AGREEMENT BETWEEN BROWARD COUNTY AND BROWN AND CALDWELL FOR CONTINUING CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR STUDIES AND REPORTS (RFP/RLI # PNC2126774P1)

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Brown and Caldwell, a foreign corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County requires professional engineering services for the preparation of studies and reports related to water and wastewater, water supply, hydraulic modeling, treatment and treatment plants, drainage systems, distribution and collection systems, lift stations, master pump stations, raw water, reclaimed water, by-product disposal, finance and administrative rates and fees, bond feasibility, annual engineering reports required by bond covenants or others, information technology assistance, and other matters.

B. 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.

C. The Agreement will have an initial duration of three (3) years with an option to renew for two (2) additional one (1) year periods with compensation to Consultant not to exceed a total of Five Hundred Thousand Dollars ($500,000) per year for a total of Two Million Five Hundred Thousand Dollars ($2,500,000) if all renewal periods are exercised.

D. Consultant shall only perform Services under this Agreement for specific Projects as requested by County through executed Work Authorizations. Award of this Agreement to Consultant does not guarantee work will be requested by County, and County's election not to issue Work Authorization(s) shall not be deemed a breach of this Agreement.

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

ARTICLE 1. DEFINITIONS

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

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

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

1.4. **Contract Administrator** means the Director of Water and Wastewater Engineering Division, the Assistant Director of Water and Wastewater Engineering Division, or such other person designated by the Director of Water and Wastewater Engineering Division in writing. The Contract Administrator is the representative of County concerning the Project.

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

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

1.7. **Project** means the specific Services assigned to Consultant pursuant to a Work Authorization.

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 includes civil, structural, mechanical, and electrical engineering, architectural services, as well as other professional design services as applicable for the Project.

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, including subcontractors, providing Services to County through Consultant, regardless of tier.

1.12. **Work Authorization** means the document(s), including any amendment(s) to such document(s), issued pursuant to this Agreement setting forth an agreed upon scope of services, payment terms, schedule, deliverables, and other project requirements established by the Contract Administrator, issued on a County form appropriate to the award authority for joint execution as more fully described in Article 5.

ARTICLE 2. EXHIBITS

Exhibit A	**General Scope of Work**
Exhibit B	**Maximum Billing Rates**
Exhibit B-1	**Other Permitted Reimbursement**
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; WORK AUTHORIZATIONS

3.1. Consultant shall provide any and all Services as set forth in a fully executed Work Authorization, including all necessary, incidental, and related activities required for full and complete performance of such Services (the "Scope of Services").

3.2. The Scope of Services for a Work Authorization 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 or a Work Authorization pursuant to the terms of this Agreement. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.2, 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. The Scope of Services for a Work Authorization identifies the initial Services related to the Project. Additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

3.4. County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time for such comments, if any, set forth in the applicable Scope of Services. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

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

3.6. Work Authorizations. All Services to be performed by Consultant pursuant to the terms of this Agreement must be authorized in writing by a Work Authorization, in accordance with the requirements of this section.

3.6.1 Before each Project is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with an estimate for all charges expected to be incurred for that Project.

3.6.2 Work Authorizations shall be prepared on forms provided by the Contract Administrator, dated, serially numbered, and executed by both County and Consultant.

3.6.3 Work Authorizations shall be approved by County as follows: All Work Authorizations estimated to be Fifty Thousand Dollars ($50,000.00) or less shall be approved by the Contract Administrator; Work Authorizations estimated to be more than Fifty Thousand Dollars ($50,000.00) but not more than the County Purchasing Director's delegated authority for the Agreement shall be approved by either County's Purchasing Director or the Board; Work Authorizations estimated to be more than the County Purchasing Director's delegated authority for the Agreement shall be approved by the Board.

3.6.4 In no instance may a Work Authorization be issued where the required Services include providing construction contract documents (drawings and specifications) for construction of a Project whose basic construction cost is originally estimated by County to be more than Four Million Dollars ($4,000,000), or such other amount as set forth in Section 287.055(2)(g), Florida Statutes.

3.6.5 Any change of scope in a Work Authorization requiring charges in excess of the amount approved in the original Work Authorization requires a written amendment thereto approved pursuant to this section. The Contract Administrator may approve amendments to Work Authorizations if the amount plus the total of all modifications to date does not exceed Fifty Thousand Dollars ($50,000.00). County's Purchasing Director may approve amendments to Work Authorizations if the original amount plus the total of all modifications to date does not exceed the Purchasing Director's delegated authority for the Agreement. The Board shall approve amendments to Work Authorizations if the original amount plus the total of all modifications to date exceeds the County Purchasing Director's delegated authority for the Agreement. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined herein.

3.6.6 All Work Authorizations shall contain, as a minimum, all of the following information and requirements:

3.6.6.1 The required Scope of Services and any required deliverables.

3.6.6.2 A statement of the method of compensation (maximum amount not to exceed or lump sum), and a budget establishing the amount of compensation and reimbursables to be paid, which amount shall constitute a guaranteed maximum and shall not be exceeded without prior written approval of County. If County does not approve an increase in the guaranteed maximum amount and the need for such action is not the fault of Consultant, the Work Authorization shall be terminated and Consultant shall be paid in full for all work completed to that point but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.6.6.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to the Work Authorization.

3.6.6.4 Any other additional instructions or provisions relating to the Work Authorization.

3.6.7 Work Authorizations shall depict Projects in their entirety and in no case shall Work Authorizations be split in order to meet lower authorization thresholds as described in the Procurement Code.

3.7. Consultant shall complete each Work Authorization and component tasks assigned without regard to whether such completion would cause work to be performed after the expiration date of this Agreement. Any Work Authorization for which the duration extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work, additional time, and/or additional fees to the extent allowed in this Agreement, provided said work is within the Scope of Services originally authorized by the existing Work Authorization. The terms and conditions of this Agreement shall continue to apply to that Work Authorization notwithstanding the expiration of this Agreement.

3.8. Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and ends three (3) years after that date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term." County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Consultant at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Consultant only by electronic

mail shall be effective and sufficient. Consultant shall perform the Services within the time periods specified in the applicable Work Authorization. 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 any Scope of Services for the Contract Administrator's review.

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

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

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

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1. Amount and Method of Compensation. All Work Authorizations issued pursuant to this Agreement shall not exceed a total of Five Hundred Thousand Dollars ($500,000) per year, calculated on the basis of the anniversary date of complete execution of the Agreement.

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Work Authorizations in

which the method of compensation is a maximum not-to-exceed amount, County shall pay Consultant for Services performed the Salary Costs specified in the applicable Work Authorization, and reimburse Consultant for reimbursables as described in Section 5.3. The "maximum amount not-to-exceed" method of compensation means that Consultant shall perform all Services set forth in the applicable Work Authorization for total compensation in the amount of or less than that agreed to by County and Consultant for each Project. The hourly rates payable by County for Consultant's employees shall be the actual salary rates for each respective employee, provided such rates do not exceed the rates shown on Exhibit B, Maximum Billing Rates, for the applicable employee category.

5.1.2. Lump Sum Compensation. For Work Authorizations in which the method of compensation is lump sum compensation, County shall pay Consultant the lump sum amount stated in the applicable Work Authorization for the Project. Consultant shall perform all Services set forth in the specific Scope of Services for that agreed upon lump sum amount.

5.1.3. Reimbursable Expenses. Subject to Section 5.3, County will reimburse authorized Reimbursable Expenses. Any unused amounts shall be retained by County.

5.1.4. Maximum Billing Rates. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and further described in Section 5.2.

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

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

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

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

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

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

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

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

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

5.3. Reimbursable Expenses. Reimbursement of any travel costs or travel-related expenses ("Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such Reimbursable Expenses that have not been approved in writing in advance by the Contract

Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section. Other direct non-salary expenses directly attributable to this Project ("Other Permitted Reimbursements") shall only be invoiced or reimbursed to the extent stated in Exhibit B-1.

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, Reimbursable Expenses, and Other Permitted Reimbursements 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 all 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 the expense, 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, Other Permitted Reimbursements, 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, 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. 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: Brown and Caldwell – Lockbox c/o U.S. Bank N.A., PO Box 45208, San Francisco, CA 94145-0208.

5.5.5. Payment shall be made to Consultant for services properly performed after the expiration date of this Agreement so long as the Services were performed pursuant to a Work Authorization issued to Consultant prior to the expiration date of this Agreement. This provision shall not be applicable to an earlier termination for cause or convenience as set forth in Article 8.

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. In the

event of an overcharge of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. 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 a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the County Administrator or the County Administrator's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

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

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

and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

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

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

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

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

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

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

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

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

7.12. Entities of Foreign Concern. The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5.4. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

7.14. Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this

Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

ARTICLE 8. TERMINATION

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

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

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

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

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

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

8.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recover of costs associated with Consultant's failure to comply with any term(s) of this Agreement.

ARTICLE 9. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

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

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

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

10.4. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for twenty-six percent (26%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

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

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

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

10.9. Consultant shall provide monthly utilization reports, using the form available at https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist designated by the Contract Administrator. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT (954) 831-0795, MIVELASQUEZ@BROWARD.ORG, 2555 W. COPANS ROAD, POMPANO BEACH, FLORIDA 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

reveals overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.8. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

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

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

11.7. Indemnification of County. 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, DBA, PE, BCEE, PMP
2555. W. Copans Road
Pompano Beach, Florida 33069
Email address: rnigaglioni@broward.org

FOR CONSULTANT:
Albert Perez, P.E., Vice President
Brown and Caldwell
1580 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323
Email address: alperez@brwncald.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.25. Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Work Authorization); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared by Consultant pursuant to this

Agreement, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse assignment shall include any modifications to the drawings, specifications, and other documents required to adapt the design documents to the new use. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, Consultant shall revise the design documents to comply with building codes and other jurisdictional requirements current at the time of reuse for the new use or site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.26. Payable Interest.

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

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

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

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

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

(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 March _____, 20__, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
Mayor

____ day of _____, 20__

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

By: Matthew Haber Digitally signed by Matthew Haber Date: 2024.03.01 11:29:41 -05'00' _____
Matthew Haber (Date)
Assistant County Attorney

By: Michael Kerr Digitally signed by Michael Kerr Date: 2024.03.01 11:49:03 -05'00' _____
Michael J. Kerr (Date)
Deputy County Attorney

MH/tb
PNC2126774P1
February 28, 2024
1,091,914

AGREEMENT BETWEEN BROWARD COUNTY AND BROWN AND CALDWELL FOR CONTINUING CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR STUDIES AND REPORTS (RFP/RLI # PNC2126774P1)

CONSULTANT

BROWN AND CALDWELL

By: _____
Authorized Signer

Albert L. Perez
_____
Print Name and Title

1 day of March, 2024

WITNESS:

_____
Signature

Celia Earle
_____
Print Name of Witness above

Exhibit A
General Scope of Work

A. General Overview

Consultant may be tasked to provide a range of professional services for various Project(s) undertaken or required by Broward County Water and Wastewater Services (WWS), including but not limited to: preparation of engineering studies and reports to support WWS administration, engineering, operation, business, IT, water management, and general management.

Project(s) undertaken or required by WWS may include: planning activities; system analysis; routing analysis; basis of design report; surveying; testing; document development; process; procedures; compliance; risk assessment; cost estimating; permitting; hydraulic modeling; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; facility assessments; surveying; testing services; computer aided and manually generated graphics support; preparation of narratives and other textual Project support; photographic and video-graphic support; geographic information systems (GIS) support; other data and information Project system support.

Accordingly, Consultant may be tasked to provide comprehensive professional services on a Project-specific basis, which may include: existing facility and site documentation; Project budgeting; design-necessitated existing facility assessments and evaluations; Project cost estimating; Project schedule development and analysis; facility programming.

As directed by the relevant Work Authorization, Consultant shall provide all professional engineering services necessary to prepare professional engineering studies and reports related to the following areas: planning, surveying, testing, process, procedures, compliance, risk assessment, cost estimating, permitting, water and wastewater, water supply, hydraulic modeling, treatment and treatment plants, drainage systems, distribution and collection systems, lift stations, master pump stations, raw water, reclaimed water, by-product disposal, finance and administrative rates and fees, bond feasibility, annual engineering reports required by bond covenants or others, and information technology assistance, either in-house or by subconsultants, as required to complete an assigned. Project specific services may also include Project team facilitation and support; Project status reporting and performance/compliance reporting. Consultant may be required to provide other additional specialty consultants for specific assigned Projects.

B. Work Authorizations

Consultant will be commissioned on an “as-needed” basis and the Agreement does not guarantee that a Work Authorization or Purchase Order will be issued. A Work Authorization and Purchase Order will be issued for every project or task assignment made during the duration

of the Agreement. Each Work Authorization will have its own individual scope and timeline for completion.

Consultant shall prepare the detailed scope of work and proposals for Work Authorizations related to professional engineering studies and reports. Activities include, but are not limited to, preliminary discussions with County pertaining to the report or study goals and requirements, preparation of the scope and proposal, and coordination/review with County. Preparation of the Work Authorization's scope and proposal is not included in the Work Authorization fee or time for performance.

C. Individual Work Authorization Scopes of Work

The Services to be provided pursuant to a Work Authorization issued by County include but are not limited to:

1. Kick-off meeting(s).
    a. Consultant shall prepare for and participate in a Kick-off meeting with County within ten (10) working days of the Work Authorization's Notice to Proceed. The meeting agenda shall include, but is not limited to, establishing appropriate contacts for each major task, determination of the location and availability of data (i.e. record drawings, etc.), and discussion of the schedule. Consultant shall also review with County specific objectives of the Work Authorization, and discuss County criteria and preferences for planning, design, and equipment.

2. Professional engineering study and report preparation.
    a. Professional engineering studies and reports typically follow the traditional 50%/90%/100% completion schedule for draft submittals for review and comment.
    b. Consultant shall prepare and submit drafts of the professional engineering studies and reports, and other deliverables as specified by the work authorization. County shall review the draft submittal, complete all County comments, and meet with Consultant to discuss the comments within thirty (30) days of delivery of the draft to County.
    c. Consultant shall schedule a meeting with County to review the draft studies and reports and discuss comments and questions from County. Consultant shall complete the professional engineering studies and reports, addressing County comments.

D. Example Projects

The following list provides examples of, but does not limit, the professional engineering studies and reports that County may direct Consultant to perform:

1. Water and wastewater annual reports.
2. Master pump station rehabilitation assessment.
3. Collection and distribution system hydraulic modeling.
4. Technical review of compliance programs.
5. Infrastructure, operational, process, and treatment concept and feasibility studies.
6. Facility, infrastructure, and system assessments.

Exhibit B
Maximum Billing Rates

Project No: PNC2126774P1
Project Title: Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant: Brown and Caldwell

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Intern II	30.77		3.07		94.46
Office/Support Services IV	28.97		3.07		88.94
Engineer I	38.27		3.07		117.49
Geologist/Hydrogeologist I	36.59		3.07		112.33
Project Analyst II	40.10		3.07		123.11
Scientist I	28.41		3.07		87.22
Engineer II	44.44		3.07		136.43
Engineer/Operations Tech III	50.76		3.07		155.83
Geologist/Hydrogeologist II	47.15		3.07		144.75
Project Analyst III	43.83		3.07		134.56
Scientist II	44.42		3.07		136.37
Engineer III	54.24		3.07		166.52
Scientist III	64.23		3.07		197.19
Senior Designer	55.10		3.07		169.19
Senior Business Consultant	81.67		3.07		250.73
Senior Construction Engineer	57.61		3.07		176.86
Senior Engineer	73.54		3.07		225.77
Senior Scientist	61.01		3.07		187.30
Principal Business Consultant	97.83		3.07		300.001
Principal Engineer	81.92		3.07		251.49
Principal Geol/Hydrogeologist	66.61		3.07		204.49
Principal Scientist	69.33		3.07		212.84
Supervising Designer	74.17		3.07		227.70
Supervising Construction Engin	113.42		3.07		300.00 (1)
Supervising Engineer	98.04		3.07		300.00 (1)

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Supervising Scientist	77.80		3.07		238.85
Supv Geol/Hydrogeologist	91.26		3.07		280.17
Managing Engineer	113.84		3.07		300.00 (1)
Managing Scientist	108.33		3.07		300.00 (1)
Chief Engineer	138.66		3.07		300.00 (1)
Chief Geol/Hydrogeologist	114.53		3.07		300.00 (1)
Chief Business Consultant	110.25		3.07		300.00 (1)
Executive Engineer	116.47		3.07		300.00 (1)
Vice President	139.46		3.07		300.00 (1)

Multiplier of 3.07 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (158.10%)
FRINGE = HOURLY RATE x FRINGE (37.73%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (3.77%)

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

Note:
Maximum billing rates marked with “(1)” are capped at $300 regardless of the relevant hourly rate or multiplier.

Maximum Billing Rates

Project No:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant:	Brown and Caldwell McCafferty Brinson Consulting, LLC

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Principal Engineer	$127.17		2.60		$300.00 (1)
Senior Engineer	$60.82		2.60		$158.13
Engineer II	$54.05		2.60		$140.53
Engineer I	$44.78		2.60		$116.43
Engineer Intern	$43.95		2.60		$114.27
Project Professional	$38.05		2.60		$98.93
CADD Designer I	$30.93		2.60		$80.42
Construction Associate	$74.75		2.60		$194.35
Field Coordinator	$50.81		2.60		$132.11
Administrative Assistant	$26.45		2.60		$68.77

Multiplier of 2.60 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (100.00%)
FRINGE = HOURLY RATE x FRINGE (10.00%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (24.00%)

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

Notes:
Subconsultant has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5

Maximum billing rates marked with “(1)” are capped at $300 regardless of the relevant hourly rate or multiplier.

Maximum Billing Rates

Project No: PNC2126774P1
Project Title: Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant: Brown and Caldwell
CSolutions, Inc.

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Project Director	$109.83		2.60		$285.56
Senior Technical Expert	$103.50		2.60		$269.10
Technical Expert	$95.80		2.60		$249.08
Senior Project Manager	$105.92		2.60		$275.39
Engineer IV	$60.38		2.60		$156.99
Project Engineer	$44.23		2.60		$115.00
Junior Engineer	$37.95		2.60		$98.67
Senior CAD Designer	$86.25		2.60		$224.25
CAD Designer	$28.75		2.60		$74.75
Administrative Support	$35.65		2.60		$92.69

Multiplier of 2.60 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (100.00%) FRINGE = HOURLY RATE x FRINGE (10.00%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (24.00%)

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

Notes:
Subconsultant 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:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant:	Brown and Caldwell Cordova Rodriguez & Associates., Inc.

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Project Manager	$97.75		2.31		$225.80
Designer	$23.00		2.31		$53.13
CADD / Computer Technician	$23.00		2.31		$53.13
Inspector	$35.65		2.31		$82.35
Sec / Clerical	$23.00		2.31		$53.13

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

Notes:
Consultant/Subconsultant 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:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant:	Brown and Caldwell Stoner and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Principal Land Surveyor	$69.10		2.24		$154.78
Sr. Professional Land Surveyor	$55.29		2.24		$123.85
Project Manager	$38.70		2.24		$86.69
Survey/CAD Technician	$31.05		2.24		$69.55
Survey Crew (3 Person)	$86.25		2.24		$193.20
Administrative	$38.70		2.24		$86.69

Multiplier of 2.24 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (64.78%)
FRINGE = HOURLY RATE x FRINGE (38.44%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

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

Maximum Billing Rates

Project No:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant Name:	Brown And Caldwell H2R Corp

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Chief Engineer 1	$80.21		3.00*		$240.63
Senior Engineer 1	$64.76		3.00		$194.28
Engineering Intern	$40.25		3.00		$120.75
Secretary/Clerical	$24.73		3.00		$74.19

Multiplier of 3.47 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (174.83%)
FRINGE = HOURLY RATE x FRINGE (40.245%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE
3.47

Note:
*Negotiated multiplier to 3.0.

Maximum Billing Rates

Project No:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant Name:	Brown And Caldwell Grace Professional Solutions, LLC

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Senior Project Manager	$97.75	x	2.31	=	$225.80
Senior Project Engineer	$143.75	x	2.31	=	$300.00 (1)

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (100.00%)
FRINGE = HOURLY RATE x FRINGE (10.00%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

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

Notes:

Subconsultant [Grace Professional Solutions, LLC] has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Maximum billing rates marked with “(1)” are capped at $300 regardless of the relevant hourly rate or multiplier.

Maximum Billing Rates

Project No:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant:	Brown and Caldwell McNabb Hydrogeologic Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
Principal Hydrogeologist	$113.88		2.31		$263.06
Senior Hydrogeologist	$51.27		2.31		$118.43
Staff Hydrogeologist 3	$40.31		2.31		$93.12
Staff Hydrogeologist 2	$39.86		2.31		$92.08
Staff Hydrogeologist 1	$37.01		2.31		$85.49

Multiplier of 2.31 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (100.00%)
FRINGE = HOURLY RATE x FRINGE (10.00%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

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

Notes:
Subconsultant 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:	PNC2126774P1
Project Title:	Continuing Consultant Services for Engineering Services for Studies and Reports
Consultant/ Subconsultant:	Brown and Caldwell JLA Geosciences, Inc.

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
President	$91.43		2.76		$252.35
Principal Hydrogeologist	$85.64		2.76		$236.37
Sr Hydrogeologist III	$80.72		2.76		$222.79
Sr Hydrogeologist II	$71.99		2.76		$198.69
Sr Hydrogeologist I	$63.41		2.76		$175.01
Hydrogeologist III	$52.36		2.76		$144.51
Hydrogeologist II	$48.26		2.76		$133.20
Hydrogeologist I	$44.15		2.76		$121.85
Administrative	$44.28		2.76		$122.21
Hydro Technician	$39.53		2.76		$109.10
Principal Modeling	$91.43		2.76		$252.35

Multiplier of 2.76 is calculated as follows:
OVERHEAD = HOURLY RATE x OVERHEAD (80.24%)
FRINGE = HOURLY RATE x FRINGE (70.61%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

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

Exhibit C
Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Water and Wastewater Engineering Services for Studies and Reports
Agency: Water and Wastewater Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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	$1,000,000	$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	$500,000	
☐ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☐ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*					
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	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:	$2,000,000	
			*Maximum Deductible:	$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. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by COLLEEN A. POUNALL
Date: 2023.04.03 14:07:35 -04'00'

Risk Management Division

Exhibit D
Work Authorization No. [___] under
Agreement PNC2126774P1 between Broward County and Brown and Caldwell
For Continuing Consultant Services for Engineering Services for Studies and Reports

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 3 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.

☐ 4.1 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit A to this Work Authorization on or before the

Time for Performance set forth above, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service:

Services	**Amount**
	$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute and complete the Services in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the Services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either Party as set forth in the Agreement at Section 11.7, Indemnification of County.

5. CBE Commitment.

5.1 The Commitment for this Work Authorization is **[**____**]**%. However, Consultant shall remain obligated to meet the Commitment of CBE participation percentage for the total dollar amount of services performed under the Agreement and Work Authorizations by utilizing the CBE firms for the work and dollar values described in Section 5.2 below.

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in Exhibit [_____] to this Work Authorization, which is incorporated herein).

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

[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 3.6 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)

_____
Print Name

[Brown and Caldwell]

By _____
Authorized Signer

1 day of March, 20___.

Exhibit E
Schedule of Subconsultants

Project No: PNC2126774P1
Project Title: Continuing Consultant Services for Engineering Services for Studies and Reports
Facility Name: [__]

No.	Firm Name	Discipline
1.	McCafferty Brinson Consulting, LLC	Water Treatment Plant Process/Planning/Funding Support
2.	CSolutions, Inc.	Pump Stations
3.	Cordova Rodriguez and Associates, Inc.	Civil/Surface Water Management
4.	Stoner & Associates, Inc.	Land Surveyors and Mappers/Subsurface Investigation
5.	H2R Corporation	Geotechnical
6.	Grace Professional Solutions, Inc.	Hydraulic Modeling
7.	McNabb Hydrogeologic Consulting, Inc.	Deep Injection Wells
8.	JLA Geosciences, Inc.	Hydrogeology/Water Supply

Exhibit F
CBE Subconsultants and Letters of Intent

RFP No: PNC2126774P1
Project Title: Continuing Consultant Services for Engineering Services for Studies and Reports

No.	Firm Name	Discipline
1.	McCafferty Brinson Consulting, LLC	Water Treatment Plant Process/Planning/Funding Support
2.	CSolutions, Inc	Pump Stations
3.	Cordova Rodriguez and Associates, Inc.	Civil/Surface Water Management
4.	Stoner & Associates, Inc	Land Surveyors and Mappers/Subsurface Investigation
5.	H2R Corporation	Geotechnical
6.	Grace Professional Solutions, Inc.	Hydraulic Modeling

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.: PNC2126774P1

Project Title: Continuing Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1580 Sawgrass Corporate Parkway, Ste 400 City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954.200.7611

CBE Firm/Supplier Name: McCafferty Brinson Consulting, LLC

Address: 633 S Andrews Ave #402 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Audra McCafferty Phone: 954.797.7100

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
Water Treatment Plant Process/Planning/Funding Support	221310		7.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Audra M. McCafferty Digitally signed by Audra McCafferty, P.E. Date: 2023.10.03 13:03:14 -04'00' Title: President Date: 10/03/2023

Bidder/Offeror Authorized Representative

Signature: Albert L Perez Title: Vice President Date: 10/03/2023

[1] Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
[2] To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

Rev.: June 2018 **Compliance Form No. 004**

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

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

Solicitation No.: PNC2126774P1

Project Title: Continuing Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1580 Sawgrass Corporate Parkway, Ste 400 City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954.200.7611

CBE Firm/Supplier Name: C Solutions, Inc.

Address: 2890 W State Road 84 City: Dania Beach State: FL Zip: 33312

Authorized Representative: Mark Drummond, P.E., BCEE Phone: 954.320.7899

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
Pump Stations	237110		7.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Digitally signed by Mark Drummond Date: 2023.10.03 10:10:05 -04'00' Title: President Date: 10/03/2023

Bidder/Offeror Authorized Representative

Signature: Albert L Perez Title: Vice President Date: 10/03/2023

[1] Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
[2] To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

Rev.: June 2018 **Compliance Form No. 004**

BROWARD COUNTY FLORIDA OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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.: PNC2126774P[1]

Project Title: Continuing Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1580 Sawgrass Corporate Parkway, Ste 400 City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954.200.7611

CBE Firm/Supplier Name: Cordova Rodriguez and Associate, Inc.

Address: 6941 SW 196th Ave., Suite 28 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Rosana D. Cordova Phone: 954.880.0180

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.

B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.

C. By signing below, the above-named CBE is committing to perform the work described below.

D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS[1]	CBE Contract Amount[2]	CBE Percentage of Total Project Value
Civil/Surface Water Management	541330		5.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Rosana Cordova Title: President Date: 10/02/2023

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 10/02/2023

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

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

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Rev.: June 2018 **Compliance Form No. 004**

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

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

Solicitation No.: PNC2126774P1

Project Title: Continuing Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1580 Sawgrass Corporate Parkway, Ste 400 City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, P.E. Phone: 954.200.7615

CBE Firm/Supplier Name: Stoner & Associates, Inc.

Address: 4341 SW 62nd Ave City: Davie State: FL Zip: 33314

Authorized Representative: James D. Stoner, PSM, President Phone: 954.585.0997

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
Land Surveyors and Mappers/Subsurface Investigation	541370		3.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: President Date: 10/02/2023

Bidder/Offeror Authorized Representative

Signature: _____ Albert L Perez Title: Vice President Date: 10/02/2023

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

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Rev.: June 2018 **Compliance Form No. 004**

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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.: PNC2126774P1

Project Title: Continuing Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1580 Sawgrass Corporate Parkway, Ste 400 City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954.200.7611

CBE Firm/Supplier Name: H2R Corp

Address: Powerline Business Center, 5601 Powerline Road Unit 401 City: Ft. Lauderdale State: FL Zip: 33309

Authorized Representative: Yves-Stanley Delmas, PE Phone: 954.972.7570

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	541330, 541380, 213112, 238910, 237110		2.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Yves-Stanley Delmas 2023.10.04 19:36:01 -04'00' Title: Sr. Geotechnical Engineer Date: 10/04/2023

Bidder/Offeror Authorized Representative

Signature: [signature] Title: Vice President Date: 10/06/2023

[1] Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
[2] To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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Rev.: June 2018 **Compliance Form No. 004**

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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.: PNC2126774P1

Project Title: Continuing Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1580 Sawgrass Corporate Parkway, Ste 400 City: Sunrise State: FL Zip: 33323

Authorized Representative: Albert L. Perez, PE Phone: 954.200.7611

CBE Firm/Supplier Name: Grace Professional Solutions, LLC

Address: 11009 NW 81st MNR City: Parkland State: FL Zip: 33076

Authorized Representative: Donna Grace, PE Phone: 954.509.0398

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
Hydraulic Modeling	541330		2.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [redacted] Title: President Date: 10/02/2023

Bidder/Offeror Authorized Representative

Signature: [redacted] Title: Vice President Date: 10/02/2023

[1] Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
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Rev.: June 2018 **Compliance Form No. 004**