

A G R E E M E N T
Between
BROWARD COUNTY
and
KEITH AND ASSOCIATES, INC.
for
CONSULTANT SERVICES FOR
EVERGLADES HOLIDAY PARK SITE IMPROVEMENTS
IN BROWARD COUNTY, FLORIDA
RLI # R1075503R1

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IN BROWARD COUNTY, FLORIDA

RLI # R1075503R1

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

KEITH AND ASSOCIATES, INC., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by the County Administrator, who is the representative of the Board of County Commissioners of Broward County, Florida concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor**: 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 Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 **County Attorney**: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.
- 1.9 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.
- 1.10 **Project**: Comprehensive design, permitting, bid, and construction phase services associated with site improvements at Everglades Holiday Park. The improvements include, but are not limited to, renovation, construction and/or reconstruction of boat docks, boat ramps, parking, buildings, and utility infrastructure.
- 1.11 **Subconsultant**: A firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof providing services to the County through the Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 COUNTY has budgeted funds for the Project. This Project is funded with County funds.
- 2.2 The Board has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a committee established by the Board, and this Agreement incorporates the results of such negotiations.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the phases set forth in Exhibit "A," attached hereto and made a part hereof, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to CONSULTANT to perform the work.

Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.

- 3.3 Exhibit "A" is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases or for additional services except as otherwise provided herein. COUNTY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If COUNTY and CONSULTANT cannot contractually agree, COUNTY shall have the right to immediately terminate negotiations at no cost to COUNTY and procure services for future Project phases from another source.
- 3.4 CONSULTANT shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) calendar days following receipt of payment from COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) calendar days following receipt of payment of retained amounts from COUNTY.

ARTICLE 4
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in Exhibit "A" within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services.
- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.
- 4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY 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 COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

- 4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5 In the event 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 a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.
- 4.6 "NOT USED"

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Amount Not-To-Exceed Compensation

Compensation to CONSULTANT, for performance of all Basic Services by Project Phase set forth below, further described in Exhibit "A," and required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$235,595.30 for Basic Services by Project Phase, up to a maximum amount not-to-exceed \$60,000.00 for Optional Services, , and up to a maximum amount not-to-exceed of \$30,537.50 for Reimbursables as described in Section 5.3, for a total maximum amount not-to-exceed of \$326,132.80. CONSULTANT shall perform all services designated as "maximum amount not-to-exceed" set forth herein for total compensation in the amount of or less than that stated above.

The maximum amount not-to-exceed compensation of \$235,595.30 for Basic Services by Project Phase shall be paid out pursuant to the project phasing specified in Exhibit "A" and in accordance with the percentage amount set forth below:

| Project Phase | Fee % | Fee Amount/Phase |
|---|--------------|-------------------------|
| Predesign Services | 39.50% | \$93,051.73 |
| Phase V: Bidding and Award of Contract | 4.15% | \$9,775.28 |
| Phase VI: Administration of the Construction Contract | 54.25% | \$127,824.29 |
| Phase VII: Warranty Administration and Post-Occupancy | 2.10% | \$4,944.00 |

5.1.2 Lump Sum Compensation

Compensation to CONSULTANT, for performance of all Basic Services by Project Phase, set forth below and further described in Exhibit "A" as payable on a "Lump Sum" basis, and required by this Agreement, shall not be more than a total lump sum of \$187,961.33. In addition, COUNTY agrees to pay CONSULTANT up to \$0.00 for Optional Services, and to reimburse CONSULTANT for Reimbursables up to a maximum amount not-to-exceed of \$0.00 as described in Section 5.3. The method of compensation for the Basic Services by Project Phase set forth below shall be "lump sum," which means CONSULTANT shall perform all Basic Services by Project Phase set forth herein for total compensation in the amount stated above. The total hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B." COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses or additional services, if any, unless otherwise stated in Article 5 and Article 6.

The lump sum compensation of \$187,961.33 for Basic Services by Project Phase shall be paid out pursuant to the project phasing specified in Exhibit "A" and in accordance with the percentage amount set forth below:

| Project Phase | Fee % | Fee Amount/Phase |
|---|--------------|-------------------------|
| Phase I: Schematic Design (30%) | 22.37% | \$42,054.34 |
| Phase II: Design Development (60%) | 32.91% | \$61,867.38 |
| Phase III: Construction Documents Development (90%) | 29.84% | \$56,081.56 |
| Phase IV: Construction Documents Development (100%) | 14.87% | \$27,958.05 |

5.1.3 Optional Services

COUNTY has established the amount set forth in Section 5.1.1 for potential Optional Services which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by COUNTY. A Work Authorization for Optional Services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum or combination thereof, applicable to that Work Authorization.

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed set forth in Section 5.1.1 for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

5.1.5 Salary Rate

The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B" and are further described in Section 5.2. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Article 5 and Article 6.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees as Salary Costs with no "markup." Likewise, CONSULTANT shall bill, with no markup, all other subconsultant fees using the employee categories for Salary Costs on Exhibit "B" as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.

5.1.6 Phased Payments

Payments for Basic Services by Project Phase shall be paid out pursuant to the project phasing specified in Exhibit "A" and in accordance with the percentage amount set forth in the tables contained in Sections 5.1.1 and 5.1.2. The retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein.

5.1.7 The dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to CONSULTANT, but does not constitute a limitation, of any sort, upon

CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

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 of 2.923, which consists of the following: 1) a fringe benefits factor of 30.15%; 2) an overhead factor of 135.60%; and 3) an operating profit margin of 10.00%, as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) calendar days after CONSULTANT's most recently completed fiscal year. The CONSULTANT certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Section 5.2. Subconsultants may be exempted from the FAR audit requirements of Section 5.2 upon application to, and written approval by, the County Auditor.

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 the CONSULTANT or any subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit.

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

5.2.4 The total hours payable by the County for any "exempt" or "non –exempt" personnel shall not exceed forty (40) hours in any week. In no event shall CONSULTANT be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit B, adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.

5.2.5 NOT USED

5.2.6 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request by CONSULTANT and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI the Consumer Price Index ("CPI") shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for CPI - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and the CONSULTANT.

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project and as not otherwise specified in Exhibit A, may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:

- a) Courier and express mail expenses approved by the Contract Administrator.
- b) Cost of printing, reproduction or photography which is required to deliver services set forth in this Agreement.
- c) Identifiable testing costs approved by Contract Administrator.
- d) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- e) Presentation boards and renderings pre-approved by the Contract Administrator.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

- 5.3.2 If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, the specific date that the work is performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to 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 Reimbursables, 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 Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which 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, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2

CONSULTANT shall submit billings which 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) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and 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 his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

5.5.2 Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, COUNTY shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to CONSULTANT at:

Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, Florida 33060

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. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion for CONSULTANT's performance of those additional services.

- 6.3 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.
- 6.4 CONSULTANT may, at Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit "A," Scope of Services, up to the maximum fee amount established for Optional Services under Article 5. Any Optional Services to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization," in accordance with this Article
- 6.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, CONSULTANT shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by Contract Administrator and a final amount for CONSULTANT's compensation shall be approved as follows:
- 6.4.1.1 Any Work Authorization that will cost COUNTY less than Thirty Thousand Dollars (\$30,000.00) may be signed by Contract Administrator and CONSULTANT, using the Work Authorization provided by COUNTY for that purpose.
- 6.4.1.2 Any Work Authorization that will cost COUNTY at least Thirty Thousand Dollars (\$30,000.00) but not more than \$100,000.00 may be signed by COUNTY's Purchasing Director, and CONSULTANT.
- 6.4.1.3 Work Authorizations within the Purchasing Director's delegated authority shall be prepared using the Work Authorization Form provided by COUNTY for that purpose. Any Work Authorization above the COUNTY's Purchasing Director's authority must be approved by Board and shall be prepared using the Work Authorization provided by COUNTY for that purpose.
- 6.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed (NTP) for those authorized Optional Services. CONSULTANT shall not commence such work until after receipt of the Contract Administrator's NTP.

- 6.4.3 Any charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by Contract Administrator, Purchasing Director, or Board as follows: Contract Administrator shall sign in instances where the cumulative total of the modifications (the amount approved in the original Work Authorization plus the modifications thereto) does not exceed Thirty Thousand Dollars (\$30,000.00). COUNTY's Purchasing Director shall sign in instances where the cumulative total of the modifications does not exceed the Purchasing Director's approval authority delegated by Board. Board shall sign in those instances where the cumulative total of the modifications exceeds the Purchasing Director's approval authority. Notwithstanding anything contained in this subsection, CONSULTANT's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval as outlined above.
- 6.4.4 All Work Authorizations issued by the Contract Administrator shall contain, as a minimum, the following information and requirements:
- 6.4.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.
 - 6.4.4.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of COUNTY is obtained. In the event COUNTY does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONSULTANT, the authorization shall be terminated, and CONSULTANT shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.
 - 6.4.4.3 A time established for completion of the work or services undertaken by CONSULTANT or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement.
 - 6.4.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
 - 6.4.4.5 Work Authorizations shall be dated, serially numbered, and signed.

- 6.5 As provided in Section 9.2, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by COUNTY for opportunities to include or increase CBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 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 design or construction of the Project.
- 7.2 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.
- 7.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8 INSURANCE

- 8.1 CONSULTANT shall, at its sole cost and expense, on a primary basis, maintain in force at all times during the term of this Agreement the minimum insurance coverage set forth in this Article, in accordance with the terms and conditions required by this Article.
- 8.2 Such policy shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. CONSULTANT shall be responsible for any policy deductibles. CONSULTANT shall specifically protect COUNTY by naming Broward County as an additional insured under the Commercial General Liability Policy as well as on any Excess Liability Policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 8.2.1 Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily

injury and property damage and Two Million Dollars (\$2,000,000.00) per aggregate without restrictive endorsements limiting or excluding coverage for:

Premises and/or Operations
Products/Completed Operations
Independent Contractors
Broad Form Property Damage
Broad Form Contractual Coverage applicable to this specific Agreement
Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Personal Injury

- 8.2.2 Business Automobile Liability Insurance only if a business auto is used in performance of services, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage without restrictive endorsements limiting or excluding coverage for:

Owned vehicles
Hired and non-owned vehicles
Employers' non-ownership
Scheduled vehicles (must be listed on the Certificate of Insurance)

- 8.2.3 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Policy shall include Employer's Liability with minimum limits of One Million Dollars (\$1,000,000.00) per accident.

- 8.2.4 Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) each claim and One Million Dollars (\$1,000,000.00) per aggregate, with an extended reporting period of two (2) years. Any deductible amount shall not exceed Fifty Thousand Dollars (\$50,000.00) for each claim. The Certificate of insurance shall indicate the policy deductible. Policy shall remain in force for two (2) years after the performance of services is completed.

- 8.3 CONSULTANT shall provide to COUNTY proof of insurance in the form of Certificates of Insurance and endorsements, Declarations pages, or policies evidencing all insurance required by this Article, including any subsection thereunder within fifteen (15) calendar days of notification of award. COUNTY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force until all performance required of CONSULTANT is completed and signed off by the COUNTY. All policies shall be endorsed to provide COUNTY with notice of expiration, cancellation, and/or

restriction. If any of the insurance coverage will expire prior to the completion of the work, renewal certificates shall be furnished upon expiration.

- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 8.5 If CONSULTANT uses a subcontractor, CONSULTANT shall ensure that subcontractor names COUNTY as an additional insured in the name of Broward County.

ARTICLE 9 EEO AND CBE COMPLIANCE

- 9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONSULTANT shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CONSULTANT to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

CONSULTANT shall include the foregoing or similar language in its contracts with any subconsultants, subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida

Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 9.2 The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONSULTANT agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. CONSULTANT acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program 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 if CONSULTANT concludes that the modification exceeds the authority of this section of this Agreement. 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.

The COUNTY shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Agreement price by ten percent (10%), for opportunities to include or increase the participation of CBE firms already involved in this Agreement. CONSULTANT shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

- 9.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONSULTANT understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONSULTANT agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 9.4:

| | |
|----------------|-----|
| Total CBE Goal | 26% |
|----------------|-----|

CONSULTANT may not terminate for convenience a CBE firm listed as a subcontractor in the CONSULTANT's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. 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 the Office of Economic and Small Business Development may review and verify the good faith efforts of CONSULTANT to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONSULTANT shall with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

- 9.4 In performing services for this Project, the Parties hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit "C"). Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
- 9.5 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to CONSULTANT's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONSULTANT's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.
- 9.6 CONSULTANT understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONSULTANT shall report monthly regarding compliance with its CBE obligations in accordance with Section 5.4 of this Agreement.
- 9.7 In the event of CONSULTANT's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONSULTANT:

- 9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.
- 9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONSULTANT, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONSULTANT and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.
- 9.7.3 Nothing under this Section 9.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.
- 9.8 Nonpayment of a CBE subconsultant, subcontractor or supplier as required by Section 3.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subconsultant, subcontractor or supplier. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.8 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor, or supplier.
- 9.9 If CONSULTANT fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) calendar days of the receipt of the written notice of termination. If applicable,

COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 TERMINATION

10.2.1 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) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) calendar days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of COUNTY by someone other than the Board who is duly authorized to do so, termination by COUNTY may be by action of the County Administrator or the COUNTY representative (including his or her successor) who entered in this Agreement on behalf of COUNTY. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. This Agreement may also be terminated for cause if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by the Board:

10.2.2.1 Upon the disqualification of CONSULTANT as a CBE by COUNTY's Director of the Office of Economic and Small Business Development if CONSULTANT's status as a CBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT;

- 10.2.2.2 Upon the disqualification of CONSULTANT by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONSULTANT in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the CBE contractual obligations;
 - 10.2.2.3 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT or such participant;
 - 10.2.2.4 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or
 - 10.2.2.5 If CONSULTANT is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.
- 10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for COUNTY's right to terminate this Agreement for convenience.
- 10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CONSULTANT shall be withheld by COUNTY

until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

10.3 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

10.3.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONSULTANT, its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent CONSULTANT is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONSULTANT, its subconsultants and subcontractors shall:

10.3.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services under this Agreement;

10.3.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.3.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

10.3.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONSULTANT to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

10.3.2 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its subconsultants and subcontractors. For each subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the subconsultant or subcontractor and the cumulative total of the payments made to the subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants and subcontractors that are related to this Project. All books, records, and

accounts of CONSULTANT and its subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

10.3.3 CONSULTANT and its subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. 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.

10.3.4 CONSULTANT shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.3.

10.4 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and 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 COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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.

10.5 SUBCONSULTANTS

10.5.1 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. Where CONSULTANT's failure to use subconsultant results in CONSULTANT's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof.

10.5.2 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 8 on CONSULTANT's subconsultants.

10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.5. COUNTY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without COUNTY's written consent.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.7 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its 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, and 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 for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

10.8 REPRESENTATIVE OF COUNTY AND CONSULTANT

10.8.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.8.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

10.9 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.10 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set

forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Richard Tornese, P.E., Director
Broward County Highway Construction and Engineering Division
One North University Drive, Box B300
Plantation, Florida 33324

FOR CONSULTANT:

Dodie Keith-Lazowick, President
Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, Florida 33060

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT's signature on this Agreement shall act as the execution of a truth-in-negotiation certificate stating that wage rates, unit costs, and any other representations supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates, unit costs, or any other representations. All such contract adjustments shall be made within one (1) year 365 calendar days following the end of this Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work, whichever is later.

10.13 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

10.15 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CONSULTANT shall also serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

10.16 PUBLIC ART AND DESIGN

CONSULTANT acknowledges that Broward County adopted Ordinance No. 95-20 establishing a Public Art and Design Program. The purpose of Ordinance No. 95-20 is to integrate art into capital projects and to integrate artists' design concepts into the overall project design. Artist(s) are selected by Broward County through an independent process and artist(s) will be funded by the Public Art and Design Program administered by the Broward County Cultural Affairs Division at the direction of the Broward Cultural Affairs Council through its Public Art and Design Committee.

CONSULTANT shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of the Project for the purpose of properly incorporating the artist's design(s) into the design of the Project. CONSULTANT shall notify the artist(s), in writing, of all design meetings and shall provide the artist(s) with a schedule of milestone dates. CONSULTANT may be requested to provide work space for the artist(s) during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan.

CONSULTANT's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section whether or not the compensation is specifically designated or identified.

CONSULTANT shall ensure that subconsultants, if any, will be made aware of Broward County's Public Art and Design Program and the possible requirement of working with the artist(s).

10.17 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of COUNTY. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of COUNTY.

10.18 THIRD PARTY BENEFICIARIES

Except as provided under Section 9.7, neither CONSULTANT nor COUNTY intend to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.19 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 related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.20 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, 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, company, corporation, individual or firm, 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. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.21 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.22 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.23 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.25 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to

herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.26 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF EITHER PARTY MAKES A MOTION OR REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT, THE PARTY AND THAT PARTY'S ATTORNEY MAKING THE MOTION OR REQUEST SHALL PAY THE OTHER PARTY IN EQUAL AMOUNTS A REASONABLE ATTORNEY'S FEE AND COURT COSTS FOR THE OTHER PARTY CONTESTING THE MOTION OR REQUEST FOR JURY TRIAL.**

10.27 INCORPORATION BY REFERENCE

The attached Exhibits A, B, C, C-1, and D are incorporated into and made a part of this Agreement.

10.28 RE-USE OF PROJECT

COUNTY may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, CONSULTANT will be paid a re-use fee to be negotiated between CONSULTANT and COUNTY's Purchasing Negotiator, subject to approval by the proper awarding authority.

Each re-use shall include all Basic Services by Project Phase and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use 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 re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

10.29 PAYABLE INTEREST

10.29.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.30 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

10.31 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

DOMESTIC PARTNERSHIP REQUIREMENT

[WHEN DETERMINED TO BE APPLICABLE TO SOLICITATION DOCUMENTS]

10.32 DOMESTIC PARTNERSHIP REQUIREMENT

CONSULTANT certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of CONSULTANT to comply shall be a material breach of the Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due CONSULTANT until CONSULTANT complies; (2) termination of the Agreement; and (3) suspension or debarment of CONSULTANT from doing business with COUNTY.

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

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

COUNTY

ATTEST:


BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

BY _____
Mayor
____ day of _____, 20____.

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  3/17/14
Signature (Date)

FRANK VASQUEZ - SPC III
Print Name and Title above

Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

By  3/18/14
Maya Moore (Date)

Assistant County Attorney
Michael J. Kerr
Deputy County Attorney

By  3/18/14

AGREEMENT BETWEEN BROWARD COUNTY AND KEITH AND ASSOCIATES, INC.
FOR CONSULTANT SERVICES FOR EVERGLADES HOLIDAY PARK SITE
IMPROVEMENTS IN BROWARD COUNTY, FLORIDA, RLI # R1075503R1

CONSULTANT

WITNESSES:

S Bravo
Signature

SANDRA BRAVO
Print/Type Name

Paula Voss
Signature

PAULA VOSS
Print/Type Name

By Dodie Kett-Lazewick
President / Vice President

DODIE KETT-LAZEWSKI
Print / Type Name

17 day of MARCH, 2014.

Professional Services Agreement

EXHIBIT A

SCOPE OF WORK

1.01 Project Description and Program

Keith and Associates has assembled a multi-disciplinary team including Keith and Associates (K&A) as the Lead/Prime consultant responsible for the overall team management, Engineering, Permitting, Landscape Architecture and Planning. The team includes:

- Atkins: Structural Engineering, Dock Design, Environmental Permitting, Lighting and Irrigation.
- Traf Tech: Traffic Engineering
- Cartaya & Associates: Architecture
- GFA: Geotechnical Engineering

1.01.01 The following paragraphs form a general description of the professional services required for the design and construction of new facilities. As such, it is not all inclusive and COUNTY does not represent that it is a complete inventory of the professional services necessary to achieve COUNTY's goals for the new facility. The following paragraphs represent COUNTY's minimum level of performance but do not limit the professional services that may be required during any project phase described herein.

1.01.02 Project Description

(A) Keith and Associates will provide comprehensive design, permitting, bid, and construction phase services associated with minor site improvements at Everglades Holiday Park. The improvements include renovation, construction and/or reconstruction of boat docks, boat ramps, parking, ancillary buildings, limited utility infrastructure, and other minor park related amenities and improvements.

(B) The Project Site is located at:

**21940 Griffin Road
Fort Lauderdale, Florida 33332**

2.01 Basic Services by Project Phase

2.01.01 CONSULTANT agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the project schedule (Attachment 1, Project Schedule, as attached to this Exhibit A), (C) complete those services that will deliver a facility (or facilities) within COUNTY's

established budget for the project (Attachment 3, Fixed Limit of Construction Cost, as attached to this Exhibit A).

- 2.01.02 CONSULTANT shall schedule and attend monthly, or more frequently if necessary, project review and coordination meetings with representatives of the Contract Administrator throughout the Conceptual Master Plan Design Phase and Phases I through IV of the Project. At each of these meetings, CONSULTANT and Contract Administrator shall review the Project's schedule, and scope along with CONSULTANT's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. CONSULTANT shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, CONSULTANT shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Contract Administrator's review. CONSULTANT shall not be entitled to claims for delays to the Project Schedule due to CONSULTANT's provision of such documents.
- 2.01.03 CONSULTANT and representatives of each subconsulting firm shall attend a Design Phase Kick-Off meeting which will be scheduled by the Contract Administrator at the beginning of each of the Project's phases. The Design Phase Kick-Off meeting will provide a forum for the entire project team to review project goals, continuing project issues, and review performance expectations for the respective phase of the project.
- 2.01.04 CONSULTANT and its designers shall attend periodic coordination meetings as scheduled by the Contract Administrator during the Conceptual Master Plan Design, Schematic, Design Development and Construction Documents Phases of the Project. These meetings will be scheduled to address and coordinate the layout, selection, specification and documentation of site and equipment items for the project. Members of COUNTY's using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.
- 2.01.05 As applicable, CONSULTANT, the Contract Administrator and the artist(s) selected by COUNTY shall attend periodic coordination meetings throughout the project as scheduled by the Contract Administrator to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.
- 2.01.06 CONSULTANT's services shall conform to Contract Administrator's specifications (as they may be made available to CONSULTANT), including but not limited to, Contract Administrator's Design and Materials Standards Manuals, and Contract Administrator's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern and CONSULTANT shall remain, as the Architect or Engineer of Record, responsible for the content and accuracy of CONSULTANT's documents generated for this project.

- 2.01.07 CONSULTANT shall keep Contract Administrator informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed and approved in writing by Contract Administrator prior to incorporation into the design or construction documents.
- 2.01.08 CONSULTANT shall cooperate with Contract Administrator by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Contract Administrator, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Contract Administrator accepts recommendations from Value Engineering and Constructability studies, CONSULTANT shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services by Project Phase.
- 2.01.09 CONSULTANT shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in Attachment 2, Electronic Media Submittal Requirements, below. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by CONSULTANT in writing for the consideration of the Contract Administrator.
- 2.01.10 Documents, electronic media and other materials submitted to Contract Administrator by CONSULTANT shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 2.01.11 CONSULTANT shall make complete document submittals at the various phases listed below. Incomplete or partial submittals may be requested in advance through the Contract Administrator and may be allowed only when CONSULTANT has received advance approval in writing by the Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to CONSULTANT unreviewed and unaccepted by the Contract Administrator and subject to any liquidated damages applicable as provided for elsewhere in this Agreement.
- 2.01.12 The CONSULTANT shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED-Certified Building and Site Development in all Project Phases as part of Basic Services by Project Phase. Professional services required for the achievement of any level of LEED certification through the USGBC as may be elected by the Contract Administrator for the Project will be provided under Optional Services

2.02 Conceptual Master Plan Design: (Pre-Design)

The following Conceptual Master Plan Design Services are described below.

2.02.01 CONSULTANT shall confer with representatives of the Contract Administrator to verify and confirm the scope of Conceptual Master Plan Design Services required for the Project; which shall include:

(A) Establishing a listing of Contract Administrator, Using Agency and other representatives who will be providing information or feedback to CONSULTANT during the programming process. Include in this listing the Representative's name, title, organization, address, phone, fax and e-mail address. CONSULTANT shall periodically review, update and distribute this list throughout this and subsequent Project phases.

(B) Establishing and verifying a chain of responsibility or decision making in COUNTY's project and functional organizations for use in later decision making during the programming process and subsequent design phases.

(C) Determining whether the Contract Administrator will provide a partial program for occupied spaces and obtaining such program(s) for CONSULTANT's use and integration into a single programming document for the entire project.

(D) The following is a list of elements to be provided by the Consultant as graphic exhibits for the Conceptual Master Plan. The CONSULTANT shall coordinate with the County staff in developing up to (3) three Conceptual Master Plan Designs based on the initial information provided to the team including the following elements:

- 1) New Parking lot area with site connectivity for both vehicles and pedestrians
- 2) Site lighting
- 3) Four regular boat ramps w/ staging docks adjacent to ramps
- 4) Two airboat launches
- 5) Courtesy docks for boaters loading/unloading
- 6) Boater pull-off area
- 7) Floating concrete docks (possibly transient docks for overnight dockage)
- 8) Fishing docks
- 9) Evaluate and upgrade fueling station
- 10) Boat house building - structural
- 11) Staging/waiting area shelter for airboats with photo booth/ticket counter building - structural
- 12) Utilize existing fish tournament weigh-in building
- 13) Boat house building
- 14) Boat trailer parking (150 spaces)
- 15) Car parking, (100 spaces)
- 16) Bus parking, (15 spaces)
- 17) Motorcycle Parking
- 18) Preliminary construction sequence

(E) Documentation of any existing structures and/or site improvements:

- 1) Locations on Survey
- 2) Photographic record
- 3) Inventory Properties

- 2) Key "vicinity" improvements and resources
- 3) Roads and transportation network (including both vehicular and pedestrian access)
- 4) Other Pending Projects in vicinity (Public and Private)

(F) Preliminary Municipal Research and Coordination including:

- 1) Preliminary Zoning Requirements
- 2) Site Plan Approval Process
- 3) Preliminary Building Code Requirements
- 4) Building Department Process
- 5) Permitting Requirements
- 6) Other Agency Coordination

(G) A preliminary projection of project requirements for special consultants, testing agencies, and other specialists as necessary for Conceptual Master Plan Design and programming activities as well as design and construction support to include:

- 1) Surveyors
- 2) Geotechnical Consultants
- 3) Environmental Consultants
- 4) Cost Estimators
- 5) Scheduling Consultants
- 6) Material Testing Laboratories
- 7) Security Consultant
- 8) Other Specialists and/or Design Professionals

(H) Documentation of the Site(s) External Restraints on Building Area, Shape and Height

- 1) Total lot dimensions and area.
- 2) Usable lot area.
- 3) Setback restrictions.
- 4) Other zoning restrictions.
- 5) Deed covenants, easements, and right-of-ways.
- 6) Existing construction.
- 7) Required Public Spaces.
- 8) General Topography and/or Design Professionals.

2.02.02 CONSULTANT shall analyze and document jurisdictional requirements related to concurrency or other regional/urban planning issues

2.02.03 CONSULTANT shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks.

2.02.04 Within the time frame established in Attachment 1, Project Schedule, CONSULTANT shall submit up to TEN (10) copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents, and decide which Conceptual Master Plan Design to finalize and provide

- written review comments to CONSULTANT within the time frames established on Attachment 1, Project Schedule. CONSULTANT shall modify and resubmit the Final Conceptual Master Plan to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above.
- 2.02.05 In addition to the required hard copy documents described above, CONSULTANT shall submit the final Contract Administrator approved programming documents on electronic media conforming to the Contract Administrator's Electronic Media Submittal Requirements (Attachment 2). The electronic media submittal shall include all text, drawings, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrator. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in TIFF, JPEG or other suitable electronic formats.
- 2.02.06 CONSULTANT shall process the accepted Final Conceptual Master Plan Design through a pre-application meeting/process with the local site plan/zoning reviewing agency and provide the reviewing agency's comments to the Contract Administrator.
- 2.02.07 CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrator review comments, and receipt of a written Notice to Proceed with the next phase.
- 2.02.08 CONSULTANT shall provide presentations of the project's Final Conceptual Master Plan to COUNTY's staff, using agencies or groups, and the public. CONSULTANT will update Conceptual Master Plan to address public comments as approved by the Contract Administrator and will provide plans for presentation back to the Stakeholder groups.
- 2.03 PHASE I - Schematic Design: (30%)**
- 2.03.01 CONSULTANT shall confer with representatives of the Contract Administrator to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.
- 2.03.02 CONSULTANT shall, prior to commencing Phase I design activities, inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Contract Administrator. Upon discovery of such differing conditions, CONSULTANT shall notify Contract Administrator. If no record (photographs and other written or graphic documentation) of existing facilities was made during Conceptual Master Plan Design, CONSULTANT shall:
- (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:

- 1) Power supplies, switch gear, breaker panels, and transformers.
- 2) Site drainage systems and water retention characteristics.
- 3) Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.
- 4) On site structures requiring demolition or other "unauthorized" use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

(B) Conduct site investigations and inspections. Access to concealed areas shall be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Contract Administrator.

2.03.03 In the event that CONSULTANT believes that the Project scope, schedule or budget is not achievable, CONSULTANT shall immediately notify the Contract Administrator in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

2.03.04 CONSULTANT shall prepare, submit and present for approval by the Contract Administrator a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

(A) "Project Transmittal Form" to accurately delineate the date of submittal and list each component document of the submittal.

(B) Concept Drawings. These documents shall be schematic drawings responding to the Conceptual Master Plan Design documentation and architectural program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials CONSULTANT may deem necessary to adequately communicate the project:

- 1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone (pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire protection/hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle (car, bus, motorcycle and boat trailer) and bike parking areas, electrical vault locations, accessibility for the disabled, service areas, loading docks, recreational boat ramps, fishing/loading docks, play areas, bus and vehicle loading zones, vehicular accessibility, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction and/or construction sequence, and preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.

- 2) Preliminary paving, grading, and drainage plans
 - 3) Building plans showing points of the compass, over-all dimensions, elevations, identity of each space and proposed door locations
 - 4) Landscape Concept Drawings indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.
- (C) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program.
- (D) A Project Development Schedule: CONSULTANT shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by the Contract Administrator. Such schedule shall show activities including but not limited to CONSULTANT efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to the Contract Administrator for approval within fifteen (15) calendar days of execution of this agreement. As a condition of payment, CONSULTANT will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of CONSULTANT's work will be complete. No subsequent payment shall be made if CONSULTANT has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Contract Administrator conducts its review promptly and does not withhold its approval unreasonably).
- 1) Include all activities known at this stage of the project's development for the entire project including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating COUNTY's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by COUNTY, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
 - 2) Prepare a preliminary construction sequencing plan that describes how the park will remain operational during the entire construction period.
 - 3) Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Basic Services by Project Phase.

- 4) CONSULTANT shall not be permitted to deviate from the milestones indicated on the Project Schedule (Attachment 1 of this Agreement) without specific written authorization from the Contract Administrator.

(E) The Statement of Probable Construction Cost: CONSULTANT shall submit to Contract Administrator for review and approval a schematic design phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid. If, in the Contract Administrator's sole opinion, the project merits a schematic design estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense.

2.03.05 CONSULTANT shall investigate and determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, Broward County Environmental and Growth Management Department, etc.) coordination required for the Project and, through the Contract Administrator, make applications for site plan and other review as appropriate to this phase of the project. CONSULTANT shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals. CONSULTANT, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project. CONSULTANT shall be responsible for attending and participating in design reviews conducted by the municipal, county or other jurisdictional agency and shall be responsible for responding in writing to all review comments generated in such reviews and providing revised and resubmitted documents as required by reviewing agencies in response to such reviews.

2.03.06 CONSULTANT shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment 1, Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within thirty (30) calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

2.04 Phase II - Design Development: (60%)

2.04.01 After written Notice to Proceed from Contract Administrator and based on the approved Schematic Design Documents and any adjustments authorized by the Contract Administrator in the Project Scope or Project Budget, CONSULTANT shall prepare, submit and present for approval by the Contract Administrator, Design Development Phase documents, comprised of the following:

(A) "Project Transmittal Form"

(B) Drawing and Specification Documents including, in addition to Phase I requirements, the following:

- 1) Civil site plan(s) showing, in addition to Phase I site survey requirements, parking areas, site vehicle and pedestrian circulation, landscaping, drainage, water retention ponds, water supply, fire protection system, and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
- 2) A statement, signed and dated by CONSULTANT or designated Subconsultant, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted.
- 3) Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.
- 4) Building plan(s) including, but not be limited to, the following:
 - a. Preliminary architectural plans
 - b. Building elevations
 - c. Preliminary Structural Drawings
 - d. Preliminary mechanical, electrical, and plumbing plans.
- 5) Landscape and Irrigation Drawings including preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any "special" landscape features. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept.
- 6) Boat ramp and dock locations and construction details
- 7) Outline specifications:
 - a. Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's 2004 (or later) edition of MasterFormat current on the date of execution of the Contract.
 - b. Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute's Manual of Practice (latest edition).
 - c. Complete for Divisions 2 through 16 documenting project decisions and giving general description of all finishes, materials, and systems including

civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

- d. Supplement (but do not replace) outline specification sections with "cut-sheets", product information, data, and samples as requested by Contract Administrator or as necessary to communicate CONSULTANT's design intent to the Contract Administrator.
- e. Provide content edited on a project specific basis for the project described in this agreement. Outline specifications reflecting Consultant's other or past projects submitted in an unedited or partially edited form obvious to the Contract Administrator will be returned un-reviewed to CONSULTANT. For any such returned outline specifications, CONSULTANT shall prepare and re-submit at no additional cost to COUNTY replacement outline specifications edited to specifically describe the project described in this agreement.

(C) CONSULTANT shall advise Contract Administrator of any adjustments to the Schematic Design Phase estimate of probable construction cost. If, in the Contract Administrator's sole opinion, the project merits a design development phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense.

(D) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.

(E) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

(F) A letter indicating, after coordination with the Contract Administrator (and other agencies at its direction), the extent of any known or suspected asbestos containing materials or other potentially hazardous materials (PCB's, groundwater contaminants, etc.) which might require mitigation by COUNTY prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.

2.04.02 Staff from each of CONSULTANT's major technical disciplines, and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the design concept and technical resolution of their respective building or site systems.

2.04.03 CONSULTANT shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time

frames established on Attachment 1, Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within thirty (30) calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

2.05 Phase III - Construction Documents Development: (90%)

2.05.01 After written Notice to Proceed from the Contract Administrator and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by the Contract Administrator, CONSULTANT shall prepare for approval by Contract Administrator and in accordance with the Contract Administrator's requirements for format and organization, 90% Construction Documents setting forth in detail the requirements for the construction of the Project. CONSULTANT is responsible for the full compliance of the design with all applicable codes.

2.05.02 **90% Construction Documents Submittal:** CONSULTANT shall make a 90% Construction Documents submittal, for approval by the Contract Administrator, which shall include five (5) sets of the following:

(A) "Project Transmittal Form"

(B) Drawings:

- 1) Site plan with legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Contractor facilities for use during execution of the Work.
- 2) Demolition Plans: Indicate required demolition activities.
 - a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
 - c. Include notes dealing with repair of existing areas as a result of demolition.
 - d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

- e. Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of COUNTY's existing facilities.
- 3) Building plans including:
 - a. Detailed architectural plans
 - b. Detailed structural plans
 - c. Detailed electrical, mechanical, plumbing plans.
- 4) Parking area plans
- 5) Location of pavement markings and signage for vehicular and pedestrian accessibility.
- 6) Boat ramp and dock locations and construction details
- 7) Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, parking areas, docks or any other areas pertinent to the drainage of rainwater.
- 8) Location of storm water and roof drainage systems, including catch basins, retention areas, piping, culverts, control devices and other system components.
- 9) Fire Protection and/or Utility Improvements Plan.
- 10) Parking lot lighting poles location, fixture type and photometrics plan.
- 11) Landscape plans including: a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth
- 12) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project
- 13) Location for manholes, handholes, pull boxes.
- 14) Storm water pollution prevention plan shows construction of Best Management Practices (BMPs) to prevent erosion and sedimentation control.
- 15) Layout of underground distribution systems (normal power, emergency power, fire alarm, master clock, intercommunication, computer networking,

television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).

- 16) Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
- 17) Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, shelters, accessory structures, signage and kiosks, planters, seating areas and other site furniture, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the project as determined by the Contract Administrator.
- 18) Phasing plans including:
 - a. Phasing to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.
 - b. A construction sequencing plan that describes how the park will remain operational during the entire construction period.

(C) Progress construction specifications:

- 1) Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents are not required.
- 2) Provide a preliminary Division 1 based upon the standard documents provided by the Contract Administrator and edited by CONSULTANT after consultation with the Contract Administrator to establish project specific requirements.
- 3) Include progress set of all other Sections in all Divisions with each section developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
- 4) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2004 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

- (D) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, COUNTY occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt chart) type schedule with milestones.
- (E) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the project have been addressed and/or corrected.
- (F) CONSULTANT shall make all changes to the documents as required by the Contract Administrator's review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during its review of the documents. The Contract Administrator will retain the documents submitted at this phase.

2.06 Phase IV - Construction Documents Development: (100%)

2.06.01 After written Notice to Proceed from the Contract Administrator and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by the Contract Administrator, CONSULTANT shall prepare for approval by Contract Administrator and in accordance with the Contract Administrator's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. CONSULTANT is responsible for the full compliance of the design with all applicable codes.

2.06.02 100% Construction Documents Submittal:

- (A) Upon 100% completion of the Construction Documents, CONSULTANT shall submit to the Contract Administrator five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by the Contract Administrator. The 100% construction documents shall conform to the Contract Administrator's requirements, all mandatory requirements cited by the Contract Administrator (or its designated reviewers). CONSULTANT shall, through the Contract Administrator, coordinate project specific requirements with other participating COUNTY review agencies (Office of Economic and Small Business Development, Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.
- (B) All documents for this phase shall be provided in both hard copy and in electronic media. The Contract Administrator will approve Phase III documents prior to submittal for permitting or bidding. Phase III contract documents shall be included with the Phase III submittal:

- 1) "Project Transmittal Form"
 - 2) Drawings: The drawings shall include, in addition to the Phase III 90% document requirements specified above, the following:
 - 3) Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
 - 4) Plans and details including, but not limited to:
 - a. Title sheet utilizing COUNTY's standard cover sheet format including a table of contents and statement of compliance by the architect and engineer(s) of record.
 - b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, CONSULTANT may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire project following the cover sheet.)
 - c. Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with COUNTY's Construction Management Division.
 - d. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
 - e. Civil/Structural sheets including paving; drainage; dock plans; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - f. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams, equipment, fan, fixture and other necessary schedules and drawing information.
 - g. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information.
 - h. Landscape Architecture, Irrigation, Interior Design, and other Subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.
- (C) Project Manual. CONSULTANT shall review and coordinate with the Contract Administrator regarding the preparation of the following:

- 1) The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other agreements necessary for construction of the project, including documents made necessary by the Bidding Method chosen by the Contract Administrator. However, in no case will CONSULTANT amend or delete items from these documents without prior written approval from Contract Administrator.
 - 2) A project specific set of Division 1 specifications based upon guide documents provided by the Contract Administrator (or, in the absence of Contract Administrator guide specification documents, from CONSULTANT's own specifications as previously coordinated with the Contract Administrator), including all schedules, lists and inventories as required to complete the Contract Administrator's guide documents including Contractor's submittal schedules, warranty schedules, salvage schedules, etc.
 - 3) Final specification sections for Divisions 2 through 16.
 - 4) Approved alternate bid items, if required and authorized by the Contract Administrator, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Contract Administrator in its sole discretion to accept or reject portions of the construction of the Project.
- (D) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
- (E) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.
- (F) If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, CONSULTANT shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to COUNTY).
- (G) If, in the Contract Administrator's sole opinion, the project merits a construction documents phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator
- (H) CONSULTANT shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Contract Administrator. Upon final approval by the Contract Administrator CONSULTANT shall furnish three record copies, duly signed and sealed by the

Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this project phase to the Contract Administrator without additional charge.

- (I) CONSULTANT shall, with the Contract Administrator's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project, including, but not limited to, , Broward County Highway and Construction and Engineering Division, Broward County Environmental Protection and Growth Management Department, Broward County Parks and Recreation Division, Broward County Traffic Engineering Division, Broward County Health Department, Florida Department Environmental Protection, South Florida Water Management District (SFWMD) – Right of Way permits, SFWMD – Environmental Resource Permit (ERP), US Army Corp of Engineers (ACOE) - Environmental Resource Permit (ERP), and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase V and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. CONSULTANT (and pertinent Subconsultants) shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
 - 1) CONSULTANT (and pertinent Subconsultants) shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. CONSULTANT shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the project.
 - 2) Any changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews shall be made by CONSULTANT (and pertinent Subconsultants) at no additional cost to COUNTY.
 - (J) Staff from each of CONSULTANT's major technical disciplines and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase II 60% and Phase IV (100%) Submittals.
 - (K) The Contract Administrator's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve CONSULTANT of any responsibility for their accuracy, adequacy and completeness.
- 2.06.03 Upon receiving and addressing comments from the permit agencies; 100% Construction drawings will be prepared. All documents for this phase shall be provided in both hard copy and in electronic media. The Contract Administrator will approve 100% documents prior to submittal for bidding.
- (A) "Project Transmittal Form"

(B) General Requirements:

- 1) Record Set. This submittal is the official record set and shall be the bid documents.
- 2) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by CONSULTANT and respective Subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the Florida Building Code and pertinent Broward County amendments thereto.
- 3) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- 4) Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

2.07 Phase V - Bidding and Award of Contract

- 2.07.01 **Bid Documents Approvals and Printing:** Upon obtaining all necessary approvals of the Construction Documents, approval by the Contract Administrator of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award phase of the project, CONSULTANT shall assist the Contract Administrator in obtaining bids and awarding construction contracts. Bidding and award of the construction contract will be procured through the County's Conventional Bidding process.
- 2.07.02 CONSULTANT shall assist the Contract Administrator in the preparation of bidding information (or information required to accommodate an alternative project delivery method as may be determined by the Contract Administrator). CONSULTANT will utilize the Contract Administrator's Standard Form Construction Documents (or a standard document provided by the Contract Administrator for alternative construction delivery) for this project and agrees to verify and utilize the latest edition of those documents at the time of Bidding. Any deviation from the Standard Form Construction Documents must be approved in advance by COUNTY's Office of the County Attorney.
- 2.07.03 CONSULTANT shall provide to the Contract Administrator two (2) reproducible copies of the bidding documents, including all drawings and specifications. The Contract Administrator will be responsible for printing the bidding documents. The Contract Administrator reserves the right to instruct CONSULTANT to have the bidding documents (including drawings and specifications) printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through CONSULTANT.

- 2.07.04 COUNTY will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders." The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at COUNTY's Purchasing Department or alternative location.
- 2.07.05 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Contract Administrator.
- 2.07.06 CONSULTANT shall attend pre-bid conferences as scheduled by the Contract Administrator.
- 2.07.07 CONSULTANT shall prepare addenda, if any are required, for the Contract Administrator to issue to all prospective bidders. No addenda shall be issued without the Contract Administrator's approval and if dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised and issued as addendum drawings.
- 2.07.08 CONSULTANT shall participate with Contract Administrator in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 2.07.09 CONSULTANT shall advise and consult with Contract Administrator in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between COUNTY and Contractor.
- 2.07.10 If the lowest responsive Base Bid received exceeds COUNTY's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct CONSULTANT to revise the Project scope or quality, or both, as approved by the Contract Administrator, and rebid the Project, or (D) suspend or abandon the Project.
- 2.07.11 Under Article 2.07.10(C) above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of CONSULTANT's responsibility in this regard and having done so, CONSULTANT shall be compensated in accordance with this Agreement. The Contract Administrator may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 2.07.10(C) above. The Contract Administrator agrees to discuss this issue with CONSULTANT prior to exercising this option.
- 2.07.12 CONSULTANT shall provide assistance to the Contract Administrator as necessary to alleviate bid protests or other impediments to award of the construction contract.
- 2.07.13 If, in the Contract Administrator's sole opinion, the project merits a bidding & award phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis

was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

2.08 Phase VI - Administration of the Construction Contract:

2.08.01 The Construction Phase will begin with COUNTY's award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Contract Administrator. During this period, CONSULTANT shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between COUNTY and the Contractor.

2.08.02 CONSULTANT, as the representative of the Contract Administrator during the Construction Phase, shall advise and consult with the Contract Administrator and shall have authority to act on behalf of the Contract Administrator within the limits established by this Agreement and the Contract Documents. CONSULTANT shall contemporaneously provide Contract Administrator with copies of all communications between CONSULTANT and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project within 24 hours of receipt or generation by CONSULTANT.

2.08.03 CONSULTANT and CONSULTANT's respective Subconsultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by CONSULTANT. In addition to the required weekly site visit, CONSULTANT shall make additional site visits as required to ascertain the progress and quality of the Contractor's installation or construction of key systems, assemblies and components, attend pre-installation conferences and other site meetings as established by the Contract Documents, and to assist the Contract Administrator as requested in other site related administration of the Contract. The Subconsultant(s) will be required to visit the site at least once a week when their respective portion of the work is in progress.

(A) CONSULTANT shall visit the site at least once per week on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. CONSULTANT shall coordinate the timing of these visits with the Contract Administrator's Representative so as to permit joint observations of the progress of the Work and discussions about Project issues. On the basis of on-site observations as a CONSULTANT, CONSULTANT shall keep Contract Administrator informed of the progress and quality of the Work. CONSULTANT shall promptly submit to Contract Administrator a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

(B) CONSULTANT shall, based upon its on-site visits, promptly report to the Contract Administrator any defects and deficiencies in the Work coming to the

attention of CONSULTANT and shall endeavor to guard COUNTY against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as COUNTY's staff, are undertaking inspection for or on behalf of COUNTY. CONSULTANT shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the Contract Administrator, replace personnel whom the Contract Administrator has found to be incompetent or to whom the Contract Administrator otherwise reasonably objects.

(C) CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 2.08.04 CONSULTANT shall at all times have access to the Work where ever it is in preparation or progress. CONSULTANT and the Subconsultants shall review and advise the Contract Administrator as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition the Contract Administrator may at its discretion require CONSULTANT and all Subconsultants to regularly submit additional written materials or forms to the Contract Administrator relating to or regarding the Project or its progress.
- 2.08.05 CONSULTANT shall assist the Contract Administrator in determining the amounts owing to contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as the Contract Administrator may request. The certification of a Certificate for Payment shall constitute a representation by CONSULTANT to the Contract Administrator, based on CONSULTANT's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of a Certificate for Payment shall not be a representation that CONSULTANT has made any examination, other than information which has come to CONSULTANT's attention, to ascertain how and for what purpose Contractor has used the moneys paid by COUNTY.
- 2.08.06 All interpretations and advisory decisions of CONSULTANT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter CONSULTANT shall endeavor to secure faithful performance by both COUNTY and Contractor, and shall not show partiality to either.
- 2.08.07 CONSULTANT shall have authority to recommend rejection of Work which does not conform to the Contract Documents. CONSULTANT shall not have authority to stop

- the Work without approval of the Contract Administrator. Whenever, in CONSULTANT's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, CONSULTANT may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but CONSULTANT shall take such action only after consultation with the Contract Administrator. CONSULTANT's monitoring of such additional special testing or inspection is a part of the Basic Services by Project Phase. Contract Administrator shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of CONSULTANT to Contractor or other third parties performing portions of the Work.
- 2.08.08 CONSULTANT shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within twenty (20) calendar days of receipt by CONSULTANT unless the Contract Administrator and CONSULTANT otherwise mutually agree.
- (A) CONSULTANT's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. CONSULTANT shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. CONSULTANT shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents.
- (B) Should Consultant have to reject more than two (2) submittals of shop drawings, product data, samples or other required Contractor submittal due to Contractor's non-compliance, then CONSULTANT shall be due additional services for each subsequent review. Fees for such additional services shall be negotiated by Contract Administrator as Optional Services with CONSULTANT according to Article 6 of the Agreement and for an hourly rate not to exceed the average hourly rate for all personnel specified in this Agreement's Exhibit "B", Salary Costs.
- 2.08.09 CONSULTANT shall coordinate with and assist the Contract Administrator concerning Contract Modifications including the development, review, recommendation for approval, and processing of Contract Price Element Adjustment Memoranda (CPEAM's), Change Orders and Amendments to the construction contract including COUNTY's or other jurisdictional authority's required review of such Contract Modifications for Code Compliance CONSULTANT shall:
- (A) Meet with the Contract Administrator prior to the preparation of CPEAM's, change order items or Amendments to ensure that proposed changes comply with applicable codes.

- (B) Reconcile CONSULTANT's analysis of proposed Change Order amounts with an analysis provided by the independent cost estimator and provide the Contract Administrator with a recommendation concerning the respective cost studies.
 - (C) Submit written and graphic information documenting proposed changes for formal review by COUNTY and municipal or other jurisdictional agencies for code compliance and any necessary permitting.
 - (D) CONSULTANT shall review and indicate concurrence through signing CPEAM forms, change orders and Amendments for COUNTY's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Contract Administrator. The Basic Services by Project Phase shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.
 - (E) CONSULTANT shall process, prepare and issue request for proposals and other contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 calendar days. CONSULTANT shall provide written notification to the Contract Administrator concerning those modification documents requiring more than 21 calendar days processing time with an attached explanation of the circumstances requiring longer processing time.
 - (F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of COUNTY.
- 2.08.10 CONSULTANT shall conduct thorough site observations, make recommendations and otherwise assist Contract Administrator in determining the dates of substantial completion and final completion, shall review, approve and forward to the Contract Administrator for the Contract Administrator's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, CONSULTANT shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. CONSULTANT shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. CONSULTANT and the Subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of COUNTY's personnel as required by the Contract Documents. CONSULTANT shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.
- 2.08.11 CONSULTANT shall review, approve and/or certify Contractor's submittal of as-built survey documentation, (including Computer Aided Design (CAD) and/or other

hardcopy or electronic media documents) as may be required by jurisdictional agencies with authority over the project.

- 2.08.12 CONSULTANT shall within sixty (60) calendar days of final acceptance provide the Contract Administrator with prints and electronic media copies of the original drawings, which CONSULTANT has revised to conditions based on information furnished by the Contractor (redlined prints and other "as-built" information) as Project Record Documents. The Contractor's original marked drawings shall be submitted to the Contract Administrator with the updated prints and electronic media files prepared by CONSULTANT. These prints and electronic media copies shall become the property of COUNTY. Submittal of these documents to the Contract Administrator is a condition of final payment to CONSULTANT. Electronic media shall comply with Attachment 1, Electronic Media Submittal Requirements below.

2.09 Phase VII - Warranty Administration and Post-Occupancy Services:

- 2.09.01 For one year following substantial completion of the Project, CONSULTANT shall assist the Contract Administrator, without additional compensation, in securing correction of defects, and shall in the eleventh month make inspections of the project with the Contract Administrator and report observed discrepancies to Contract Administrator and Contractor.

- 2.09.02 CONSULTANT, with Subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by COUNTY at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, CONSULTANT shall:

- (A) Assist the Contract Administrator in reviewing the built Project on site;
- (B) Participate in and assist COUNTY in conducting interviews with principal building occupants and users;
- (C) Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment and systems; the project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the project, the effectiveness of administrative and managerial procedures utilized by COUNTY, CONSULTANT and the Contractor, and recommendations concerning future design and construction of the same or similar building types.
- (D) Assist COUNTY in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.
- (E) Participate in presentations of the Post-Occupancy report as required to the Broward County Board of County Commissioners, County Administrator, the Contract Administrator and/or the public as required.

3.01 Optional Services:

- 3.01.01 The services listed below are normally considered to be beyond the scope of Basic Services by Project Phase as defined in this Agreement, and if authorized in advance by an appropriate written authorization, will be compensated for as provided under Article 5:

Any professional services as may be required for, and are related to the project, that are not otherwise provided for in this Agreement.

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Professional Services Agreement

EXHIBIT A

SCOPE OF WORK
ATTACHMENT 1: PROJECT SCHEDULE

Project No: R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park

The required project schedule milestones for this project are presented below. The duration times presented in the schedule reflect calendar days assigned to complete each task.

| Task Name | Duration |
|---|-----------|
| 2.02 Conceptual Master Plan | 142 Days |
| 2.03 Phase I Schematic Design (30%), 2.04 Phase II Design Development (60%) & 2.05 Phase III Construction Documents (90%-100%) 2.06 Construction Documents | 146 Days |
| 2.07 Bidding and Award of Contract | 270 Days |
| 2.08 Phase VII Administration of the Construction Contract | 365 Days |
| 2.09 Phase VIII Warranty Administration & Post Occupancy | 365 days |
| <hr/> | |
| TOTAL | 1288 days |

Professional Services Agreement

EXHIBIT A

SCOPE OF WORK
ATTACHMENT 2: ELECTRONIC MEDIA SUBMITTAL

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, COUNTY's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

(A) General Requirements:

- 1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by CONSULTANT shall be accomplished and developed using computer-aided design and drafting (CADD) and other software and procedures conforming to the following criteria.

(B) CADD Graphic Format:

- 1) Provide all CADD data in Autodesk, Inc.'s AutoCAD release 2004 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CADD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.
- 2) Target platform: Pentium IV personal computer with either a Windows XP or Windows 7 operating system.
- 3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the Contract Administrator's target CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CADD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of CONSULTANT to ensure this level of compatibility.
- 5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database.
- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

- 7) All database tables: conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

(C) CADD Standards:

- 1) Standard plotted drawing size: 24 inch x 36 inch sheets.
- 2) Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
- 3) Layering:
 - a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later, or as may be required by permitting agencies.
 - b. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.
- 4) Attribute Definitions:
 - a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
- 5) Submit a written request for approval of any deviations from the Contract Administrator's established CADD standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with COUNTY's uses and information systems.
- 6) No deviations from the Contract Administrator's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

(D) Non-CADD Graphic Format: Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

(E) Non-Graphic Format:

- 1) Provide word processing files in Microsoft Word 2002 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 2) Provide spreadsheet files in Microsoft Excel 2002 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

- 3) Provide database files in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

(F) Delivery Media and Format:

- 1) Submit copies of all CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2) Provide electronic digital data and files shall be provided on 5-1/4-inch ISO-9660 CD-ROM. Floppy discs, ZIP discs and other miscellaneous media will not be accepted.
- 3) The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD system.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.
 - d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. The sequence number of the digital media.
 - f. A list of the filenames.
- 5) Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Ensure that drawing sheets, viewports, paperspace, lineweights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
 - b. Make sure all reference files are attached without device or directory specifications.
 - c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.

- d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Document any fonts, tables, or other similar customized drawing element developed by CONSULTANT or not provided among the Contract Administrator-furnished materials. The contractor shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

(G) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing in the nonplot layer X-****-NPLT:
 - a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
 - c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d. Layer assignments and lock settings.
 - e. Text fonts, line styles/types used, and pen settings.

(H) Submittal:

- 1) Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit (e.g., disk, tape), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b. Brief instructions for transferring the files from the media.

- c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 1. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the plot file by the Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 - 2. Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 - 3. List of any deviations from the Contract Administrator's standard layer/level scheme and file-naming conventions.
 - 4. List of all new symbol blocks created for project, which were not provided to CONSULTANT with the Contract Administrator-furnished materials.
 - 5. List of any non-IGES crosshatch/patterns used.
 - 6. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to CONSULTANT with the Contract Administrator-furnished materials, and any associated properties.
 - 7. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - 8. Recommended modifications which will be necessary to make the data available for GIS use.
- (I) Ownership:
- 1) COUNTY will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
 - 2) Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any

purpose whatsoever without compensation to or approval from CONSULTANT except where otherwise limited within the Contract.

- 3) The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of COUNTY except where otherwise limited within the Contract.

(J) Contract Administrator-Furnished Materials to the Construction Contractor:

- 1) The Contract Administrator and CONSULTANT may make various electronic information available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, CONSULTANT shall make the following information available to the Contractor in electronic format:
 - a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of CONSULTANT's work in progress may be provided to the Contractor, Managing General Contractor, or other COUNTY consultant on an as required basis. CONSULTANT shall cooperate and facilitate the exchange of these electronic media documents.
 - b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - c. Where Electronic Project Record Documents are required, CONSULTANT will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on CD ROM media.

(K) Other Digital Information:

- 1) A variety of digital information may be generated by participants in the design process including the Contract Administrator, CONSULTANT, Subconsultants, Contractor, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
- 2) CONSULTANT shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

End of Attachment 2: Electronic Media Submittal Requirements

Professional Services Agreement

EXHIBIT A

SCOPE OF WORK

ATTACHMENT 3: FIXED LIMIT OF CONSTRUCTION COST

Project No: R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park

The Contract Administrator's Fixed Limit of Construction Cost (FLCC) for this project is as follows. CONSULANTS use of this FLCC is described within the Professional Services Agreement and its Exhibit "A," Scope of Work, for this project. The FLCC is subject to change at the Contract Administrator's discretion.

Fixed Limit of Construction Cost: 3.0 Million

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Professional Services Agreement

EXHIBIT B

SALARY COSTS

**Exhibit "B"
Salary Costs**

Project Number: RLI #R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park
Firm Name: **KEITH AND ASSOCIATES**

| POSITION / TITLE | MAX RAW HOURLY SALARY (\$/HR) | + | OVER- HEAD AT | + | FRINGE AT | + | PROFIT AT | = | MAX BILLING RATE |
|----------------------------------|--|---|--------------------|---|-------------------|---|----------------|---|---------------------|
| | | | 135.60% (\$/HR) | | 30.15% (\$/HR) | | 10% (\$/HR) | | (\$/HR) |
| Senior Project Manager/Principal | \$100.00 | | \$135.60 | | \$30.15 | | \$26.58 | | \$292.33 |
| Project Manager III | \$75.00 | | \$101.70 | | \$22.61 | | \$19.93 | | \$219.24 |
| Project Manager II | \$60.00 | | \$81.36 | | \$18.09 | | \$15.95 | | \$175.40 |
| Professional Engineer (PE) | \$70.00 | | \$94.92 | | \$21.11 | | \$18.60 | | \$204.63 |
| Engineer I | \$30.00 | | \$40.68 | | \$9.05 | | \$7.97 | | \$87.70 |
| Engineer II | \$40.00 | | \$54.24 | | \$12.06 | | \$10.63 | | \$116.93 |
| Engineer III | \$60.00 | | \$81.36 | | \$18.09 | | \$15.95 | | \$175.40 |
| CADD Technician | \$25.00 | | \$33.90 | | \$7.54 | | \$6.64 | | \$73.08 |
| Professional Surveyor (PSM) | \$50.00 | | \$67.80 | | \$15.08 | | \$13.29 | | \$146.16 |
| Surveyor I | \$30.00 | | \$40.68 | | \$9.05 | | \$7.97 | | \$87.70 |
| Surveyor II | \$40.00 | | \$54.24 | | \$12.06 | | \$10.63 | | \$116.93 |
| Survey Crew - 2 Man | \$38.00 | | \$51.53 | | \$11.46 | | \$10.10 | | \$111.08 |
| Survey Crew - 3 Man | \$54.00 | | \$73.22 | | \$16.28 | | \$14.35 | | \$157.86 |
| Senior Planner (AICP) | \$60.00 | | \$81.36 | | \$18.09 | | \$15.95 | | \$175.40 |
| Planner I | \$30.00 | | \$40.68 | | \$9.05 | | \$7.97 | | \$87.70 |
| Landscape Architect (RLA) | \$45.00 | | \$61.02 | | \$13.57 | | \$11.96 | | \$131.55 |
| Arborist (ISA) | \$45.00 | | \$61.02 | | \$13.57 | | \$11.96 | | \$131.55 |
| RPR Inspector I | \$25.00 | | \$33.90 | | \$7.54 | | \$6.64 | | \$73.08 |
| RPR Inspector II | \$35.00 | | \$47.46 | | \$10.55 | | \$9.30 | | \$102.31 |
| RPR Inspector III | \$45.00 | | \$61.02 | | \$13.57 | | \$11.96 | | \$131.55 |
| Administrative I | \$25.00 | | \$33.90 | | \$7.54 | | \$6.64 | | \$73.08 |
| Senior Utility Coordinator | \$50.00 | | \$67.80 | | \$15.08 | | \$13.29 | | \$146.16 |
| Utility Coordinator | \$40.00 | | \$54.24 | | \$12.06 | | \$10.63 | | \$116.93 |
| Utility Technician | \$25.00 | | \$33.90 | | \$7.54 | | \$6.64 | | \$73.08 |

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER: 2.923

Project Number: RLI #R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park
Firm Name: Atkins

| TITLE | RAW HOURLY SALARY (\$/HR) | + | OVER- HEAD AT 131% (\$/HR) | + | FRINGE AT 38% (\$/HR) | + | PROFIT AT 10% (\$/HR) | = | RATE (\$/HR) |
|---------------------|------------------------------------|---|-------------------------------------|---|-----------------------------|---|-----------------------------|---|-----------------|
| Sr. Project Manager | \$57.60 | | \$75.46 | | \$21.89 | | \$15.49 | | \$170.44 |
| Project Manager | \$55.37 | | \$72.53 | | \$21.04 | | \$14.89 | | \$163.84 |
| Sr. Engineer I | \$35.93 | | \$47.07 | | \$13.65 | | \$9.67 | | \$106.32 |
| Sr. Engineer II | \$44.70 | | \$58.56 | | \$16.99 | | \$12.02 | | \$132.27 |
| Sr. Engineer III | \$54.75 | | \$71.72 | | \$20.81 | | \$14.73 | | \$162.01 |
| Sr. Program Manager | \$69.38 | | \$90.89 | | \$26.36 | | \$18.66 | | \$205.30 |
| Program Manager | \$55.37 | | \$72.53 | | \$21.04 | | \$14.89 | | \$163.84 |
| Sr. Cost estimator | \$59.71 | | \$78.22 | | \$22.69 | | \$16.06 | | \$176.68 |
| Sr. Scientist I | \$31.39 | | \$41.12 | | \$11.93 | | \$8.44 | | \$92.88 |
| Sr. Scientist II | \$39.01 | | \$51.10 | | \$14.82 | | \$10.49 | | \$115.43 |
| Sr. Scientist III | \$47.73 | | \$62.53 | | \$18.14 | | \$12.84 | | \$141.23 |
| Project Director | \$75.98 | | \$99.53 | | \$28.87 | | \$20.44 | | \$224.82 |
| Sr. Field Inspector | \$34.95 | | \$45.78 | | \$13.28 | | \$9.40 | | \$103.42 |

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER:

2.960

Project Number: RLI # R1075503R1
Project Title : Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park
Firm Name: Cartaya and Associates Architects, P.A.

| POSITION / TITLE | MAX RAW HOURLY SALARY (\$/HR) | + | OVER- HEAD AT 116% (\$/HR) | + | FRINGE AT 42% (\$/HR) | + | PROFIT AT 10% (\$/HR) | = | MAX BILLING RATE (\$/HR) |
|---------------------|--|---|-------------------------------------|---|-----------------------------|---|-----------------------------|---|--------------------------------|
| Principal | \$58.12 | | \$67.64 | | \$24.20 | | \$15.00 | | \$164.92 |
| Architect | \$42.05 | | \$48.93 | | \$17.51 | | \$10.85 | | \$119.32 |
| Project Manager | \$32.00 | | \$37.24 | | \$13.32 | | \$8.26 | | \$90.82 |
| Senior CAD Operator | \$28.84 | | \$33.56 | | \$12.01 | | \$7.44 | | \$81.84 |
| CAD Operator | \$24.04 | | \$27.98 | | \$10.01 | | \$6.20 | | \$68.22 |
| Clerical | \$20.00 | | \$23.27 | | \$8.33 | | \$5.16 | | \$56.76 |

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER:

2.838

Project Number: RLI #R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park
Firm Name: FAE Consulting

| TITLE | RAW HOURLY SALARY (\$/HR) | + | OVER- HEAD AT 125% (\$/HR) | + | FRINGE AT 33% (\$/HR) | + | PROFIT AT 10% (\$/HR) | = | RATE (\$/HR) |
|----------------------------|------------------------------------|---|-------------------------------------|---|-----------------------------|---|-----------------------------|---|-----------------|
| Project Manager | \$41.00 | | \$51.45 | | \$13.34 | | \$10.58 | | \$116.37 |
| Electrical Designer | \$36.00 | | \$45.17 | | \$11.71 | | \$9.29 | | \$102.17 |
| Mechanical Designer | \$37.50 | | \$47.05 | | \$12.20 | | \$9.68 | | \$106.43 |
| Plumbing Designer | \$35.00 | | \$43.92 | | \$11.39 | | \$9.03 | | \$99.34 |
| Professional Engineer (PE) | \$100.00 | | \$125.48 | | \$32.54 | | \$25.80 | | \$283.82 |

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER: 2.838

Project Number: RLI #R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park
Firm Name: Traf Tech Engineering, Inc.

| TITLE | RAW HOURLY SALARY (\$/HR) | + | OVER- HEAD AT 148.09% (\$/HR) | + | FRINGE AT 24.97% (\$/HR) | + | PROFIT AT 9.50% (\$/HR) | = | RATE (\$/HR) |
|-------------------------|------------------------------------|---|--|---|-----------------------------------|---|-------------------------------|---|-----------------|
| Senior Traffic Engineer | \$53.00 | | \$78.49 | | \$13.23 | | \$13.75 | | \$158.47 |
| Registered Engineer | \$35.00 | | \$51.83 | | \$8.74 | | \$9.08 | | \$104.65 |

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER: 2.990

Professional Services Agreement

EXHIBIT C

LETTERS OF INTENT

CONSULTANT represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his/her knowledge.



Attachment "B" - Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN PROPOSER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

R1075503R1

Everglades Holiday Park Site Improvements

Proposer/Offeror Name: Keith and Associates, Inc.

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** FL **Zip:** 33060

Authorized Representative: Dodie Keith-Lazowick, President **Phone:** 954-788-3400

CBE Subcontractor/Supplier Name: Cartaya & Associates Architects, P.A.

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** FL **Zip:** 33060

Authorized Representative: Dodie Keith-Lazowick, President **Phone:** 954-788-3400

- A. This is a letter of intent between the Proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the Proposer/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 Proposer/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* | CBE Contract Amount† | CBE Percentage of Total Project Value |
|---|------------------------|----------------------|---------------------------------------|
| Civil Engineering, Surveying & Permitting | 541330, 541370, 541611 | | 50% |
| | | | |
| | | | |

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

CBE Subcontractor/Supplier Authorized Representative

(Signature) President 3/04/2013
(Signature) (Title) (Date)

Proposer/Offeror Authorized Representative

(Signature) President 3/04/2013
(Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that Proposer/offer include a dollar amount in its bid-offer.
In the event the Proposer/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.

CBE Letter of Intent July 2012



Attachment "B" - Letter of Intent CBE
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN PROPOSER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each CBE firm)

| | |
|-----------------------------|--------------------------------------|
| Solicitation Number: | Project Title: |
| R1075503R1 | Everglades Holiday Site Improvements |

Proposer/Offeror Name: Keith and Associates, Inc.

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** FL **Zip:** 33060

Authorized Representative: Dodie Keith-Lazowick, President **Phone:** 954-788-3400

CBE Subcontractor/Supplier Name: Traf Tech Engineering, Inc.

Address: 8400 N University Drive, Suite 309 **City:** Fort Lauderdale **State:** FL **Zip:** 33321

Authorized Representative: Joaquin Vargas, Transportation Engineer **Phone:** 954-771-2724

- A. This is a letter of intent between the Proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
 B. By signing below, the Proposer/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 Proposer/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* | CBE Contract Amount† | CBE Percentage of Total Project Value |
| Transportation Engineering Services | 541330 | | 5% |
| | | | |
| | | | |

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

CBE Subcontractor/Supplier Authorized Representative

| | | |
|--|-----------|------------|
| (Signature) | President | 03/04/2013 |
| (Title) | | (Date) |
| Proposer/Offeror Authorized Representative | President | 03/04/2013 |
| (Signature) | (Title) | (Date) |

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that Proposer/offer include a dollar amount in its bid-offer.
 In the event the Proposer/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.
 CBE Letter of Intent July 2012



Attachment "B" - Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN PROPOSER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each CBE firm)

Solicitation Number:

Project Title:

| | |
|------------|--------------------------------------|
| R1075503R1 | Everglades Holiday Site Improvements |
|------------|--------------------------------------|

Proposer/Offeror Name:

Keith and Associates, Inc.

Address: 301 East Atlantic Boulevard City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Dodie Keith-Lazowick, President Phone: 954-788-3400

CBE Subcontractor/Supplier Name: Cartaya & Associates Architects, P.A.

Address: 2400 East Commercial Boulevard, Suite 415 City: Fort Lauderdale State: FL Zip: 33308

Authorized Representative: Mario Cartaya, Principal Phone: 954-771-2724

- A. This is a letter of intent between the Proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the Proposer/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 Proposer/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* | CBE Contract Amount† | CBE Percentage of Total Project Value |
| Architectural Services | 541310, 541320, | | 5% |
| | 541330, 541340, | | |
| | 541410, 541430, | | |
| | 236118 | | |

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

CBE Subcontractor/Supplier Authorized Representative

Mario Cartaya President 03/04/2013
(Signature) (Title) (Date)

President 03/04/2013
(Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that Proposer/offer include a dollar amount in its bid-offer.
In the event the Proposer/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.
CBE Letter of Intent July 2012

Professional Services Agreement

EXHIBIT C-1

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: R1075503R1
Project Title: Everglades Holiday Park Site Improvements
Facility Name: Everglades Holiday Park

| No. | Firm Name | Discipline |
|-----|----------------------|--|
| 1. | Atkins | Structural, Dock Design, Environmental Permitting, Lighting and Irrigation |
| 2 | Traf Tech | Traffic Engineering |
| 3 | Cartaya & Associates | Architecture |
| 4 | GFA | Geotechnical Engineering |

Professional Services Agreement

EXHIBIT D

CERTIFICATE OF INSURANCE