



**AGREEMENT BETWEEN BROWARD COUNTY AND F&J ENGINEERING GROUP, INC.
FOR CONSULTANT SERVICES FOR CEI SERVICES FOR PORT EVERGLADES BY-PASS ROAD
(RFP # PNC2126367P1)**

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

RECITALS

A. County 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.

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 Highway Construction and Engineering Division, the Assistant Director of Highway Construction and Engineering Division, or such other person designated by the Director of Highway Construction and Engineering Division in writing. The Contract Administrator is the representative of County concerning the Project.
- 1.5. **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.7. **Direct Expense Cost** means field office expenses reimbursed in accordance with the Consultant’s or Subconsultant’s most recent direct expense rate determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purpose of this Agreement, the rates must be audited for fiscal periods of Consultant or Subconsultant within eighteen (18) months preceding the execution date of this Agreement. The Direct Expense Cost is calculated by multiplying the number of direct project labor hours worked by an employee assigned to the field related tasks within the invoicing period,

by the direct expense rate noted in Exhibit B, the product of which is then multiplied by the employee's actual hourly rate, or by the negotiated maximum hourly rate established for the employee's position title, whichever is lower.

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

1.9. **Project** means the Port Everglades Bypass Road project.

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

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

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

1.13. **Subconsultant** means an entity or individual, including subcontractors, providing Services to County through Consultant, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-salary Expenses
Exhibit B-2	Direct Expense Cost
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultants
Exhibit F	CBE Subconsultants and Letters of Intent
Exhibit G	Port Everglades Security Requirements
Exhibit H	FDOT State-Funded Grant Agreement

ARTICLE 3. SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

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

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

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

factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

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

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

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

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

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$2,484,917.19.

5.1.2. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$-0-.

5.1.3. Optional Services. County may procure Optional Services pursuant to Article 6 up to a maximum not-to-exceed amount of \$150,000.00. Unused Optional Services amounts shall be retained by County.

5.1.4. Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$553,594.76. Any unused amounts shall be retained by County.

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

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

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

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

5.2.2. Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

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

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

Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

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

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

5.3. Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent otherwise stated in Exhibit B-1. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section.

5.3.1 For reimbursement of any Direct Expense Cost, Consultant shall use the applicable direct expense rate identified in its corresponding Exhibits B and B-2. The direct expense rate shall remain in place for the entire term of this Agreement, which will bar the recovery of a Reimbursable Expense that the direct expense rate already covers. If any Subconsultants elect to use the direct expense rate, it shall be in accordance with the foregoing. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing by the Contract Administrator.

5.4. Method of Billing.

5.4.1. For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall

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

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

5.5. Method of Payment.

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

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

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

5.5.4. Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address: 8761 N Lake Dasha Dr., Plantation, FL 33324.

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. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

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

6.2. If Services under this Agreement are identified as optional ("Optional Services"), County may select the type, amount, and timing of such services pursuant to a work authorization ("Work

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

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

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

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

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

7.3. Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant’s proposal, bid, or other supporting documents submitted

to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

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

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

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

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

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

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

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

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

7.12. Entities of Foreign Concern. The provisions of this section apply only if 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 recovery of costs incurred by County due to Consultant’s failure to comply with any term(s) of this Agreement.

ARTICLE 9. INSURANCE

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

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

As required pursuant to the FDOT Grant Agreement: Consultant shall ensure that State of Florida Department of Transportation (FDOT) is also listed as an Additional Insured on all policies required under this article. The coverage afforded to FDOT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured.

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-five percent (25%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5. Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute

another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

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

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

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

10.9. Consultant shall provide 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 Subconsultants.

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

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

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

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

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

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

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

and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 577-4566, SGAFFUD@BROWARD.ORG, 1 UNIVERSITY DR., ROOM 3606B, PLANTATION, FL 33324.

11.4. Audit Rights and Retention of Records. Consultant and all Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the 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.

As required pursuant to the FDOT Grant Agreement: To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of

Transportation (FDOT), including FDOT's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant. The foregoing indemnification shall not constitute a waiver of FDOT's or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement. Consultant shall require its Subconsultants to indemnify, defend, and hold harmless FDOT to the same extent as set forth above.

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

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

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

FOR COUNTY:

Broward County Highway Construction and Engineering Division
Attn: Richard Tornese, P.E., Director
1 N. University Dr., Room 3600
Fort Lauderdale, Florida 33301
Email address: rtornese@broward.org

FOR CONSULTANT:

Francis Chin, P.E., President
F&J Engineering Group, Inc.
8761 N Lake Dasha Dr.
Plantation, Florida 33324
Email address: fchin@fj-group.com

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

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

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

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

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

11.16. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of

sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

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

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

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

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

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

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

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

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

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

11.26. Payable Interest.

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

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

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

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

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

11.30. Additional Requirements. Consultant shall comply with the Port Everglades Security Requirements attached hereto as Exhibit G.

11.31. State Funded Contracts. Consultant shall comply with, and require its Subconsultants to comply with, all terms and conditions of the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement between Broward County and FDOT (Contract No. G-2L77, FM # 446201-1-54-01)(as amended, the "FDOT Grant Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit H.

11.32. Consultant shall comply with, and require its Subconsultants to comply with, all federal, state, and local laws and regulations applicable to the Project.

11.33. Consultant shall comply with, and require its Subconsultants to comply with, Section 20.055(5), Florida Statutes.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, and F&J ENGINEERING GROUP, INC., signing by and through its _____, President _____, 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: Al A DiCalvo _____
Al DiCalvo (Date)
Senior Assistant County Attorney

Digitally signed by Al A DiCalvo
Date: 2024.03.18 13:41:00 -04'00'

By: Michael Kerr _____
Michael J. Kerr (Date)
Deputy County Attorney

Digitally signed by Michael Kerr
Date: 2024.03.18 13:52:40 -04'00'

AAD
F&JEngin-CEIServices-PEBypassRd (PNC2126367P1)_v4Final-2024-0228
2/28/24

**AGREEMENT BETWEEN BROWARD COUNTY AND F&J ENGINEERING GROUP, INC.
FOR CONSULTANT SERVICES FOR CEI SERVICES FOR PORT EVERGLADES BY-PASS ROAD
(RFP # PNC2126367P1)**

Consultant

F&J ENGINEERING GROUP, INC.

By: Francis Chin Digitally signed by Francis
Chin
Date: 2024.03.14 16:13:49
-04'00'
Authorized Signer

Francis Chin Jr / President
Print Name and Title

14 day of March, 2024

WITNESS:

Geoffrey Chan Digitally signed by Geoffrey Chan
Date: 2024.03.14 16:13:03 -04'00'
Signature

Geoffrey Chan
Print Name of Witness above

(FOR HARDCOPY/PDF, REMOVE PAGEHOLDER AND ATTACH ATTACHMENTS/EXHIBITS)

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-salary Expenses
Exhibit B-2	Direct Expense Cost
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultants
Exhibit F	CBE Subconsultants and Letters of Intent
Exhibit G	Port Everglades Security Requirements
Exhibit H	FDOT State-Funded Grant Agreement

Exhibit A
SCOPE OF SERVICES

**CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES FOR PORT EVERGLADES BY-PASS ROAD -
SPANGLER BLVD. FROM MIAMI ROAD TO EISENHOWER BLVD AND
EISENHOWER BLVD. FROM SPANGLER BLVD. TO NORTH OF SE 20TH STREET**

Consultant shall provide construction engineering and inspection (“CEI”) professional services and technical support services related to the construction of the Port Everglades By-Pass Road along Spangler Blvd. from Miami Road to Eisenhower Blvd and Eisenhower Blvd from Spangler Blvd. to North of SE 20th Street (“Project”). The Port Everglades By-Pass Road will provide unrestricted access for the traveling public from US-1/South Federal Highway to the Broward County Convention Center as well as relieve congestion on US-1 north of SR 84 and on SR A1A/SE 17th Street.

1.0 GENERAL DESCRIPTION

1.1 Consultant is responsible for utilizing effective control procedures that will assure that the construction of the Project is performed in conformity with the plans, specifications, and contract documents.

1.2 Consultant is responsible for providing technical and administrative personnel as necessary to effectively carry out its responsibilities under this Scope of Services (Scope) and underlying Agreement.

1.3 To allow sufficient time for Consultant to schedule its activities the Consultant will be issued a Notice to Proceed by the Contract Administrator at least thirty (30) calendar days in advance of the Project commencement. Consultant is responsible for maintaining close coordination with the County and the Contractor to minimize rescheduling of Consultant’s activities due to construction delays or changes in scheduling of the Contractor’s activities.

1.4 Consultant is fully responsible for carrying out all functions assigned to it by this Scope and underlying Agreement.

1.5 Consultant is responsible for providing coordination among its staff and Subconsultants, to complete all tasks required by this Scope to support administration of the construction contract by County.

1.6 Consultant construction engineering and inspection staff are required to be on site at all times while the Contractor is working on the Project.

2.0 CEI SERVICES:

2.1 General:

2.1.1 Consultant shall provide services as necessary to assure the Project is constructed in conformity with the plans, specifications, and contract documents.

2.1.2 Consultant is responsible for advising the Contract Administrator in writing, of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. The Consultant is not responsible for the Contractor's means and methods of construction.

2.2 Survey Control:

2.2.1 Upon authorization by the Contract Administrator, or designee Consultant shall verify the existence and accuracy of locations for all reference points and baseline control points indicated on the plans. Consultant is responsible for re-establishing any missing or disturbed control points as may be required to maintain the accuracy for survey control.

2.2.2 Upon authorization by the Contract Administrator, or designee, the Consultant shall establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the Project for use by the Contractor and the Consultant in performing verification surveys of construction layout. Consultant shall (1) make and record such measurements as are necessary to calculate and document quantities for pay items; and, (2) make and record pre-construction cross section surveys of the Project site in those areas where earthwork (i.e., embankment, excavation, etc.) is part of the construction Project; and (3) perform incidental engineering surveys as may be necessary to carry out the services covered by this Scope and for verification and confirmation of the accuracy of the Contractor's survey layout work.

2.3 Resident Inspection:

2.3.1 Consultant shall provide services to monitor the Contractor's on-site construction operations and to inspect all materials entering the work site as required to assure that the quality of workmanship and materials is such that the Project is completed in conformity with the plans, specifications, and contract documents. Consultant is responsible for keeping detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

2.4 Verification Testing:

2.4.1 Consultant shall perform sampling and testing of component materials and completed work items to the extent that it assures that the materials and workmanship incorporated in the Project are in conformity with the plans, specifications, and contract documents.

2.5 Engineering Services:

2.5.1 Consultant shall perform all engineering services necessary to assure that proper coordination of the activities of all parties involved in accomplishing completion of the Project is achieved; maintain complete, accurate records of all activities and events relating to the Project; properly document all significant changes to the Project; provide interpretations of the plans, specifications and

contract documents; make recommendations to County to resolve disputes which arise in relation to the construction contracts; and maintain an adequate level of surveillance of the Contractor's activities. Consultant's responsibilities include but are not limited to:

2.5.1.1 Scheduling and conducting a pre-construction conference for the Project. Recording significant information revealed and decisions made at this conference and distributing copies of these minutes to the appropriate parties.

2.5.1.2 Maintaining on a daily basis a complete and accurate record of all activities and events relating to the Project and a record of all work completed by the Contractor, including quantities of pay items. Consultant is responsible for immediately reporting apparent significant changes in quantity, time, or cost as they are noted.

2.5.1.3 Maintaining a Roadway and Bridge Construction Diary acceptable to the Contract Administrator.

2.5.1.4 Maintaining a log of all materials entering into the work site with the proper indication of the basis of acceptance of each shipment of material.

2.5.1.5 Maintaining records of all sampling and testing accomplished and analyzing such records required to ascertain the acceptability of materials and completed work items. The field reports for records of work and testing results are to be submitted by the consultant to Contract Administrator or designee within one week of each request.

2.5.1.6 Obtaining and reviewing the Contractor's construction baseline and monthly progress schedules, analyzing these schedules, and providing written reports of its findings to the County; together with a draft of a response to the Contractor. If additional or interim reports are required by the County during the normal course of the construction project, Consultant shall provide the reports at no additional cost to the County. Following the County's review of the report, Consultant shall respond to the Contractor advising of the modifications necessary for approval. The approval must be communicated by the Consultant to the Contractor and the approved schedule will serve as the baseline by which all construction schedule – related issues are measured and evaluated.

2.5.1.7 Providing the Contractor with interpretations of the plans, specifications, and contract documents. Consultant shall consult with the Contract Administrator when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the Contract Administrator may request an interpretation from the Consultant or County design engineers.

2.5.1.8 Analyzing problems that arise on the Project and proposals submitted by the Contractor and preparing and submitting a recommendation to the Contract Administrator.

2.5.1.9 Analyzing changes to the plans, specifications or contract documents and extra work which appear to be necessary to carry out the intent of the construction contract when it is determined that a change or extra work are necessary and such work is within the scope and intent of the original construction contract.

2.5.1.10 When it is determined that a modification to the construction contract for the Project is required due to a necessary change in the character of the work, Consultant shall assist in the negotiation of prices with the Contractor and prepare and submit for review and approval by the Contract Administrator a Change Order in accordance with all applicable County requirements.

2.5.1.11 If the Contractor for the Project submits a claim for additional compensation, Consultant shall analyze the submittal and prepare a recommendation to the Contract Administrator covering validity and reasonableness of charges and conduct negotiations leading to recommendations for settlement of the claim.

2.5.1.12 If the Contractor for the Project submits a request for an extension of the allowable contract time, Consultant shall analyze the request and prepare a recommendation to the Contract Administrator covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

2.5.1.13 Monitoring the Project to the extent necessary to determine if any construction activities violate the requirements of any permits. Notifying the Contractor of any violations or potential violations and requiring Contractor's immediate resolution of the problem. Violations are to be reported to the Contract Administrator immediately.

2.5.1.14 Maintaining a complete log of all submittals of shop drawings, noting the dates of the first submittal and subsequent reviews and resubmittals, approvals, etc. Consultant shall take note of and verify that any changes are properly carried through to construction and further record, report, make recommendations and evaluate any circumstances which may affect the progress or cost of the work. Consultant shall encourage all reviewers to accomplish reviews promptly. Shop drawings shall include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor.

2.5.1.15 Monitoring Contractor coordination with utility companies to assure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations.

2.5.1.16 Conducting and documenting field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

2.5.1.17 Performing required survey work to prevent delaying Contractor's operations when requested by the Contract Administrator.

2.5.1.18 When needed to prevent delays in Contractor's operations, Consultant shall produce reports, verify quantity calculations, and obtain field measurements for payment purposes to facilitate prompt processing of such information as needed for the County to make timely payment, and write communications to the Contractor.

2.5.1.19 Auger Cast Pile installation: -

a) Reviewing and processing Auger Cast Pile installation plan in accordance with contract documents.

b) Scheduling and coordinating a pre-pile installation meeting to review the

auger cast pile installation procedures. Making sure the Contractor's field superintendent, CEI's auger cast pile inspectors and the County PM are invited. Preparing and distributing minutes to the attendees.

c) Observe installation of demonstration pile and production piles. Submit the demonstration pile records to Design Geotechnical Engineer to review and provide letter of acceptance or recommendations of the production pile installation is issued in accordance with contract documents.

d) Inspecting and verifying the requirements on the construction plans and applicable specifications are followed throughout the auger cast pile installation.

e) Performing all verification testing of auger cast pile required by the contract documents.

f) Completing the auger cast pile field installation logs upon completion of the auger cast pile installation. Consultant shall use the FDOT Report of Auger Cast Pile Installation for this task.

g) Verifying the quality control processes of the Auger Cast Pile Installation Plan are followed during construction.

h) Examining the records and evaluating problems encountered during construction and coordinating with the Design Geotechnical Engineer (DGE) and the Contractor to resolve such problems, including possible withdrawing the Auger Cast Pile Installation Plan approval.

2.5.1.20 Upon identification of a proposed changed condition or construction contract change, analyzing the extent of the change and preparing an estimate of cost and time change. Prior to receipt of the Contractor's estimate, Consultant shall prepare the fair cost estimate.

2.5.1.21 Assisting Broward Highway Construction and Engineering Division in negotiating all changes with the Contractor using the Consultant's prepared fair cost estimate as a basis.

2.5.1.22 Preparing documentation and records in compliance with the Agreement, justifying all payments to Contractor through the use of surveys, spreadsheets, tracking logs, etc.

2.5.1.23 Providing five high-resolution digital photos each month of the entire Project site from various views shot at 500-foot altitude depicting the Project's progress for the duration of the Project.

2.5.1.24 Submitting the Final Documentation, including materials certification and one (1) signed and sealed set of final "as-built plans" documenting the Contractor's work.

2.6 Optional Services

2.6.1 Additional tasks related to this Scope of Services and in furtherance of the Project may be approved by the Contract Administrator, in advance and in writing, in accordance with and subject to the limitations in Section 5.1.3 and Article 6 of the Agreement.

3.0 PERSONNEL:

3.1 General Requirements:

3.1.1 Consultant shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this Scope and underlying Agreement.

3.1.2 Consultant shall assign or remove personnel within two weeks of receipt of written notification from the County directing such assignment or removal.

3.2 Personnel Qualifications:

3.2.1 All personnel shall be qualified by experience and education. Consultant shall submit in writing to the Contract Administrator the names of personnel proposed for assignment to the Project, including a detailed resume for each containing at a minimum: salary, education, and experience. A request for personnel approval is to be submitted by Consultant to the Contract Administrator at least two weeks prior to the proposed start date of that person on the project.

3.2.2 Before the Project begins, Consultant shall ensure that all Project staff has a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual, Plans and other contract documents related to the project. And each possesses all the necessary qualifications / certifications for fulfilling the duties of the position they hold.

3.2.3 Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be reviewed and approved by the Contract Administrator on a case-by-case basis. The below positions and minimum qualifications do not set a requirement on the number of personnel to be utilized by the County for this Project. The Consultant and County established a salary budget during negotiations; the County will authorize the positions and number of personnel as required by the Contractor's level of activity.

3.2.3.1 **CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months after assignment to the Project) and ten (10) years of engineering experience with five (5) years in major bridge construction. Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Must have the following:

QUALIFICATIONS:

FDOT Construction Training/Qualification Program (CTQP) Quality Control Manager

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

A Master's Degree in Civil or Structural Engineering may be substituted for one (1) year engineering experience.

3.2.3.2 CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus five (5) years of engineering experience in construction of major bridge structures. A Project Administrator must have supervised two or more inspectors as well as two or more support staff and have been directly responsible for all CEI services assigned. Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction Project. The Project Administrator shall be responsible for accuracy of the progress and final estimates throughout the construction Project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level 1 & 2

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

CTQP Quality Control Manager. A master's degree in engineering may be substituted for one (1) year of engineering experience.

3.2.3.3 CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., progress and final estimates, processing construction contract changes, material tracking, etc.) or a Civil Engineering Degree. The Contract Support Specialist shall exercise independent judgment in planning work details and making technical decisions related to the office aspects of the Project. Shall be familiar with the procedures covering the Project related duties as stated above and be proficient in the computer programs necessary to perform these duties.

QUALIFICATIONS:

CTQP Final Estimates Level 1 & 2

3.2.3.4 CEI SENIOR INSPECTOR (BRIDGE) – High school graduate or equivalent plus four (4) years of experience in construction inspection, with two (2) years in major bridge construction inspection or a Civil Engineering degree and two (2) years of major bridge CEI experience. The Senior Inspector (Bridge) shall be responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, conducting field tests, responsible for coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the CEI Project Administrator.

QUALIFICATIONS:

CTQP Concrete Field Technician Level 1 & 2

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Auger Cast Pile Inspection Qualification for Bridge Structures (ACPI)
ACI Concrete Transportation Construction Inspector
CTQP Final Estimates Level 1

CERTIFICATIONS:
FDOT Intermediate MOT

3.2.3.5 CEI SENIOR INSPECTOR (ROADWAY) – High school graduate or equivalent plus four (4) years of experience in construction inspection, with two (2) years in roadway construction inspection or a Civil Engineering degree and two (2) years of road CEI experience. The Senior Inspector (Roadway) shall be responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, conducting field tests, responsible for coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the CEI Project Administrator.

QUALIFICATIONS:
CTQP Concrete Field Technician Level I
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Final Estimates Level I

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

3.2.3.6 CEI INSPECTOR - High school graduate or equivalent plus two (2) years' experience in construction inspection, with one (1) year in bridge and/or roadway construction inspection or a Civil Engineering degree. The Inspector shall be responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Exceptions will be permitted on a case-by-case basis based on qualifications and certifications appropriate for specific inspection duties.

QUALIFICATIONS:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I

CERTIFICATIONS:

FDOT Intermediate MOT

Nuclear Radiation Safety

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

3.2.3.7 CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. These personnel will exercise independent initiative to help relieve the supervisor of clerical detail and perform data entry for construction contract tracking. Work under general supervision of the Senior Project Engineer and staff.

3.3 Staffing:

Consultant shall adequately staff and maintain an appropriate level of staff after completion of construction to complete the final documentation. Personnel must be thoroughly familiar with all aspects of construction and final measurements of the various pay items and must be available to resolve disputed final pay quantities until final payment of the construction contract.

3.4 Licensing for Equipment Operation:

3.4.1 Consultant shall obtain proper licenses for equipment and personnel operating equipment when licenses are required.

3.4.2 Licensing of Surface Moisture Nuclear Density Gauges must be obtained through the Florida Department of Health, Bureau of Radiation Control. Only Nuclear Density Inspectors approved by the Consultant's Radiation Safety Officer are authorized to operate Surface Moisture Density Gauges. The County may monitor the activity of the Consultant's Nuclear Density Inspectors.

4.0 PROJECT SCHEDULE

4.1 Time for Performance

4.1.1 The work performed under this Scope is estimated to be completed within 900 (nine hundred) calendar days from issuance of the Notice to Proceed by the Contract Administrator, or designee, to Consultant. This estimated timeframe includes pre and post construction activities, weather, and holidays during construction.

5.0 FIELD OFFICE

Consultant shall provide and maintain a field office for the exclusive use of the Project. The field office shall be set within ¼ mile of the project at a location obtained by Consultant and approved by the County.

The structure shall contain not less than 900 square feet, shall be structurally sound, appropriately insulated for the proposed occupancy and storage requirements and meet all applicable fire, plumbing, and electrical codes. The structure shall be watertight with

suitable windows, doors, and locks, properly screened and provided with adequate lighting, heating, air conditioning, and electrical power outlets. Sanitary facilities with regular servicing shall be provided in or near the field office for the use Consultant. The field office shall be equipped with four desks, a conference table for ten (10), one four-drawer legal size filing cabinet with lock, ten chairs, electric water cooler with a continuous supply of potable water, a plain paper multi-function printer capable of copying, scanning, and printing 11" x 17" sheets, all necessary paper products, office supplies, and incidental items.

Consultant shall provide electric power, water, sanitary, telephone service and a high speed Internet connection for the duration of the Project. Telephone service shall include the costs for one line for local and long distance with call forwarding, call waiting, conference calling and messaging function. Consultant shall provide weekly maintenance and cleaning for the local office and maintenance/repairs for the office equipment and furnishings.

**Exhibit B
Maximum Billing Rates (Field)**

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: F&J Engineering Group, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.33		(\$/HR)
CEI Project Administrator (Bridge)	\$59.00		2.33		\$137.47
CEI Project Administrator/CSS	\$54.00		2.33		\$125.82
CEI Senior Inspector	\$39.00		2.33		\$90.87
CEI Inspector	\$29.00		2.33		\$67.57

Multiplier of 2.33 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (74.80%)

FRINGE = HOURLY RATE x FRINGE (36.90%)

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

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

Direct Expense Rate = 15.94%

Exhibit B Maximum Billing Rates

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: AREHNA Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.97		
MAT Geotechnical / Materials Engineer	\$55.29		2.97		\$164.21
MAT Engineering Technician	\$33.91		2.97		\$100.71
MAT Asphalt Plant Inspector	\$30.00		2.97		\$89.10
MAT Materials Secretary Clerk	\$24.04		2.97		\$71.40

Multiplier of 2.97 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (123.24%)

FRINGE = HOURLY RATE x FRINGE (47.19%)

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

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

**Exhibit B
Maximum Billing Rates (Field)**

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: CDR Maguire, Inc.

	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
TITLE			2.48		
CEI Inspector	\$29.00		2.48		\$71.92

Multiplier of 2.48 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (69.78%)

FRINGE = HOURLY RATE x FRINGE (55.70%)

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

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

Direct Expense Rate = 12.02%

Exhibit B Maximum Billing Rates

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: Carnahan, Proctor & Cross, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.65		(\$/HR)
SUR Chief Surveyor	\$55.00		2.65		\$165.00
SUR Senior Cad Tech	\$45.00		2.65		\$135.00
SUR Crew-3 PERSON	\$80.00		2.65		\$212.00

Multiplier of 2.65 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (92.83%)

FRINGE = HOURLY RATE x FRINGE (47.65%)

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

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

Exhibit B Maximum Billing Rates

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: Foundation & Geotechnical Engineering, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.0*	=	MAXIMUM BILLING RATE (\$/HR)
Senior Geotech Engineer-DSF	\$61.63	X	3.0		\$184.89
Senior Geotechnical Technician-DSF	\$31.00	X	3.0		\$93.00

Multiplier of 3.05 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (50.81%)

FRINGE = HOURLY RATE x FRINGE (126.61%)

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

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

Notes:

*Negotiated Multiplier

**Exhibit B
Maximum Billing Rates (Field)**

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: Gannett Fleming, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.52		(\$/HR)
Environmental Specialist	\$39.00		2.52		\$98.28

Multiplier of 2.52 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (76.51%)

FRINGE = HOURLY RATE x FRINGE (52.58%)

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

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

Direct Expense Rate = 04.73%

**Exhibit B
Maximum Billing Rates**

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: Lakdas/Yohalem Engineering, Inc.

			MULTIPLIER		MAXIMUM BILLING RATE
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	2.31	=	(\$/HR)
CEI Building Inspector	\$32.00	x	2.31	=	\$73.92

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:

Lakdas/Yohalem Engineering, Inc. has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**Exhibit B
Maximum Billing Rates (Field)**

Project No: PNC2126367P1
 Project Title: CEI Services for Port Everglades By-Pass Road
 Consultant/
 Subconsultant Name: Solid Consulting Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.50*		(\$/HR)
CEI Senior Project Engineer	\$81.00		2.50		\$202.50
CEI Senior Inspector	\$39.00		2.50		\$97.50
CEI Inspector	\$29.25		2.50		\$73.13

Multiplier of 3.09 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (53.98%)

FRINGE = HOURLY RATE x FRINGE (127.10%)

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

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

Direct Expense Rate = 20.68%

Notes:

*Negotiated Multiplier

**EXHIBIT B-1
REIMBURSABLE TESTING, AERIAL PHOTOGRAPHY, AND FIELD OFFICE COST**

Project No: PNC2126367P1
 Project Title: Construction Engineering and Inspection for Port Everglades By-Pass Road
 Prime Consultant: F&J Engineering, Inc.
 Sub Consultant: Arehna Engineering, Inc. (AE); Foundation and Geotechnical Engineering, LLC (FGE); Carnahan Proctor Cross, Inc. (CPC); Smith Aerial Photos (SAP)

Item #	Description	Unit Cost	Unit	Quantity	Total
<u>Concrete Testing (Laboratory) (AE):</u>					
1	Cylinders - cast and tested by Laboratory Standard 4x8 Cylinder, ASTM C-31, C-617	\$ 35.00	EA	420	\$ 14,700.00
<u>Earthwork Testing (Laboratory) (AE):</u>					
<u>2.1 Embankment</u>					
2.1.1	Soil Classification, AASHTO M-145	\$ 153.62	EA	8	\$ 1,228.96
2.1.2	Moisture Density Relationship, Standard Proctor, AASHTO T-99, ASTM D-698	\$ 165.00	EA	8	\$ 1,320.00
2.1.3	Organic Content, AASHTO T-267	\$ 50.87	EA	8	\$ 406.96
2.1.4	Particle Size Analysis of Soil, AASHTO T-88 (No Hydrometer)	\$ 7.50	EA	8	\$ 620.00
2.1.5	Liquid Limit, Plastic Limit, and Plasticity Index, AASHTO T-99	\$ 144.90	EA	8	\$ 1,159.20
<u>2.2 Type B Stabilization (AE)</u>					
2.2.1	Limerock Bearing Ratio (LBR), FM 5-515	\$ 437.00	EA	8	\$ 3,496.00
2.2.2	Moisture Density Relationship, Modified Proctor, AASHTO T-180	\$ 165.00	EA	8	\$ 1,320.00
2.2.3	Soil Classification, AASHTO M-145	\$ 153.62	EA	8	\$ 1,228.96
2.2.4	Liquid Limit, Plastic Limit, and Plasticity Index, AASHTO T-99	\$ 144.90	EA	8	\$ 1,159.20
2.2.5	Particle Size Analysis of Soil, AASHTO T-88 (No Hydrometer)	\$ 77.50	EA	8	\$ 20.00
2.2.6	Organic Content, AASHTO T-267	\$ 50.87	EA	8	\$ 406.96
<u>2.3 Limerock Base (AE)</u>					
2.3.1	Limerock Bearing Ratio (LBR), FM 5-515	\$ 437.00	EA	3	\$ 1,311.00
2.3.2	Moisture Density Relationship, Modified Proctor, AASHTO T-180	\$ 165.00	EA	3	\$ 495.00
2.3.3	Soil Classification, AASHTO M-145	\$ 153.62	EA	3	\$ 460.86
2.3.4	Liquid Limit, Plastic Limit, and Plasticity Index, AASHTO T-99	\$ 144.90	EA	3	\$ 434.70
2.3.5	Particle Size Analysis of Soil, AASHTO T-88 (No Hydrometer)	\$ 77.50	EA	3	\$ 232.50
2.3.6	Organic Content, AASHTO T-267	\$ 50.87	EA	3	\$ 152.61
<u>3 Asphalt Testing (Laboratory) (AE):</u>					
<u>3.1 Structural Asphalt Testing</u>					
3.1.1	Asphalt Bulk Specific Gravity (Plant), FM 1-T166	\$ 75.16	EA	150	\$ 11,274.00
3.1.2	Asphalt Bulk Specific Gravity (Roadway), FM 1-T166	\$ 75.16	EA	150	\$ 11,274.00
3.1.3	Asphalt Content, FM 5-563	\$ 163.38	EA	150	\$ 24,507.00
3.1.4	Asphalt Gradation, AASHTO T-030	\$ 102.90	EA	150	\$ 15,435.00
3.1.5	Asphalt Max Specific Gravity, AASHTO T-209	\$ 173.10	EA	150	\$ 25,965.00
<u>3.2 Friction Course Asphalt of Drilled Cores</u>					
3.2.1	Asphalt Bulk Specific Gravity (Plant), FM 1-T166	\$ 75.16	EA	100	\$ 7,516.00
3.2.2	Asphalt Bulk Specific Gravity (Roadway), FM 1-T166	\$ 75.16	EA	100	\$ 7,516.00
3.2.3	Asphalt Content, FM 5-563	\$ 163.38	EA	100	\$ 16,338.00
3.2.4	Asphalt Gradation, AASHTO T-030	\$ 102.90	EA	100	\$ 10,290.00
3.2.5	Asphalt Max Specific Gravity, AASHTO T-209	\$ 173.10	EA	100	\$ 17,310.00
<u>4 Miscellaneous Auger Cast Pile Testing (FGE):</u>					
4.1	Auger Cast Pile Testing Thermal Integrity Testing	\$ 2000.00	Shaft	3	\$ 6,000.00
<u>5 Survey Services (CPC)</u>					
5.1	Field Survey Crew (3 Person)	\$ 212.00	HR	280	\$ 59,360.00
<u>6 Aerial Photography (SAP) Four views per set</u>					
		\$ 70.00	EA	42	\$ 2,940.00
<u>7 Field Office per Scope of Services, Section 6 (F&J)</u>					
		\$ 6,147.91	MO	24	\$ 147,549.60

Total \$ 394,027.51

**EXHIBIT B-2
DIRECT EXPENSE COST**

Project No: PNC2126367P1
 Project Title: Construction Engineering and Inspection for Port Everglades By-Pass Rd.
 Consultant: F&J Engineering Group, Inc.

	<u>Position</u>	<u>Hours</u>	<u>Maximum Hourly Rate (\$/HR)</u>	<u>FAR Audited Direct Expense Rate</u>	<u>Maximum Direct Expense Cost</u>
	CEI Project Administrator (Bridge)	3755	\$ 59.00	15.94%	\$ 35,314.27
	CEI Project Administrator/CSS	3094	\$ 54.00	15.94%	\$ 26,631.91
	CEI Senior Bridge Inspector	2516	\$ 39.00	15.94%	\$ 15,640.97
	CEI Senior Bridge Inspector	2351	\$ 39.00	15.94%	\$ 14,615.23
	CEI Inspector	2351	\$ 29.00	15.94%	\$ 10,867.73
	CEI Inspector	1007	\$ 29.00	15.94%	\$ 4,654.96
				Total	\$ 107,725.07

Notes:

Maximum not to exceed Direct Expense Cost will be paid based on the number of labor hours worked within the invoicing period times the employee's actual hourly rate. This cost will include all field office direct expenses.

**EXHIBIT B-2
DIRECT EXPENSE COST**

Project No: PNC2126367P1
 Project Title: Construction Engineering and Inspection for Port Everglades By-Pass Rd.
 Subconsultant: CDR Maguire, Inc.

	<u>Position</u>	Hours	Maximum Hourly Rate (\$/HR)	FAR Audited Direct Expense Rate	Maximum Direct Expense Cost
	CEI Inspector	1980	\$ 29.00	12.02%	\$ 6,901.88
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Total	\$ 6,901.88

Notes:

Maximum not to exceed Direct Expense Cost will be paid based on the number of labor hours worked within the invoicing period times the employee's actual hourly rate. This cost will include all field office direct expenses.

**EXHIBIT B-2
DIRECT EXPENSE COST**

Project No: PNC2126367P1
 Project Title: Construction Engineering and Inspection for Port Everglades By-Pass Rd.
 Subconsultant: Soild Consulting Engineers, Inc.

	TITLE	Hours	Maximum Hourly Rate (\$/HR)	FAR Audited Direct Expense Rate	Maximum Not to Exceed Direct Expense Cost
	CEI Sr.Project Engineer	792	\$ 81.00	20.68%	\$ 13,266.63
	CEI Senior Inspector	3795	\$ 39.00	20.68%	\$ 30,607.43
					\$ -
					\$ -
					\$ -
				Total	\$ 43,874.06

Notes:

Maximum not to exceed Direct Expense Cost will be paid based on the number of labor hours worked within the invoicing period times the employee's actual hourly rate. This cost will include all field office direct expenses.

**EXHIBIT B-2
DIRECT EXPENSE COST**

Project No: PNC2126367P1
 Project Title: Construction Engineering and Inspection for Port Everglades By-Pass Rd.
 Subconsultant: Gannett Fleming, Inc.

	TITLE	Hours	Maximum Hourly Rate (\$/HR)	FAR Audited Direct Expense Rate	Maximum Not to Exceed Direct Expense Cost
	Environmental Specialist	578	\$ 39.00	4.73%	\$ 1,066.24
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Total	\$ 1,066.24

Notes:

Maximum not to exceed Direct Expense Cost will be paid based on the number of labor hours worked within the invoicing period times the employee's actual hourly rate. This cost will include all field office direct expenses.

Exhibit C

MINIMUM INSURANCE REQUIREMENTS

Project: Construction Engineering and Inspection (CEI) Services for Port Everglades By-Pass Road
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying, and design professionals.	N/A		Each Claim:	\$3,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:	\$10,000	

Description of Operations: "Broward County and FDOT" 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 and FDOT
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A.
POUNALL
Date: 2023.02.08
15:52:10 -05'00'

Risk Management Division

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

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

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

3. Compensation and Method of Payment.

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

3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Services identified in Exhibit A to this Work Authorization as payable on a “Maximum Amount Not-To-Exceed” basis based upon the Salary Costs as described in Section 5.2 of the Agreement, 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, 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 for Performance shall commence from the date of the Notice to Proceed for such services.

5. 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.

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

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

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

COUNTY

BROWARD COUNTY, by and through
its [_____]

By _____

____ day of _____, 20__.

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

By _____

Name _____ Date _____
Senior/Assistant County Attorney

By _____

Name _____ Date _____
Senior/Assistant County Attorney

CONSULTANT

WITNESS:

[Insert Consultant Name]

(Signature)

By _____
Authorized Signer

Print Name

____ day of _____, 20__.

EXHIBIT E
Schedule of Subconsultants

Project No: PNC2126367P1
Project Title: CEI Services for Port Everglades By-Pass Road
Consultant: F&J Engineering Group, Inc.

No.	Firm Name	Discipline
1.	AREHNA Engineering, Inc.	Materials Testing
2.	CDR Maguire, Inc.	CEI Inspection
3.	Carnahan, Proctor and Cross, Inc.	Survey Services
4.	Foundation & Geotechnical Engineering, LLC	Foundation & Geotechnical Engineering
5.	Gannett Fleming, Inc.	Environmental Compliance Monitoring
6.	Lakdas/Yohalem Engineering, Inc.	Building Inspection
7.	Solid Consulting Engineers, Inc.	CEI Inspection

Exhibit F
CBE Subconsultants and Letters of Intent

Project No: PNC2126367P1
Project Title: CEI Services for Port Everglades By-Pass Road

No.	Firm Name	Discipline
1.	F&J Engineering Group, Inc.	CEI Inspection
2.	Lakdas/Yohalem Engineering, Inc.	CEI Inspection
3.	Solid Consulting Engineers, Inc.	CEI Inspection



Exhibit F 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.: PNC2126367P1

Project Title: CEI Services for Port Everglades By-Pass Road

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

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

Authorized Representative: Francis R Chin Phone: 786-385-2372

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

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

Authorized Representative: Francis R Chin Phone: 786-385-2372

- 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
CEI SERVICES	541330	\$ 1,682,376.35	55.30 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 11/27/2023

Bidder/Offeror Authorized Representative

Signature:  Title: President Date: 11/27/2023

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.



Exhibit F

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.: PNC2126367P1

Project Title: CEI Services for Port Everglades By-Pass Road

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

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

Authorized Representative: Francis R Chin Phone: 786-385-2372

CBE Firm/Supplier Name: Lakdas Yohalem Engineering, Inc.

Address: 2211 NE 54th Street City: Fort Lauderdale State: FL Zip: 33308

Authorized Representative: Lakdas Nanayakkara, P.E. Phone: 954-771-0630

- 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
CEI SERVICES	541330	\$ 24,303.48	0.76 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 11/27/2023

Bidder/Offeror Authorized Representative

Signature: Title: President Date: 11/27/2023

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.



Exhibit F

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.: PNC2126367P1

Project Title: CEI Services for Port Everglades By-Pass Road

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

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

Authorized Representative: Francis R Chin Phone: 786-385-2372

CBE Firm/Supplier Name: Solid Consulting Engineer

Address: 14400 Pedigree Lane City: Southwest Ranches State: FL Zip: 33330

Authorized Representative: Oswaldo Larrazabal, P.E. Phone: 786-255-2869

- 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
CEI SERVICES	541330	\$ 574,266.57	18.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 11/27/2023

Bidder/Offeror Authorized Representative

Signature: Title: President Date: 11/27/2023

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.

Exhibit G
Port Everglades Security Requirements

- A. The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than fifteen (15) times in a 90-day period, a permanent identification badge must be obtained and paid for by the Consultant for all employees, subconsultants, agents and servants visiting or working on the project. A Transportation Worker Identification Credential (TWIC) must be obtained in order to be granted unescorted access in designated restricted areas. Badges must be renewed annually, and the fees, if applicable, paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604 or (954) 765-4225.

- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit.

- C. The Federal Government has instituted requirements for a TWIC for all personnel requiring unescorted access to designated secure areas within Port Everglades. The Consultant will be responsible for complying with the applicable TWIC requirements. For further information, please call (866) 347-8371, or go online to <https://universalenroll.dhs.gov/twic-home>.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

June 14, 2023

Mr. Richard Tornese, P.E.
Broward County Public Works
Engineering Division
1 North University Drive, Suite # 300B
Plantation, Florida 33324

Contract No.: G-2L77
Re: County Incentive Grant Program (CIGP) Agreement
FM #: 446201-1-54-01
Description: Construction and Construction Engineering Inspection (CEI) services of a 2-lane Port Everglades by-pass road: Spangler Blvd. from east of SR-5/US-1/SR-A1A to Eisenhower Blvd. and Eisenhower Blvd. from Spangler Blvd. to North of SE 20th Street

Dear Mr. Tornese:

Enclosed please find a copy of a fully executed County Incentive Grant Program Agreement for the above referenced project. Also included is a copy of the Commission Meeting Minutes on June 6, 2023, in which the CIGP Agreement referenced above was approved. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos Kennedy

Leos A. Kennedy, Jr.
Program Management Unit
District Four

enc: CIGP
copy: District Financial Services
Leos A. Kennedy, Jr., Project Manager
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/22

FPN: <u>446201-1-54-01</u>	Fund: <u>CIGP</u>	FLAIR Category: <u>088572</u>
	Org Code: <u>55043010404</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>86</u>	Contract No: <u>G-2L77</u>	Vendor No: <u>F-596-000-531</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on June 14, 2023,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Broward County, ("Recipient").
The

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

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

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

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

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and CEI Services of a 2-lane Port Everglades by-pass road: Spangler Blvd. from Miami Road to Eisenhower Blvd. and Eisenhower Blvd. from Spangler Blvd. to North of SE 20th Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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

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

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$41,495,015.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$11,463,725.00 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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

7. Compensation and Payment:

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

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

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

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

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

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

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

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

8. General Requirements:

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

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

9. Contracts of the Recipient

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

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

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

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

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

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

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

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

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

shall

shall not

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

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

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

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

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

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

And

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

14. Indemnification and Insurance:

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

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

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

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

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

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

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

15. Miscellaneous:

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

16. Exhibits.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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

g. Exhibit and Attachment List

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

*Additional Exhibit(s): _____

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

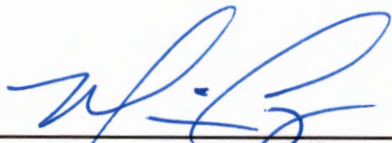
The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the RECIPIENT has caused this Agreement to be executed on its behalf this 14th day of June, 2023, by the Mayor or Vice Mayor, authorized to enter into and execute same by action of the Board on the 14th day of June, 2023, and the DEPARTMENT has executed this Agreement through its Director of Transportation Development for District 4, Florida Department of Transportation, this 14th day of June, 2023.

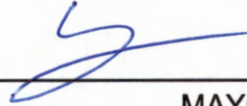
BROWARD COUNTY, FLORIDA

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners



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



MAYOR
14th day of June, 2023



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

Al A DiCalvo Digitally signed by Al A DiCalvo
Date: 2023.03.15 14:37:32 -04'01'

Al DiCalvo (date)
Senior Assistant County Attorney

Michael Kerr Digitally signed by Michael Kerr
Date: 2023.03.16 07:23:26 -04'00'

Michael J. Kerr (date)
Deputy County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Alia E. Chanel
ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

DocuSigned by:
Steven Braun 06/13/2023 | 10:03 PM EDT
BY: _____
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

NAME: Alia Chanel

DISTRICT 4

LEGAL REVIEW:

DocuSigned by:
Francine Steelman
BY: _____
OFFICE OF THE GENERAL COUNSEL
Francine Steelman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446201-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

BROWARD COUNTY (the Recipient)

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: PROJECT LENGTH: .974 MILES

PROJECT DESCRIPTION: Construction and CEI Services of a 2-lane Port Everglades by-pass road: Spangler Blvd. from Miami Road to Eisenhower Blvd. and Eisenhower Blvd. from Spangler Blvd. to North of SE 20th Street

The County shall perform services including, but not limited to the following:

A. ROADWAY

- 1) Construct new 2-lane two-way Port Everglades By-Pass Road.
- 2) Widening existing road including base and sub-base.
- 3) Construct new traffic circle for better traffic circulation
- 4) Construct curb and gutter.
- 5) Construct sidewalk along south side of Spangler Boulevard.

B. DRAINAGE

- 1) Provide drainage system for proposed roadway and bridge.
- 2) Modify existing drainage system including inlets and pipes.
- 3) Remove existing drainage in conflict with proposed improvement.

C. BUILDING

- 1) Remove railroad office building, railroad scale buildings, security booths.
- 2) Install new security booths with rest room and storage/node room.

D. STRUCTURE

- 1) Construct new 2-lane two-way Multi-Span concrete bridge
- 2) Install standard concrete barrier walls with fence on top outside the bridge limit
- 3) Install standard noise wall on top of traffic railing within the bridge

E. ADA

- 1) Provide new crosswalks, sidewalks, ramps for compliance with ADA standards.

F. LIGHTING

- 1) Provide new street lighting for the proposed road and modify existing lighting as required to meet the standard.

G. MEDIAN

- 1) Modify median and construct traffic separator as required.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

H. MILLING AND RESURFACING

- 1) Mill and resurface, as required.

I. LANDSCAPING AND IRRIGATION

- 1) Modify median, landscaping and irrigation system

J. SIGNALIZATION

- 1) Replace existing span wire signal with mast arm signal at Spangler Boulevard at Eisenhower Boulevard.
- 2) Install new signal at Spangler Boulevard at Security Checkpoint,
- 3) Modify existing signal at Eisenhower Boulevard/Bypass Road at SE 20th Street.

K. SIGNING AND PAVEMENT MARKINGS

- 1) Provide Signing and Pavement Markings as per current Standard
- 2) Remove existing "Welcome to Port Everglades" overhead sign and replace with new.

L. CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- A) Construction to be completed by June 30, 2026

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: Per provision 10(d) of the Agreement, the Recipient is required to hire a Department prequalified contractor and CEI consultant firm for the Project. The CEI consultant cannot be the Engineering of Record (EOR) for the project. The Department will not execute this Agreement until the 100% signed and sealed constructions plans, for the Project, have been approved and until all construction work is shown within the right of way. In addition, the Recipient will not be able to proceed with the actual construction of the Project, until the Department provides the Recipient with a Notice to Proceed (NTP).

The Deliverables for this agreement have not been determined. This Agreement will be amended to included "deliverables" once the project's pay items have been finalized.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: Broward County 1 North University Drive Plantation, Florida 33324		FINANCIAL PROJECT NUMBER: 446201.1.54.01			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (County Incentive Grant Program)	\$25,360,966.00	\$15,015,645.00	\$10,345,321.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2023	Maximum Department Participation (County Incentive Grant Program)	\$16,134,049.00	\$15,015,645.00	\$1,118,404.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2024	Maximum Department Participation (County Incentive Grant Program)	\$16,134,049.00	\$15,015,645.00	\$1,118,404.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
Total Construction Cost		\$41,495,015.00 100.00%	\$30,031,290.00 %	\$11,463,725.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$41,495,015.00	\$30,031,290.00	\$11,463,725.00	

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

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

Leos A. Kennedy, Jr.
District Grant Manager Name

DocuSigned by:
Leos Kennedy 06/14/2023 | 11:12 AM EDT
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and BROWARD COUNTY

PROJECT DESCRIPTION: Construction and CEI Services of the Port Everglades By-Pass Road

FPID#: 446201-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

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

***Award Amount:** \$11,463,725.00 (ELEVEN MILLION FOUR HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND NO CENTS)

*The state award amount may change with supplemental agreements

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

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

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

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

To: Leos.Kennedy@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL****G2L77****6/12/2023****CONTRACT INFORMATION**

Contract:	G2L77
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	BROWARD COUNTY BOCC
Vendor ID:	F596000531017
Beginning Date of This Agreement:	06/14/2023
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$11,463,725.00
Description:	Construction and CEI Services of a 2-lane Port Everglades by-pass road: Spangler Blvd from Miami Road to Eisenhower Blvd

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/12/2023**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010404
Expansion Option:	AC
Object Code:	751000
Amount:	\$10,345,321.00
Financial Project:	44620115401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088572/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$10,345,321.00

To: Leos.Kennedy@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL****G2L77****6/9/2023****CONTRACT INFORMATION**

Contract:	G2L77
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	BROWARD COUNTY BOCC
Vendor ID:	F596000531017
Beginning Date of This Agreement:	06/14/2023
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$11,463,725.00
Description:	Construction and CEI Services of a 2-lane Port Everglades by-pass road: Spangler Blvd from Miami Road to Eisenhower Blvd

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/9/2023**

Action:	Future Year
Reviewed or Approved:	*REVIEWED
Organization Code:	55043010404
Expansion Option:	AC
Object Code:	751000
Amount:	\$1,118,404.00
Financial Project:	44620115401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55150200
Category/Category Year:	088572/24
Amendment ID:	A001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	/04

Total Amount: \$1,118,404.00***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**



Broward County

County Commission

Regular Meeting Agenda

Tuesday, June 6, 2023

10:00 AM

Broward County Governmental Center
Room 422 (Commission Chambers)

MEETING OF JUNE 6, 2023

(Meeting will convene at 10 a.m.)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

PROCLAMATION

TUESDAY MORNING MEMO

CONSENT AGENDA

BOARD APPOINTMENTS

[22-1983](#)

1. MOTION TO APPROVE Board Appointments

[23-989](#)

- 1A. MOTION TO REAPPOINT Albert C. Jones to the Broward Regional Health Planning Council in the category of "Senior Healthcare Consumer." (Commissioner Ryan)

Attachments: [Additional Information - Agenda Item](#)

[23-990](#)

- 1B. A. MOTION TO APPOINT Corey T. Callaghan to the Urban Wilderness Advisory Board in the category of "professional degree or demonstrated knowledge and practical experience in 1 of 8 scientific fields (environmental science)."

B. MOTION TO APPROVE waiver of conflict under Section 112.313(7)(a), Florida Statutes for Corey T. Callaghan who holds an employment or contractual relationship with an entity that receives funds from Broward County. (Commissioner Ryan)

Attachments: [Additional Information - Agenda Item and Conflict Waiver](#)

23-1020

- 1C.** A. MOTION TO REAPPOINT the following advisory board members:
1. Phillip Kim to the Bicycling and Pedestrian Advisory Committee.
 2. Jonathan S. Frasher to the Broward Regional Emergency Medical Services Council.
 3. Jarvis Brunson to the Children's Services Board.
 4. Lawrence Martin to the Parks and Recreation Advisory Board.
 5. Joseph C. Carter III to the Parks and Recreation Advisory Board.
 6. Shaheewa T. Jarrett Gelin to the Small Business Development Advisory Board.
 7. Janice S. Hayes to the Affordable Housing Advisory Committee in the category of "Home Building Labor Representative."
 8. Lisa Feinstein to the Animal Care Advisory Committee in the category of "Licensed Broward Veterinarian."
 9. Jasmen Rogers to the Commission on the Status of Women in the category of "Not Required in District; Registered Voter."
 10. Christopher C. Hugley to the Consumer Protection Board in the category of "Registered Voter."
 11. Michaelle Valbrun-Pope to the Human Rights Board in the category of "Nonprofit Civil Rights Organization."
 12. Darryl M. Payne to the Living Wage Advisory Board in the category of "Non-Business Community."
 13. Douglas G. Beals to the Marine Advisory Committee in the category of "Registered Voter; Interest in Marine-Related Matters."
 14. Arby Barroso to the Medical Marijuana Advisory Board in the category of "Knowledge of Medical Marijuana outside of Florida."
 15. Mary Scofield-Phillips to the Pompano Beach Residential District Advisory Board in the category of "Resident of the Pompano Beach Residential District."

B. MOTION TO APPROVE waivers of conflict under Section 112.313(7)(a), Florida Statutes for Jonathan S. Frasher, Janice S. Hayes, and Joseph C. Carter III who hold employment or contractual relationships with entities that receive funds from Broward County. (Commissioner Rogers)

Attachments: [Additional Information - Agenda Item and Conflict Waiver](#)

23-1023

- 1D.** MOTION TO APPOINT Tina M. Teague to the Housing Finance Authority in the category of "Finance." (Commissioner McKinzie)

Attachments: [Additional Information - Agenda Item](#)

PUBLIC WORKS DEPARTMENT**HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION**

County Commission**Regular Meeting Agenda****June 6, 2023****23-636**

2. A. MOTION TO APPROVE Supplemental Agreement No. 1 to the State-Funded Grant Agreement between Florida Department of Transportation and Broward County, Financial Project No. 446201-1-34-01, for the design of the Port Everglades By-Pass Road, extending the term of the State-Funded Grant Agreement from June 30, 2023, to December 31, 2023, due to unforeseen site conditions discovered during design, with no additional cost to Broward County; and authorize Mayor and Clerk to execute same. **(Commission Districts 4 and 6)**

B. MOTION TO APPROVE State-Funded Grant Agreement between Florida Department of Transportation (FDOT) and Broward County, Financial Project No. 446201-1-54-01, providing grant funding for construction and construction engineering and inspection services for the Port Everglades By-Pass Road with FDOT agreeing to participate in the project cost up to a maximum amount of \$11,463,725, with FDOT's participation not to exceed 50% of the total cost of the project, and Broward County agreeing to bear all expenses in excess of FDOT's participation; authorize Mayor and Clerk to execute same; authorize the County Administrator or designee to take the necessary administrative and budgetary actions resulting from approval of the State-Funded Grant Agreement; and authorize the Director of Highway Construction and Engineering Division to approve any amendments to the Agreement that do not increase Broward County's financial obligations, subject to review by the Office of the County Attorney for legal sufficiency. **(Commission Districts 4 and 6)**

Attachments: [Exhibit 1 - Supplemental Agreement No. 1](#)
[Exhibit 2 - State-Funded Grant Agreement](#)

REAL PROPERTY SECTION**23-909**

3. MOTION TO APPROVE Third Amendment to the Facility Use Agreement between Broward County (County) and the State of Florida Department of Health-Broward (Department of Health) to remove the North Regional Health Center located at 601 West Atlantic Boulevard in Pompano Beach, Florida, from the list of County-owned facilities occupied by the Department of Health under the Facility Use Agreement; and authorize the Mayor and Clerk to execute same. **(Commission District 4)**

Attachments: [Exhibit 1 - Third Amendment](#)
[Exhibit 2 - Property Datasheet](#)

HUMAN SERVICES DEPARTMENT**COMMUNITY PARTNERSHIPS DIVISION**