The Preliminary Engineering Report contents shall include, but not be limited to, the following:

- a) Determination of connection point(s);
- b) Analysis of system demands and seasonal demands;
- c) Evaluation of existing agreements and constraints;
- d) Discussion of the proposed preliminary design for each major component, including design criteria, material selections, recommended manufacturers, and specific recommended design features;
- e) Preliminary site layout and schematic drawings showing the approximate locations of the proposed system and any required storm water adjustments, roadways, and other major improvements;
- f) Condition Assessment Evaluation using video provided by the **COUNTY** to determine which pipes need to be replaced or lined. **CONSULTANT** will also evaluate video provided by the **COUNTY** for all Maintenance Access Structures;
- g) Discussion regarding odor control assessment for Lift Station 22A;
- h) Inspection of lateral via video provided by the **COUNTY** and/or locate right of way cleanouts and laterals.

- i) Discussion of any route and connection issues, and proposed improvements necessary to address such issues;
- j) Evaluation of pipe installation options such as open trench, horizontal directional drill (HDD), jack and bore, and other trenchless methods;
- k) Evaluation of canal crossings within the Project;
- l) Discussion with City officials regarding permits, construction sequence and community outreach.
- m) Discussion outlining the design criteria for the proposed Project. The description shall include applicable design standards and building codes, soil foundation design parameters, existing site conditions and constructability;
- n) Discussion of regulatory issues, permits, and all other operational and construction permits necessary to implement the Project;
- o) Discussion of any site storm water management and related regulatory issues, and proposed improvements necessary to address such issues;
- p) Discussion of restoration requirements, regulatory jurisdiction, regulatory issues, and proposed improvements to address the issues;
- q) Discussion of design and construction phasing recommendations if needed;
- r) Discussion on system maintenance such as strategic locations for system flushing and other maintenance activities;
- s) Preliminary opinion of construction costs for the proposed improvements;
- t) Projected project schedule; and
- u) Preliminary list of construction drawings and Project Manual table of contents.

Task 2 **CONSULTANT** shall prepare for and participate in a Project kick-off meeting with **COUNTY** within fourteen (14) calendar days of the effective date of the Notice to Proceed issued by **COUNTY**. The meeting agenda shall include, but not be limited to, establishing appropriate contacts for each major Project component, reviewing the objectives of the Project, determining the location and availability of data related to the Project, discussing a conceptual-level project schedule, discussing hydraulic modeling criteria, discussing design criteria and preferences, and discussing equipment preferences. **CONSULTANT** shall prepare the minutes for the kick-off meeting, which shall be subject to Contract Administrator's review and written approval.

CONSULTANT shall attend meetings for review and design progress update. Meetings shall include but are not limited to the Project Kickoff Meeting, design review meetings at each milestone, site meetings as needed, and coordination meetings to discuss updates/schedule/project concerns. **CONSULTANT** shall also attend meetings to coordinate with governmental and regulatory agencies as needed.

PHASE II – ENGINEERING DESIGN

CONSULTANT shall be responsible for all of the following:

Final Design

Task 3 **CONSULTANT** shall prepare design based on the schematic design, Preliminary Engineering Report, Contract Documents, and **COUNTY'S** feedback; and

CONSULTANT shall submit construction documents following the submittal schedule for all required disciplines. Each submittal shall be reviewed by **COUNTY** and comments shall be incorporated, as applicable, and each submittal shall be subject to Contract Administrator's written approval. 50% submittal shall be provided one hundred and thirty-four (134) days after the final Preliminary Engineering Report. The 50% submittal shall include the design drawings, and a project cost estimate. **COUNTY** shall make best effort to review submittal and provide 50% submittal comments within thirty (30) calendar days; however, Contract Administrator may extend the time for review beyond thirty (30) calendar days in their sole discretion. **CONSULTANT** shall meet with **COUNTY** to receive and discuss **COUNTY** 50% review comments.

Task 4 90% submittal shall be provided seventy-five (75) days after receipt of Contract Administrators written approval of the 50% submittal. The 90% submittal shall include response to 50% comments, design plans, a project cost estimate and draft technical specifications. **CONSULTANT** shall meet with **COUNTY** to receive and discuss 90% review comments. **COUNTY** shall make best effort to review submittal and provide 90% submittal comments within thirty (30) calendar day; however, Contract Administrator may extend the time for review beyond thirty (30) calendar days in their sole discretion.

Task 5 100% submittal shall be provided ninety (82) days after receipt of Contract Administrators written approval of the 90% submittal. The 100% submittal shall include response to 90% comments, design plans as approved by applicable permit agencies, a project cost estimate and technical specifications. **CONSULTANT** shall meet with **COUNTY** to receive and discuss 100% review comments. **COUNTY** shall make best effort to review submittal and provide 100% submittal comments within fourteen (14) calendar days; however, Contract Administrator may extend the time for review beyond fourteen (14) calendar days in their sole discretion.

CONSULTANT shall submit six (6) hard copies and one (1) electronic copy of each milestone submittal to **COUNTY** Contract Administrator.

Task 6 Permitting

- a) **CONSULTANT** shall prepare permit applications and all documentation required for permitting package; permitting documents shall include dewatering plan and calculations. All such applications and documentation shall be subject to Contract Administrator's review and prior written approval.
- b) **CONSULTANT** shall obtain all permits necessary for the Project work; and
- c) Coordinate with regulatory agencies.

COUNTY shall pay all permit fees and provide letter of authorization for **CONSULTANT** to submit permit on behalf of **COUNTY**. Permits expected to be required shall include, without limitation:

- a) Florida Department of Environmental Protection
 - 1 Notification/Application for Constructing Domestic Wastewater Collection/Transmission System
 - 2 Notice of Intent to Use the General Permit for Construction of Water Main Extension for PWS
- b) Broward County Environmental Protection and Growth Management
 - 1 Application to Construct a Wastewater Collection/Transmission System
 - 2 Tree Removal Permit
 - 3 Dewatering Permit
- c) City of Deerfield Beach
 - 1 Plan Review
 - 2 Tree Removal Permit
- d) Florida Department of Transportation
 - 1 Utility Permit
- e) South Florida Water Management District
 - 1 Dewatering Permit
- f) Broward County Traffic Engineering Division
 - 1 Pavement Marking Plan Approval

Task 7 Contract Documents

- a) **CONSULTANT** shall prepare complete Contract Documents, including, without limitation, technical specifications, design documents, and County front end documents, all subject to Contract Administrator's review and prior written approval; and
- b) **CONSULTANT** shall prepare Contract Documents in accordance with Broward County Purchasing Division requirements, subject to Contract Administrator's review and prior written approval.

Task 8 Bidding/Award Services

- a) **CONSULTANT** shall assist **COUNTY** during the bidding and award of the contract documents.
- b) **CONSULTANT** shall provide bid set plans, technical specifications, and cost estimate, subject to Contract Administrator's review and prior written approval.
- c) **CONSULTANT** shall attend one (1) pre-bid conference.

- d) **CONSULTANT** shall provide timely response to bidder inquiry and prepare written addenda as necessary.
- e) Upon receipt of bids, **CONSULTANT** shall review for completeness, review prices and alternate prices or substitutions requested. If requested by **COUNTY**, **CONSULTANT** shall provide recommendation to **COUNTY**.

Phase III – ENGINEERING SERVICES DURING & POST CONSTRUCTION

CONSULTANT shall be responsible for all of the following:

Task 9 Engineering Services During Construction

CONSULTANT shall provide engineering services during construction that include all necessary support to provide construction administration services, full time resident Project representatives, public outreach, and Project closeout during the construction phase. Engineering services during construction is anticipated to include, but is not limited to, general management, contract interpretation and clarification, site inspections, daily reports inclusive of photos, attendance at pre-construction meeting, set up/administer bi-weekly progress meetings providing agenda and meeting minutes, attendance at occasional townhall meetings upon request, shop drawing review, response to requests for information, claims and change order review and analysis of labor, materials, and equipment, contract schedules and schedule of values review, pay request review and approval, coordination of shut downs and request for service, observation of facility/materials testing, coordination of geotechnical testing, as-built drawing review, attend substantial and final walkthrough, prepare substantial completion punch list, final certification and permit closeout. **CONSULTANT** shall attend public meetings as requested by the **COUNTY**. **CONSULTANT** shall provide to **COUNTY** a Public Involvement Program which includes notifications to customers, coordination/documentation of customer concerns, traffic impact notifications, presentation at public meeting (as needed), complaint hotline available 24hrs, complaint verification/site visits, maintenance of complaint database, and distribution of said notices and information as previously mentioned.

Task 10 Record Drawings

CONSULTANT shall review Final As-built data provided by the Contractor in accordance with Broward County Minimum Standards and confirm data aligns with **CONSULTANT** records. **CONSULTANT** shall prepare Record Drawings, in accordance with Broward County Minimum Standards, utilizing the approved as-built data provided by the Contractor, subject to Contract Administrator's review and prior written approval. All survey field work shall be the responsibility of the Contractor.

Task 11 Optional Additional Services shall be initiated by **CONSULTANT** only if so directed by the Contract Administrator, or other **COUNTY** official delegated such authority by the Agreement, and only relating to final design permitting, Contract Documents, bidding and award services, and engineering services during construction.

REIMBURSABLES

CONSULTANT shall provide door hanger notices, notice distribution, stamps, printing, supplies for mailer, vacuum excavation for testing, soil testing borings, asphalt core and patching, maintenance of traffic permit for geotechnical services and setting of 3-inch casing.

D. TIME OF PERFORMANCE

CONSULTANT shall deliver Phase I, Preliminary Engineering Report, one hundred and eighty days (180) after the Phase I Notice to Proceed is issued by the Contract Administrator. **CONSULTANT** shall deliver Phase II, the complete final design Contract Documents within three hundred and sixty-five (365) days after the Phase II Notice to Proceed is issued by the Contract Administrator. This Phase II time of performance is contingent upon the timely review of the Preliminary Engineering Report. **CONSULTANT** shall provide Phase III, Professional Services during Construction after the Phase III Notice to Proceed is issued by the Contract Administrator and for the entire construction duration, which is expected to continue for six hundred and thirty-nine (639) days.

Phase	Duration (in calendar days)
Phase I Preliminary Engineering Report	180
Phase II Engineering Services	365
Phase III Professional Services during Construction	639
TOTAL	1,184

**Exhibit B
Maximum Billing Rates**

Project No: [PNC2123898P1]
Project Title: Engineering Services for Water and Wastewater Projects Category 1 Utility
Analysis Zones 225 and 226
Consultant/ Chen Moore and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
President	\$157.61		3.00		\$300.00*
Principal	\$123.48		3.00		\$300.00*
Principal Engineer	\$83.05		3.00		\$249.15
Senior Engineer	\$68.29		3.00		\$204.87
Project Engineer	\$55.18		3.00		\$165.54
Associate Engineer	\$42.04		3.00		\$126.12
Engineer	\$36.77		3.00		\$110.31
Principal Landscape Architect	\$76.83		3.00		\$230.49
Senior Landscape Architect	\$50.37		3.00		\$151.11
Project Landscape Architect	\$43.00		3.00		\$129.00
Landscape Designer	\$36.11		3.00		\$108.33
Senior Environmental Scientist	\$52.54		3.00		\$157.62
Senior Designer	\$52.72		3.00		\$158.16
Designer	\$38.24		3.00		\$114.72
Senior Technician	\$35.51		3.00		\$106.53
Technician	\$30.60		3.00		\$91.80
Senior Construction Specialist	\$48.79		3.00		\$146.37
Construction Specialist	\$33.44		3.00		\$100.32
Administrative Assistant	\$39.34		3.00		\$118.02
Intern	\$22.95		3.00		\$68.85

Multiplier of **3.00** is calculated as follows:

OVERHEAD = 144.22%

FRINGE = 34.35 %

OPERATING MARGIN = 7.69%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X
OPERATING MARGIN)) / 1

Maximum Billing Rates

Project No: [PNC2123898P1]
 Project Title: Engineering Services for Water and Wastewater Projects Category 1 Utility
 Analysis Zones 225 and 226
 Consultant/ Chen Moore and Associates, Inc.
Subconsultant Name:
 Premiere Design
 Solutions, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
					(\$/HR)
Project Principal	\$106.07		2.31		\$245.02
Project Manager Senior	\$87.51		2.31		\$202.15
Project Engineer	\$51.66		2.31		\$119.33
Party Chief	\$38.89		2.31		\$89.84
Chief Surveyor	\$75.97		2.31		\$175.49
Survey Technician	\$30.39		2.31		\$70.20
CAD Technician	\$30.39		2.31		\$70.20
Administrative Assistant	\$35.00		2.31		\$80.85

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

OVERHEAD = HOURLY RATE X OVERHEAD 100%

FRINGE = HOURLY RATE X FRINGE 10 %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE
 = 2.31

Notes:

Sub-consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.25.

MAXIMUM BILLING RATES

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects –
 Category 1 - Utility Analysis Zone 225 and 226
 Consultant/ Chen Moore & Associates /
 Subconsultant Name: Pan Geo Consultants, LLC

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Principal	\$60.00		2.31		\$138.60
Senior Engineer	\$50.00		2.31		\$115.50
Project Engineer	\$45.00		2.31		\$103.95
Technician	\$18.00		2.31		\$41.58
DraftsPerson/Cad Operator	\$20.00		2.31		\$46.20
Administrative Assistant	\$15.00		2.31		\$34.65
	\$0.00				\$0.00

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

OVERHEAD = HOURLY RATE X OVERHEAD (100)%

FRINGE = HOURLY RATE X FRINGE (10) %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE = 2.31

Notes:

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

MAXIMUM BILLING RATES

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects –
 Category 1 - Utility Analysis Zone 225 and 226
 Consultant/ Subconsultant Name: Chen Moore & Associates
 Dickey Consulting Services

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$73.02		2.31		\$168.68
Project Manager	\$44.16		2.31		\$102.01
Sr. Project Coordinator	\$38.47		2.31		\$88.87
Project Coordinator	\$34.10		2.31		78.77
Administrative Asst.	\$27.54		2.31		\$63.62
	\$0.00				\$0.00
	\$0.00				\$0.00

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

OVERHEAD = HOURLY RATE X OVERHEAD 100%

FRINGE = HOURLY RATE X FRINGE 10 %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE =
2.31

Notes:

Sub-consultant has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.25.

MAXIMUM BILLING RATES

Project No: PNC2123898P1
 Project Title: Engineering Services for Water and Wastewater Projects - Category 1 -
 Utility Analysis Zone 225 and 226
 Consultant/ Chen Moore & Associates /
 Subconsultant Name: Smith Engineering Consultants, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$57.69		2.31		\$133.26
Project Manager 3	\$46.00		2.31		\$106.26
Designer	\$40.00		2.31		\$92.40
Secretary/Clerical	\$20.00		2.31		\$46.20
CADD/Computer Technician	\$28.33		2.31		\$65.44

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

OVERHEAD = HOURLY RATE X OVERHEAD 100%

FRINGE = HOURLY RATE X FRINGE 10 %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE =
2.31

Notes:

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

Exhibit B-1-1

PROJECT NO: PNC2123898P1

PROJECT TITLE: Engineering Services for Water and Wastewater Projects – Category 1 –
Utility Analysis Zone 225 and 226

Geotechnical Mobilization	\$350.00
Soil Test Borings (ASTM D-1586)	\$14.50/ l.f.
Setting 3-inch Casing	\$4.50/l.f.
Asphalt Core and Patching	\$75.00/per
Maintenance of Traffic and Permit	\$1700.00
Concrete/Grout Sampling and Testing	\$75.00/set
Nuclear Density Testing	\$25.00/test (Min. 4 per visit)
Modified Proctor	\$146.58/test
Test hole Excavation	\$350/test hole

*No staff hours are included in rates listed.

Exhibit C

Minimum Insurance Requirements

INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE	ADMR. ENR	ADMR. WWT	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000 \$2,000,000	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:	\$2,000,000 \$100,000	
☐ POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim: *Maximum Deductible:	\$10,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301					


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.03.04
 11:40:44 -05'00'
 Risk Management Division

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

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

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

3. Compensation and Method of Payment.

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

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

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

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

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

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

5. CBE Goals.

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

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

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

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

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

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

COUNTY

BROWARD COUNTY, by and through
its [____]

By _____

____ day of _____, 20____.

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

By _____

Name _____ Date _____
Senior/Assistant County Attorney

By _____

Name _____ Date _____
Senior/Assistant County Attorney

CONSULTANT

WITNESS:



(Signature)

Johanna Zora

Print Name

[Insert Consultant Name] Chen Moore and Associates, Inc.

By 

Authorized Signer

8 day of May, 2023.

Exhibit E
Schedule of Subconsultants

Project No: [PNC2123898P1__]
Project Title: [Engineering Services for Water and Wastewater Projects – Category 1 –
Utility Analysis Zone 225 and 226__]
Prime [Chen Moore & Associates
Consultant: __]

No.	Firm Name	Discipline
1.	PREMIERE DESIGN SOLUTIONS INC. 11606 CITY HALL PROMENADE, SUITE 200 MIRAMAR, FL	SUBSURFACE UTILITY ENGINEERING, SURVEYING, MISC ENGINEERING SERVICES AND CEI SERVICES
2.	PANGEO CONSULTANTS LLC 8258 W. SR84 DAVIE, FLL	GEOTECHNICAL ENGINEERING
3.	DICKEY CONSULTING SERVICES INC. 1033 NW 6 TH STREET FORT LAUDERDALE, FL	PUBLIC INVOLVEMENT
4.	SMITH ENGINEERING CONSULTANTS, INC. 2161 PALM BEACH LAKES BLVD. SUITE 312 WEST PALM BEACH, FL	ELECTRICAL ENGINEERING

Exhibit F CBE Subconsultants and Letters of Intent

Broward County Board of
County Commissioners

PNC2123898P1



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

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

Solicitation No.: PNC2123898P1

Project Title: Engineering Services for Water and Wastewater Projects ~ Category 1 - Utility Analysis Zone 225 and 226

Bidder/Offeror Name: Chen Moore and Associates, Inc.

Address: 500 W Cypress Creek Road Suite 630 **City:** Fort Lauderdale **State:** FL **Zip:** 33309

Authorized Representative: Peter Moore, P.E., F.ASCE, FACEC **Phone:** 954.730.0707

CBE Firm/Supplier Name: Premiere Design Solutions, Inc.

Address: 11606 City Hall Promenade, Suite 200 **City:** Miramar **State:** FL **Zip:** 33025

Authorized Representative: Luis Jurado **Phone:** 954.237.7850

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Subsurface Utility Engineering Services (Test Holes)	541330		18.5 %
Surveying Services%	541370		%
Miscellaneous Engineering Services	541330		%

Construction Engineering Inspection Services 237990

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: August 3, 2022

Bidder/Offeror Authorized Representative

Signature: Peter Moore, P.E., F.ASCE, FACEC Title: President and CEO Date: August 3, 2022

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

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

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

Rev.: June 2018

Compliance Form No. 004



Engineering Services for Water and Wastewater Projects
Category 1 ~ Utility Analysis Zone 225 and 226
PNC2123898P1

**Past Performance is the Best
Indicator of Future Success**



LETTER OF INTENT

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

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

Solicitation No.: PNC2123898P1

Project Title: Engineering Services for Water and Wastewater Projects ~ Category 1 - Utility
Analysis Zone 225 and 226

Bidder/Offeror Name: Chen Moore and Associates, Inc.

Address: 500 W Cypress Creek Road Suite 630 **City:** Fort Lauderdale **State:** FL **Zip:** 33309

Authorized Representative: Peter Moore, P.E., F.ASCE, FACEC **Phone:** 954.730.0707

CBE Firm/Supplier Name: Dickey Consulting Services, Inc.

Address: 1033 NW 6th Street **City:** Fort Lauderdale **State:** FL **Zip:** 33311

Authorized Representative: Sheryl A. Dickey **Phone:** 954.444.3691

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public Involvement	541611, 541810		4% %
	541820		%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: _____ Date: _____

Bidder/Offeror Authorized Representative

Signature: Peter Moore, P.E., F.ASCE, FACEC Title: President and CEO Date: August 3, 2022

¹ Visit [Census.gov](https://www.census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

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

Rev.: June 2018

Compliance Form No. 004



Engineering Services for Water and Wastewater Projects
Category 1 ~ Utility Analysis Zone 225 and 226
PNC2123898P1

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LETTER OF INTENT

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

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

Solicitation No.: PNC2123898P1

Project Title: Engineering Services for Water and Wastewater Projects ~ Category 1 - Utility
Analysis Zone 225 and 226

Bidder/Offeror Name: Chen Moore and Associates, Inc.

Address: 500 W Cypress Creek Road Suite 630 **City:** Fort Lauderdale **State:** FL **Zip:** 33309

Authorized Representative: Peter Moore, P.E., F.ASCE, FACEC **Phone:** 954.730.0707

CBE Firm/Supplier Name: Pan Geo Consultants, LLC

Address: 8258 W SR 84 **City:** Davie **State:** FL **Zip:** 33324

Authorized Representative: Paul C. Catledge **Phone:** 954.200.4019

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Geotechnical Engineering	541320, 541330		2% %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  **Title:** Manager **Date:** 7/20/2022

Bidder/Offeror Authorized Representative

Signature: Peter Moore, P.E., F.ASCE, FACEC **Title:** President and CEO **Date:** August 3, 2022

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Engineering Services for Water and Wastewater Projects
Category 1 ~ Utility Analysis Zone 225 and 226
PNC2123898P1

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LETTER OF INTENT

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

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

Solicitation No.: PNC2123898P1

Project Title: Engineering Services for Water and Wastewater Projects ~ Category 1 - Utility Analysis Zone 225 and 226

Bidder/Offeror Name: Chen Moore and Associates, Inc.

Address: 500 W Cypress Creek Road Suite 630 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Peter Moore, P.E., F.ASCE, FACEC Phone: 954.730.0707

CBE Firm/Supplier Name: Smith Engineering Consultants, Inc.

Address: 2161 Palm Beach Lakes Blvd., Ste 312 City: West Palm Beach State: FL Zip: 33409

Authorized Representative: Larry Smith Phone: 561.616.3911

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Electrical Engineering	541330		0.5% %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: August 3, 2022

Bidder/Offeror Authorized Representative

Signature: Peter Moore, P.E., F.ASCE, FACEC Title: President and CEO Date: August 3, 2022

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

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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.

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