



AGREEMENT BETWEEN BROWARD COUNTY AND

THOMPSON & ASSOCIATES, INC.

FOR:

**CONSULTANT ENGINEERING SERVICES FOR RECLAIMED WATER
TRANSMISSION SYSTEM**

RFP # R1372004P1



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**AGREEMENT BETWEEN BROWARD COUNTY AND THOMPSON & ASSOCIATES, INC. FOR
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RFP # R1372004P1

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Thompson & Associates, Inc., a Florida corporation ("Consultant") (collectively referred to as the "Parties").

WHEREAS, County desires to hire a Consultant to provide Consultant Engineering Services for Reclaimed Water Transmission System Expansion and related services when authorized as described in this Agreement; and

WHEREAS, Consultant represents that it is experienced in providing a full range of engineering services, for all engineering disciplines, during the preliminary design, design, and construction phases, to include design, permitting, negotiation and support related to the environmental regulations, preparation of construction contract documents, and engineering services during construction, related to the expansion of the reclaimed water transmission system; and

WHEREAS, County wishes to engage Consultant to provide professional engineering services for the reclaimed water transmission system expansion project; and

WHEREAS, negotiations pertaining to this Project were undertaken between County and Consultant, and this Agreement incorporates the results of said negotiations; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

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 **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.

1.2 **Consultant**: The engineering firm selected to perform the services pursuant to this Agreement.

1.3 **Contract Administrator**: The Director of Water and Wastewater Engineering Division, or Assistant Director of Water and Wastewater Engineering Division, who is the representative of the County 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.

1.4 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with County to perform the construction work for the Project.

1.5 **County Administrator**: The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.6 **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.

1.7 **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.

1.8 **Notice To Proceed**: A written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator, or designee.

1.9 **Project**: The expansion of the reclaimed water transmission system to serve Palm Beach County and North Springs Improvement District.

2.0 **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 authorized work.

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 County 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 with Consultant, 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, and other professional design and construction 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 the 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 the 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 additional negotiations may be required for subsequent phases or for additional services except as otherwise provided herein. County and Consultant may negotiate additional scope of services, compensation, time of performance, and other related matters for future phases of the Project. If County and Consultant cannot contractually agree, County shall have the right to immediately terminate negotiations at no cost to the County and procure services for future Project phases from another source.

3.4 Consultant shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) 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 said retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all its subconsultants, subcontractors, and suppliers.

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 a Notice to Proceed 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 and documents identified in Exhibit A for the Contract Administrator's review.

4.3. In the event that Consultant is unable to complete the above services because of delays resulting from untimely review and approval by County or other governmental authorities having jurisdiction over the Project, and such delays are not the sole fault of Consultant, Contract Administrator shall grant a reasonable extension of time for the completion of the services. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator 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 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 10.8, Indemnification of County.

4.6. In the event Consultant fails to complete the phases of services identified in Exhibit A on or before the applicable Time for Performance, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the phase:

Project Phase	Amount
Phase I – Design Development	\$250.00

These amounts are not penalties but are liquidated damages to County for Consultant's inability to proceed with, and complete, the phases of the Project in a timely manner pursuant

to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the respective phases within the applicable Time of Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

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 the performance of services identified in Exhibit A, and as otherwise required by this Agreement, shall be as follow: on a "Maximum Amount Not-To-Exceed" basis based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$2,084,267.44 for Tasks 9, 10, and 13. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for a total compensation in the amount of or less than that stated above.

5.1.2. Lump Sum Compensation. Compensation to Consultant for the performance of services identified in Exhibit A, and as otherwise required by this Agreement, shall be as follows: on a "Lump Sum" basis not more than a total lump sum of \$2,076,420.71 as further detailed below:

Description	Lump Sum Amount
Task 1, 3 thru 7 (Design related)	\$1,619,436.17
Task 2 (Project Management – Meetings and Coordination)	\$162,737.27
Task 8 (Contract Documents)	\$91,055.48
Task 11 (Permitting)	\$50,909.58
Task 12 (Bidding Documents)	\$90,431.76
Task 14 (Record Drawings)	\$61,850.45

5.1.3. Optional Additional Services. County has established an amount of \$40,000.00 for the performance of additional services identified in Task 15 of Exhibit A. Services provided under Task 15 shall be payable on a "Maximum Amount Not-To-Exceed" or "Lump Sum" basis, or combination thereof, based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under this task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Unused amounts of these Optional Additional Service monies shall be retained by County.

5.1.4. Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$136,894.93 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 employees categories are shown non Exhibit B and are further described in Section 5.2.

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 with no "markup". Likewise, Consultant shall bill, with no markup, all maximum not-to-exceed 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 fees shall be billed in the actual amount paid by Consultant.

5.1.6. (Intentionally left blank)

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 expense 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 which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin. 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) days after Consultant's most recently completed fiscal year.

If the certification for the most recently completed fiscal year is not available at the time of contracting, the certification shall be provided when it becomes available; provided, however, Consultant certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting. If applicable, Exhibit A shall be modified to reflect any reduction in the FAR audited overhead and fringe benefit rates from the rates provided at the time of contracting. The modified Exhibit B shall be effective retroactive to the date of execution of the Agreement, and if applicable, the Consultant shall reimburse the County for any overbilling.

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

5.2.2. Salary Costs for Consultant and subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A 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 per employee in any week. In the event the work requires Consultant's or subconsultant's personnel to work in excess of 40 hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one half of the employees hourly rate and in a manner consistent with Consultant's or subcontractor's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by Consultant or subconsultant then the additional hours are payable at no more than the employees regular rate.

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

5.3 Reimbursables. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit A expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable subconsultant expenses are limited as described herein when the subconsultant agreement provides for reimbursable 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, 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:

Thompson & Associates, Inc.
PO Box 22398
Fort Lauderdale, FL 33335

ARTICLE 6. 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 date for Consultant's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and Consultant arises 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, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

6.4 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 the 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 submitted by 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 maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Consultant shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile 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.

8.3 Within fifteen (15) days of notification of award, Consultant shall provide to County proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. County reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the County determines all performance required of Consultant is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time

period is stated in Exhibit D. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County 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 subconsultant or subcontractor, Consultant shall ensure that each subconsultant or subcontractor names "Broward County" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

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 Agreement. Consultant shall comply with all applicable requirements of the County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Consultant shall include the foregoing or similar language in its contracts with any Subcontractors, 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.

Failure by Consultant to carry out any of the requirements of this Section 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, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative

9.2 Consultant acknowledges that the Board, acting through the OESBD, 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.

County may add or increase the required participation of CBE firms under this Agreement in connection with any 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%) or more. 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 OESBD.

9.3 Consultant will meet the following CBE participation goal by utilizing the CBE firms for the following percentage of Services under this Agreement:

CBE participation goal	62%
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Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the OESBD 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 cause, Consultant shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the parties. Such substitution shall not be required in the event the termination results from County modifying the Scope of Services and there is no available CBE to perform the new Scope of Services, in which event Consultant shall notify County and the OESBD may adjust the CBE participation goal by written notice to Consultant. Consultant may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

9.4 In performing the services for this Project, the Parties hereby incorporate the list of 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). Promptly upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article 10. In addition, 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 OESBD, unless otherwise determined by the County Administrator. 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.

9.6 In the event of Consultant's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm

shall have the right to exercise any remedies as may be available as between the CBE firm and the Consultant.

9.7 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

9.8 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. 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.

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) 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) 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) days after the date of said written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, 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. 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) 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. The 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. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

10.3.1 Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;

10.3.2 Upon request from County, 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;

10.3.3 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 for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and

10.3.4 Upon completion of this Agreement, transfer to County, at no cost, all public records in its possession upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. 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 material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-0745, mmoscardini@broward.org, BROWARD COUNTY WATER AND WASTEWATER SERVICES ENGINEERING DIVISION, 2555 W. COPANS ROAD, POMPANO BEACH, FLORIDA 33069

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

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

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

Consultant shall, by written contract, require its Subconsultants and subcontractors to agree to the requirements and obligations of this Section.

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

10.5 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement

10.6 Subconsultants. 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 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. 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.

10.7 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 10.6. 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.

10.8 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.

10.9 Representative of County and Consultant. 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. Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct of the Project shall be addressed.

10.10 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.

10.11 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.

10.12 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:

Director, Broward County Water and Wastewater Engineering Division
2555 W. Copans Road
Pompano Beach, FL 33069

FOR CONSULTANT:
James F. Thompson, PE, President
Thompson & Associates, Inc.
PO Box 22398
Fort Lauderdale, FL 33335

10.13 Truth-In-Negotiation Certificate. Consultant's compensation under this Agreement is based upon representations supplied to County by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

10.14 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.

10.15 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.

10.16 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 Section 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 Section 21.31(a) of the Broward County Procurement Code.

10.17 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Contract Administrator. 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, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

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

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 and care related to its performance under this Agreement. None of Consultant's 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, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Consultant shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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

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

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 acknowledge 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 A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.27 Incorporation by Reference. The attached Exhibits A, B, B-1, 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 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 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 the preceding subsection 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 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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 President, 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 Elizabeth Plaska 1/4/17
Signature (Date)

By Angela F. Benjamin 1/4/17
Angela F. Benjamin (Date)
Assistant County Attorney

ELIZABETH PLASKA RISK ANALYST
Print Name and Title above

By Mike Kerr 1/4/17
Mike Kerr (Date)
Deputy County Attorney

AFB/hb
County Agreement.doc
11/02/16
#16-077.02

AGREEMENT BETWEEN BROWARD COUNTY AND THOMPSON & ASSOCIATES, INC., CIVIL
ENGINEERING FOR CONSULTANT SERVICES FOR CONSULTANT ENGINEERING SERVICES FOR
RECLAIMED WATER TRANSMISSION SYSTEM IN BROWARD COUNTY, FLORIDA, RFP #
R1372004P1.

FOR CORPORATION:

CONSULTANT

ATTEST:



Secretary

Darren L. Badore
Secretary

Thompson & Associates, Inc.
Name of Consultant/Firm

By 

President

James F. Thompson, PE
President

28 day of December, 2016.

EXHIBIT "A"
09/07/2016

SCOPE OF SERVICES
FOR
CONSULTANT ENGINEERING SERVICES FOR
RECLAIMED WATER TRANSMISSION SYSTEM

Consultant: **Thompson & Associates, Inc. (T&A Project No. 162007)**

BCWWS Project No: **100912 (9193) & 100981 (9257)**

RFP No: **R1372004P1**

1 PROJECT DESCRIPTION

1.1 Description: Design and Construction Support Services for a new Reclaimed Water Transmission System Expansion. The Reclaimed Water Transmission System Expansion will provide reclaimed water to Palm Beach County, BCWWS Project No. 100912 (9193) and North Springs Improvements District, BCWWS Project No. 100981 (9257).

1.2 The Purpose of Design Development, Permitting and Contract Documents. To provide complete final design plans for reclaimed water transmission system improvements and to obtain all necessary permit approvals required for the Project, consisting of approximately 59,900 LF of project corridor. The **Consultant** shall provide Construction Documents for the following recommended infrastructure improvements:

For the portion of the Reclaimed Water Transmission System serving the Palm Beach County, **Consultant** shall provide construction documents for the recommended 34,900 LF of 42" reclaimed water transmission system including pipe, fittings, and other appurtenances. This also consists of design improvements to surface and underground infrastructure in conflict with the proposed Reclaimed Water Transmission Main.

For the portion of the Reclaimed Water Transmission System serving the North Springs Improvement District, **Consultant** shall provide construction documents for the recommended 25,000 LF of 24" reclaimed water transmission system including pipe, fittings, and other appurtenances. This also consists of design improvements to surface and underground infrastructure in conflict with the proposed Reclaimed Water Transmission Main.

Other improvements include sidewalk restoration, roadway reconstruction, and landscaping restoration construction documents where necessary to accomplish the Reclaimed Water Transmission System improvements.

Consultant shall prepare two (2) bid packages for construction of these improvements, one (1) bid package per BCWWS Project Number. The design of such bid packages being performed concurrently, rather than one after the other.

1.3 Time of Performance: **Consultant** shall deliver for both segments of the Project, complete Final Design and Contract Documents, 455 calendar days after the **Notice to Proceed** is issued by **Contract Administrator**.

1.4 The Purpose of Bidding and Award: To solicit for and select construction contractors so that construction of **Project** may begin in a timely manner.

Automation: When requested, **Consultant** shall provide work products in an electronic format compatible with Broward County software standards, which include:

- Spreadsheets: Excel
- Schedules, Work Breakdown Structure: Microsoft Project 2016 for Windows
- Text: Microsoft Word
- Large database: dBase (Release 5.0) for Windows
- Design drawings: flat image file “.tif” format
- Design drawings: Adobe file “.pdf” format.
- Design Drawings: AutoCAD Civil 3D

2 PHASE I – PRELIMINARY DESIGN

2.1 Purpose of Preliminary Design Phase: To prepare a conceptual schematic design for the Reclaimed Water Transmission Main. Activities shall include evaluation of existing conditions, review of preliminary process design criteria, phasing, preparation of preliminary design level opinion of construction cost, preparation and submittal of a draft and final schematic design/report and coordination/review with **County**.

2.2 Kick-off Meeting / Design Preference Review: **Consultant** shall prepare for and participate in a Project kick-off meeting with **County** within ten (10) working days of the Notice to Proceed. The primary purpose of the meeting shall include but not be limited to establishing appropriate contacts for each major Project component, determination of the location and availability of data relating to the Reclaimed Water System route (i.e., record drawings, etc.) and discussion of a conceptual-level Project schedule. **Consultant** shall also review with **County** specific objectives of Project, and discuss design criteria and preferences of the Project, as well as any specific equipment preferences of **County**.

2.3 Basis of Design

2.3.1 Schematic Design Preparation

Following completion of the design preference site visit and review, **Consultant** shall prepare a schematic design. The design shall include but not be limited to the following:

- Identification of required large user connection points along with volume of water required for each user.
- A preliminary site layout showing the approximate locations of the proposed system along with any required utility adjustments, roadway restoration, and other major improvements.
- A discussion of any route and connection issues, and proposed improvements necessary to address such issues.
- A discussion of the proposed preliminary design for each major component, including design criteria, materials selections, recommended manufacturers, and specific recommended design features.
- A discussion of the Design outlining the design criteria for the proposed Reclaimed Water System. This discussion shall include applicable design standards and building codes, design loads, descriptions and properties of building materials, type of construction, soil foundation design parameters, existing site conditions, constructability issues (if any), and preliminary structural layouts of the proposed structures.
- A preliminary opinion of construction costs for the proposed improvements.
- An updated Project schedule.
- A review of permits required for construction of the Reclaimed Water Main System.
- A preliminary list of construction drawings and Project Manual Table of Contents.

Consultant shall prepare and submit eight (8) copies of the draft schematic design. **County** shall review the draft submittal, complete all **County** comments and be prepared to meet with **Consultant** to discuss comments within thirty (30) days of delivery of the draft to the **County**.

Following submittal of the draft schematic design, **Consultant** shall schedule a meeting with **County** to review the design and discuss any comments and/or questions from **County**. Following this review meeting and receipt of **County** comments on the design, **Consultant** shall proceed with completion of the schematic design and design report, addressing **County** comments. **Consultant** shall deliver ten (10) copies of the final design (schematic and report) to the **County**.

3 PHASE II – DESIGN

- 3.1 Purpose of Design Phase:** To prepare contract documents for a complete and functional **Project** that can be approved by permitting agencies under regulations in effect as of the date of the **Notice-to-Proceed** for final design. The **Consultant** is responsible for preparing the contract documents, with input from **Contract Administrator** on Owner preference items.
- 3.2 Contract Form:** **Consultant** will be provided with **County's** Standard Form Construction Contract so **Consultant** can prepare the contract documents. Maximum use of unit pricing in bid forms is preferred.

- 3.3 **CAD Format:** All construction contract drawings shall be prepared on a computer aided drafting system. It is anticipated that **Consultant** shall utilize aerial photographs in preparing base maps for this **Project**. At the end of final design, **Consultant** shall deliver the electronic version of the drawing in file formats compatible with **County's** system (AutoCAD "dwg", Adobe "pdf", flat image file "tif" format).
- 3.4 **Project Schedule:** Within 15 working days of receipt of first **Notice to Proceed**, **Consultant** shall provide to the **Contract Administrator** for approval, a conceptual critical path method schedule for completing the authorized scope of work. The activities shall be cost loaded and shall be the basis for measuring progress and compensation due. Appropriate milestones shall be identified. In addition to the paper reports, the schedules and updates shall be submitted in electronic format and shall be compatible with Microsoft Project.
- 3.5 **Quality Assurance/Quality Control:** **Consultant** agrees to develop a quality assurance/quality control (QA/QC) program for this Agreement that shall be continuous during all phases of the **Project**. The QA/QC program's objective is to minimize change orders during construction as defined in Part V of Chapter 21 of the Procurement Code of Broward County. The QA/QC program shall reflect the industry standard and cost-effective standards to ensure the work product conforms to the scope, and that Project Documents minimize design errors and omissions. QA/QC is an integral part of every activity and shall not be billed as a separate task. **Contract Administrator** (or designee) may review all "comments" (at the **Consultant's** office) generated as part of the **Consultant's** QA/QC program. If the **Project** is selected for County Peer Review, the **Consultant** shall participate in the Peer Review as directed by the **Contract Administrator**.
- 3.6 **Project Estimate of Probable Cost:** As required herein, **Consultant** shall provide a **Project** estimate of probable cost. The estimate of probable cost shall include, but not be limited to, a detailed tabulation of all portions (i.e. water, sewer, drainage, roadway, sidewalk, landscaping) of **Project**, including engineering costs, permits, construction, construction administration, and land/easement acquisition.
- The accuracy of the construction portion of **Project** estimate of probable cost shall be as stated in each design phase submittal. **Consultant** shall determine the appropriate construction change order allowance and separately identify it in the project estimate of probable cost. The construction portion of the **Project** shall be divided into components similar to those that shall be used to verify Construction Contractor payment requests. **Consultant** shall provide construction estimate of probable cost at each review point of the Contract Documents for each bid package of the **Project**.
- 3.7 **Phase II Progress Meetings:** **Consultant** shall meet with **Contract Administrator** at least at monthly intervals to review and discuss **Project** progress and status, draft and final deliverables, schedule, cost, etc. Meetings required solely because of unsatisfactory performance by **Consultant** as determined by **Contract Administrator** shall be at no additional cost to **County**. **Consultant** shall provide

Contract Administrator a written summary of each communication with regulatory agencies, and minutes of meetings.

3.8 Team Cooperation: It is understood that this **Project** will require interim decisions. It is imperative that the entire Project Team, which includes the County that may be working on the **Project**, cooperates and shares information to ensure common understanding and keep the **Project** on schedule. To facilitate decision-making and information exchange, **Consultant** shall participate in working sessions at the **Consultant's** office with the Project Team. These working sessions are informal, and agendas and minutes are not required. **Consultant** shall prepare and distribute summary meeting notes to document significant events or decisions. It is understood that this cooperative effort is an integral part of each task and will not be billed as a separate task.

3.9 Completion of Phase II: Design shall be completed upon **Consultant's** incorporation of final comments of **Contract Administrator**, see Section 3.9.4.

3.9.1 Design to Fifty Percent (50%) Review Point: **Consultant** shall provide **Contract Administrator** with eight (8) copies of Construction Drawings when the composite level of completion of portions of **Project** reaches fifty percent (50%). This submittal shall take place one hundred (100) calendar days after the **Completion of Phase I**. **Consultant** shall provide a current **Project** estimate of probable cost. The desired accuracy of the construction portion of **Project** estimate of probable cost may be within 20% of the bid ultimately accepted by **County** for construction of **Project**.

Consultant shall meet with **Contract Administrator** to receive and discuss **Contract Administrator's** review comments. **Consultant** shall incorporate into the Contract Documents the review comments of **Contract Administrator** that **Consultant** deems appropriate. **Consultant** shall provide in writing the rationale for all **Contract Administrator's** comments not incorporated. The **County** shall make best effort within thirty (30) calendar days to review and provide its comments to **Consultant**.

3.9.2 Design to Ninety Percent (90%) Review Point: **Consultant** shall provide **Contract Administrator** with eight (8) copies of Contract Documents for **Project** at ninety percent (90%) level of final design completion, which includes both drawings and specifications. This submittal shall take place seventy (70) calendar days after the fifty percent (50%) submittal comments are received from **County**. **Consultant** shall provide a current **Project** estimate of probable cost. The desired accuracy of the construction estimate of probable cost may be within 15% of the bid ultimately accepted by **County** for construction of **Project**. **Consultant** shall meet with **Contract Administrator** to receive and discuss **Contract Administrator's** review comments. **Consultant** shall incorporate into the Contract Documents the review comments of

Contract Administrator that the **Consultant** deems appropriate. **Consultant** shall provide in writing the rationale for all **Contract Administrator's** comments not incorporated. The **County** shall make best effort within thirty (30) calendar days to review and provide its comments to **Consultant**.

3.9.3 Design to One Hundred Percent (100%): Review Point: **Consultant** shall provide **Contract Administrator** with eight (8) copies of 100% design Contract Documents for **Project** that is complete (including **Consultant's** quality control review) except for **Contract Administrator's** final review comments. This submittal shall take place sixty (60) calendar days after the ninety percent (90%) submittal comments are received from **County**. The documents shall contain a **Project** specific definition of "substantial completion" if **County** desires to take possession of part or the entire **Project** prior to final completion. At this time, **Consultant** shall provide **Contract Administrator** with written documentation on how substantial and final construction completion periods were determined. The periods shall be determined based upon permitting times, equipment and material delivery times, construction time, and other activities required by **Project**. The periods shall be specific to **Project** and not merely based on general guidelines. **Consultant** also shall provide a current **Project** estimate of probable cost. The desired accuracy of the construction estimate of probable cost may be within 10% of the bid ultimately accepted by **County**. **Consultant** shall meet with **Contract Administrator** to receive and discuss **Contract Administrator's** review comments. **Consultant** shall incorporate into the Contract Documents the review comments of **Contract Administrator** that **Consultant** deems appropriate. **Consultant** shall provide in writing the rationale for **Contract Administrator's** comments not incorporated. The **County** shall have thirty (30) calendar days to review and provide its comments to **Consultant**. The working drawings and specifications shall set forth in detail and shall prescribe the work to be done, the materials, quality of work, finishes and equipment required for the work and the necessary bidding information (collectively referred to as the "Contract Documents"). The **Contract Administrator** shall be kept informed, in advance and in writing, of any possible adjustments of the probable construction cost or completion schedules indicated by changes in scope, requirements and foreseeable market conditions. **Consultant** shall, in the preparation of the drawings and specifications, take into account all the prevailing codes and regulations governing construction in Broward County. Work to accomplish this includes, but is not limited to, the following:

- Prepare drawings and specifications for construction.
- Update and revise the probable cost of construction.

- **Consultant** shall assist **County** in filing the required documents for the approval of governmental authorities having jurisdiction over the **Project**.
- The Contract Documents shall be sufficiently complete and include sufficient detail to permit responsive bids be obtained.

The **Contract Administrator's** review and approval of the Contract Documents shall be as to concept only and shall not be deemed review and approval of the technical requirements or aspects thereof.

3.9.4 Final Check: **Consultant** shall provide five (5) checked sets of final Contract Documents incorporating **Contract Administrator's** comments and addendum to **Contract Administrator** for checking of resolution of **Contract Administrator's** comments before **Consultant** delivers the final design Contract Documents and addendum. This submittal shall take place fifty (50) days after the one hundred percent (100%) submittal is made. **Consultant** also shall provide five (5) copies of addendum that incorporates those changes made during final design. This submittal completes the obligations for both bid packages under the **Time of Performance** as defined in Section 1.3.

3.10 Consultant shall perform the following tasks for Phase II:

Task 1 Preliminary Investigation

Consultant shall provide the required observations and evaluation to determine the extent of existing facilities to be installed, replaced or upgraded. This task shall include, but not limited to, the following:

- Task 1.1 Determination of large user(s), connection points and required volume of reclaimed water to be delivered to each.
- Task 1.2 Determination of route for the installation of the Reclaimed Water Transmission Main.
- Task 1.3 Evaluation of pipe installation options, such as horizontal direction drill (HDD), micro-tunnel and jack and bore.
- Task 1.4 Evaluation of canal crossing options, i.e. subaqueous or aerial.
- Task 1.5 Determination of restoration requirements due to proposed Reclaimed Water Transmission Main improvements.
- Task 1.6 Evaluation of pipe material options.
- Task 1.7 Investigation of High Power Transmission Mains effects on the project route.

- Task 1.8 Investigation of existing 42" Raw Water Main crossing of Turnpike at Hillsboro Blvd.
- Task 1.9 Geotechnical borings to determine soil conditions and roadway restoration requirements
- Task 1.10 Coordination with existing utility agencies to compile location (horizontally and vertically) of existing facilities aboveground and underground within the project limits and obtain all utility as-built.

Task 2 Project Management - Meetings and Coordination

Consultant shall attend meetings for review and scheduling as required to include:

- Task 2.1 Meetings requested by Contract Administrator to discuss and update Project progress, schedule, environmental issues and status.
- Task 2.2 Meetings with other government agencies as requested by Contract Administrator.
- Task 2.3 Conduct Project site inspection with regulatory agencies.
- Task 2.4 Coordinate with regulatory agencies to determine permit ability requirements.

Task 3 Survey - Existing Conditions and Horizontal Control Plans

Consultant shall provide the required office and field services to obtain the field surveyed information. The surveying scope of services for this task shall include the following:

- Task 3.1 Survey location of all above ground and visible improvements within the Survey Limits defined for each Roadway and that portion lying within Quiet Waters Park. Establish a Baseline along the entire Route for future reference.
- Task 3.2 Field locate and map existing facilities delineated by others electronically or by soft dig methods in conjunction with geotechnical tasks.
- Task 3.3 Record the location of all utility locates and soft digs.
- Task 3.4 Measure cross-sections of route, obtained to 5 feet beyond Right-of-Way at 50-foot intervals.
- Task 3.5 Survey locations of existing trees, record DBH, type (common and Latin name) and condition.

- Task 3.6** Create Horizontal Control Plan. Utilize the Field Survey, Sectional information and recorded Subdivisions to build a base map land boundaries and rights-of-way relative to the projection: State Plane, Florida East Zone, NAD 83(90) HARN, US Survey Feet.
- Task 3.7** All Elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on either National Geodetic Survey or FDOT Benchmarks.
- Task 3.8** Conduct internal quality assurance procedures for review of Existing Conditions and Horizontal Control Plans.

Consultant shall show the location of existing utilities on design drawings based on accuracy of evidence obtained. However, **Consultant** cannot guarantee that all utilities will be located; **Consultant** shall verify utility locations identified by utility companies.

Task 4 Hydraulic Modeling

Consultant shall provide complete design services including the following:

- Task 4.1** Consultant shall first meet with the County to reconfirm reclaimed water delivery average and peak flow requirements at each connection point, reclaimed water demand timetables (by connection point where multiple connections serve a customer), minimum delivery pressure requirements, location of connection points, and related data as may be contained in the County's Reclaimed Water Supply Large User Agreements and supporting documentation received from the County which may not be contained in such agreements but required to update the model. Consultant shall prepare meeting minutes to document the data and direction received from the County.
- Task 4.2** Residential Reclaimed Water Peak Demand Factors and Usage Patterns – Consultant will review and utilize the peak demand factors and simulated diurnal operational patterns as presented in the Technical Memorandum entitled "Hydraulic Modeling of Reclaimed Water Transmission System – FINAL" dated February 3, 2016 for use in the updated hydraulic model. Consultant shall prepare a pre-modelling technical memorandum (TM) to summarize the updated assumptions for the County's review and approval. Consultant shall meet with the County to review assumptions and model setup prior to initiating model runs. Consultant shall prepare meeting

minutes to document final assumptions and proposed model scenarios.

- Task 4.3** **Develop Operational Control Strategies** – For each connection point, Consultant shall review and conceptualize monitoring and controlling the reclaimed water flow and pressure (for operational purposes) to balance demands against NRWTP Reclaimed Water Facility treatment and pumping system delivery capacity. Strategies for the transmission and delivery system shall be developed for the following planning horizons: 1) Near term (2020-2025), 2) Long term (2026+) and 3) Build Out. Consultant shall update hydraulic model from steady state to extended period simulation. Consultant shall perform hydraulic models for the three planning horizons to conceptualize monitoring and control scenarios over a representative 24 hour delivery cycle for the planned reclaimed water high service pumps (separate project) and piping system (as preliminarily designed under this project).
- Task 4.4** **Updated Hydraulic Modeling TM** - Based upon the updated model, Consultant shall prepare an update to the assessment presented in the TM entitled “Hydraulic Modeling of Reclaimed Water Transmission System – FINAL” dated February 3, 2016. The planning horizons, reclaimed water flows, peak flow factors and simulated diurnal operation as presented in the February 3, 2016 TM shall be utilized as the basis of the updated TM. The TM shall identify potential system deficiencies which may occur over time and potential alternatives and operational strategies the County could investigate further at a future point in time as actual Large User demands, seasonal and diurnal usage patterns clarify. Consultant shall prepare and electronically deliver a summary draft TM to document the model output and the developed operational control strategies.
- Task 4.5** **Review Meeting** – Consultant shall prepare meeting agenda and attend one meeting to review the draft TM with the County. Consultant shall deliver meeting minutes electronically.
- Task 4.6** **Final Hydraulic Summary TM** – Consultant shall incorporate the review comments into the hydraulic model and rerun the hydraulic model accordingly, if necessary, for up to three scenarios. Consultant shall update the TM and electronically deliver the final TM to

document the final model output and the developed operational control plan.

- Task 4.7 Additional Hydraulic Runs – Consultant shall prepare updates to the model for up to an additional four hydraulic delivery scenarios, if required. Consultant shall deliver a brief summary TM documenting the results of each additional hydraulic model run for each run that may be requested by the County.

Task 5 Design of Reclaimed Water Transmission Main

Consultant shall provide complete design services including the following:

- Task 5.1 Complete design of Reclaimed Water Transmission System.
- Task 5.2 Complete final design drawings for Reclaimed Water Transmission System (1" = 30' scale).
- Task 5.3 Prepare details for connection points for large users, future users and minor users including meter details, as necessary.
- Task 5.4 Determine phasing of connections to be made during construction.
- Task 5.5 Determine existing utilities to be relocated / replaced.
- Task 5.6 Provide information on design drawings for utility crossings and required utility adjustments.
- Task 5.7 Prepare specifications for construction of improvements.
- Task 5.8 Conduct internal quality assurance procedures and meet with independent consultant for peer review prior to 50 percent design and 90 percent complete design.
- Task 5.9 Calculate quantities and prepare estimate of probable cost for each design submittal required for this phase.

Task 6 Roadways and Sidewalks Design

In cases where the proposed Reclaimed Water Transmission System improvements will conflict with existing utilities, **Consultant** shall provide complete design services for restoration including the following:

- Task 6.1 Prepare final design drawings for roadway reconstruction, restoration and/or resurfacing where required (1" = 40' scale).

- Task 6.2 Prepare final design drawings for sidewalk restoration (1" = 40' scale).
- Task 6.3 Prepare roadway construction details.
- Task 6.4 Prepare sidewalk construction details.
- Task 6.5 Prepare pavement markings and signage (scale as appropriate).
- Task 6.6 Prepare specifications for construction of improvements.
- Task 6.7 Conduct internal quality assurance procedures and meet with independent subconsultant for peer review prior to 50 percent design and 90 percent complete design.
- Task 6.8 Calculate quantities and prepare estimate of probable cost for each design submittal required for this phase.

Task 7 Landscaping and Signage Design

In cases where the proposed Reclaimed Water Transmission System improvements will conflict with landscaping or signage, **Consultant** shall provide complete design services for restoration including the following:

- Task 7.1 Prepare final design drawings for replacement trees, sodding and irrigation using Broward County standards for all area within the Right-of-Way including medians and swales. (1" = 40' scale).
- Task 7.2 Establish required tree removals, relocations and replacement in accordance with Broward County Department of Environmental Protection and Growth Management Department, Florida Department of Transportation, City of Deerfield Beach, City of Pompano Beach and City of Coconut Creek, as applicable.
- Task 7.3 Prepare specifications for construction of improvements.
- Task 7.4 Conduct internal quality assurance procedures and meet with independent consultant for peer review prior to 90 percent complete design.
- Task 7.5 Calculate quantities and prepare estimate of probable cost for each design submittal required for this phase.

Task 8 Contract Documents

Consultant shall prepare the bid documents for submittal to Purchasing and the County Attorney's Office.

- Task 8.1 The Project will be "bid" separately in two (2) bid packages, one (1) for the portion of the Reclaimed Water Transmission System serving the Palm Beach County and one (1) for the portion of the Reclaimed Water Transmission System serving the North Springs Improvement District. A separate set of Contract Documents will be prepared for each of the two (2) Bid Packages. It is acknowledged that each set of Contract Documents for bidding will not be bid concurrently.
- Task 8.2 Consultant shall prepare Contract Documents including bidding documents, general and supplementary conditions, technical specifications and drawings that show the character and extent of Project.
- Task 8.3 Contract Administrator and Consultant shall determine the construction sequencing and restrictions during construction.
- Task 8.4 Consultant shall prepare complete technical specifications for the Project describing the work and approved materials and equipment.
- Task 8.5 Consultant shall prepare amended General Conditions, Supplemental Technical Specifications, addendum, and bid forms to be incorporated in County's Contract Documents.

Task 9 Public Awareness

Consultant shall assist **Contract Administrator** regarding public information as follows:

- Task 9.1 Attend meetings with stakeholders such as business owners, Broward County Parks & Recreation, City of Pompano Beach, City of Deerfield Beach, City of Coconut Creek, Florida Department of Transportation, Mass Transit, Neighborhood Associations or community groups, School Board of Broward County, as requested by the Contract Administrator.
- Task 9.2 Attend meetings and provide coordination as requested by the Contract Administrator during construction.
- Task 9.3 Public Involvement: Consultant shall attend weekly project meeting with the County and prepare meeting minutes. Consultant shall provide a Public Involvement Program, outlining each element of the public involvement process to the County within three (3) weeks of Notice-To-Proceed. This plan indicates the basic public involvement approach for the project.

The plan shall include:

- Prepare a database of businesses and other affected entities.
- Prepare project collateral brochures, flyers, fact sheets, notifications, letters, news articles and public notices.
- Respond to inquiries from stakeholders during construction.

Consultant shall provide all support necessary for the public involvement program. Public contact may include various involvement techniques such as: kickoff meetings and project information meetings. For any of the above type of meetings, the **Consultant** shall prepare and provide the following (consistent with the approved Public Involvement Program Statement): advertisement coordination / notification, presentation material, media releases, display advertisements, and general property owners meeting notification letters for **County** review and approval, meeting notification letters to elected and appointed officials and other interested parties, scripts for formal presentation, audio visual aids, briefing of **County** staff and other public officials prior to meeting to ensure thorough understanding of meeting objectives, all functional specialty personnel, meeting equipment set up and tear down, sufficient **Consultant** staff for one (1) hour before and after the scheduled meeting for interviews with the media and other public information tasks, response to identified issues via letter, newsletter, news release or other appropriate ways, news releases, for use three (3) to five (5) days prior to meeting, and meeting minutes, draft within forty-eight (48) hours and final minutes within seven (7) days.

Task 9.4 Complaint line maintenance: Consultant shall establish and maintain a 24-hour call line for project complaints. The phone line shall be monitored by a live operator from 9 am to 5 pm, Monday through Friday exclusive of Broward County holidays. All project complaints shall be replied to within 24 hours.

Task 9.5 Complaint verification: Consultant shall visit the complaint site and establish the validity of complaints. All valid complaints shall be entered into a complaint database and this information shall be coordinated with the contractor or other affected parties to ensure resolution of the

complaint.

- Task 9.6** Other tasks as required: Consultant shall develop public information materials including, but not limited to, mailers, door hangers and other materials required to communicate the project schedule. A log of each attempt to distribute information and responses received will be maintained. Consultant shall distribute the contractor's Traffic Impact Reports. Consultant shall respond as required to Commissioner requests. Consultant shall attend stakeholder meetings and prepare summary documentation of the meetings.

Task 10 Geohydrologic Testing Services

Consultant shall provide the following:

- Task 10.1** Review of the Broward County Environmental Protection and Growth Management Department (BCEPGMD) Semi-Annual Inventory Report of Contaminated Locations in Broward County, Florida (Current) to identify known sites of groundwater contamination that exist within one-quarter mile of the project.
- Task 10.2** Performance of a "windshield" survey to confirm the locations of the known contamination sites and to identify other potential sources of groundwater contamination that could be affected by the construction dewatering.
- Task 10.3** Interface with representatives of the Construction Contractor and his dewatering sub-contractor to determine the sequencing of the underground work, pre-drainage requirements for the work zones, the means and methods that shall be used to achieve the required pre-drainage and the staging of the dewatering.
- Task 10.4** Determine the pollutant locations which could be affected by the project dewatering and review of the case files for these facilities to establish the type of contamination that is present and the horizontal and vertical limits of the contaminant plume.
- Task 10.5** Characterization of the aquifer in which the dewatering will be performed to define the nature and thickness of its lithologic materials and such physical properties as permeability, storage coefficient and other hydraulic parameters. This shall be done using data obtained from available technical publications.
- Task 10.6** Utilization of simple flow models and the U.S. Geological

Survey three-dimensional, finite difference computer program to predict groundwater lowering caused by the proposed methods of construction dewatering and their potential for affecting movement of contaminant plumes.

Task 10.7 Where necessary, devise conceptual means and methods that may be deployed to reduce the potential for contaminant plume migration.

Task 10.8 Performance of computer analyses to identify the effectiveness of the measures identified in Task 10.5 for preventing movement of the contaminant plumes.

Task 10.9 Preparation of a conceptual dewatering plan that provides a detailed narrative of the means and methods to be used for groundwater lowering while not inducing pollutant transport from the contaminated locations. This plan shall include details of a program for monitoring of the groundwater lowering caused by the temporary dewatering and determination of groundwater quality at the monitoring locations both prior to and during the dewatering to confirm that no adverse changes indicative of contaminant plume movement are occurring.

Task 10.10 Aid the Construction Contractor in acquiring a BCEPGMD dewatering permit. Install monitoring wells as required by BCEPGMD provide testing and sampling of groundwater during construction dewatering as required by BCDPEP.

4 PHASE III – PERMITTING

4.1 General - Consultant shall be responsible for preparing and processing documents for permitting and assisting in obtaining approval from agencies having jurisdiction over this **Project**.

4.2 Approvals - Consultant shall be responsible for monitoring changes in agency approval requirements and to amend the schedule and documents/drawings accordingly. It is recognized by **Contract Administrator** that the period for obtaining permits is beyond the control of **Consultant** except for issues concerning **Consultant's** ability to respond to permitting agency requests for information.

4.2.1 Failure of Consultant to identify governmental authorities that have jurisdiction over **Project** at the time of scope preparation does not relieve Consultant from the responsibility to pursue the permit as described above.

4.2.2 At the time of the scope preparation, **Consultant** identified the following governmental authorities that have or may have jurisdiction over **Project**:

- Florida Department of Transportation
- Broward County Public Works Department
- South Florida Water Management District
- Broward County Health Department
- Florida Department of Environmental Protection
- Broward County Environmental Protection and Growth Management Department
- U.S. Corps of Engineers
- Broward County Water Management Division
- Municipalities of Pompano Beach, Deerfield Beach and Coconut Creek.

4.3 Consultant shall perform the following tasks for Phase III:

Task 11 Permitting

Consultant shall permit the **Project** separately for each Bid Package.

Task 11.1 **Consultant** shall prepare applications and such documents and design data as may be required so that **Contract Administrator** may apply for approvals of all such governmental authorities that have jurisdiction over **Project**. Identification of governmental authorities is the responsibility of **Consultant**. **County** shall pay all permit fees. **Consultant** shall assist in obtaining such approvals by participating in meetings, submissions, resubmissions and negotiations with such authorities. **Consultant** shall prepare a Governmental Authority Approval Schedule that lists the significant events for all regulatory agency and municipal government permits and approvals required to construct the **Project**. The schedule shall show time allocations for each listed event and the critical path of the permitting/approval process. The schedule shall be updated and submitted as revisions are warranted.

Task 11.2 If construction of **Project** requires a permit issued by a Building Official, **Consultant** shall apply for examination of plans pursuant to Florida State Statutes. **Consultant** shall make changes to Contract Documents as required by the Building Official at no additional cost to **County**. **Consultant** shall advise **Contract Administrator** of construction estimate of probable cost and schedule impacts caused by changes required by the Building Official. **County** shall pay any review fee charged by the Building Official.

Task 11.3 **Consultant** shall provide two (2) copies of the drawings to

the Broward County Parks and Recreation Division at 50% Review Point. **Consultant** shall obtain **Contract Administrator** approval if additional fees will be required for early review/approval of design by permitting agencies.

Task 11.4 **Consultant** shall provide a copy of the plans and technical specifications to any governmental agency (such as the Broward County Department of Health, Broward County Environmental Protection and Growth Management Department and local building departments) from which any approvals are required prior to the public notice for the Invitation to Bid.

5 PHASE IV – BIDDING AND AWARD

5.1. **Consultant** shall, following the **Contract Administrator's** approval of the Contract Documents and of the most recent Statement of Probable Construction Cost, assist **County** in obtaining bids or negotiating proposals and in awarding and preparing construction contracts. **County** may authorize bidding of Bid Packages prior to completion of the Contract Documents Phase. **Consultant** shall provide but not be limited to, the following:

- 5.1.1 Assist **County** in the preparation of bidding information. **Consultant** will be provided with a copy of the current **County** Attorney Form, (BCF #170) to be utilized in the development of the Contract Documents for this Project.
- 5.1.2 **Consultant** shall provide a copy of the plans and technical specifications to any governmental agency (such as the Broward County Department of Health and Broward County Environmental Protection and Growth Management Department) from which any approvals are required prior to the public notice for the Invitation to Bid.
- 5.1.3 Additional Bid Package Submittal - Agencies within **County** (the Office of Economic and Small Business Development, Risk Management Division, Purchasing Division, and the **County** Attorney's Office) have non-technical review responsibility for the Contract Documents for which they may have comments. **Consultant** shall assist **Contract Administrator** in this process by providing copies of Contract Documents, participating in meetings, submissions, resubmissions and discussions with these agencies. **Consultant** shall respond to those comments through **Contract Administrator** within fourteen (14) calendar days of receipt, unless a different time is agreed to by **Contract Administrator**.
- 5.1.4 **Consultant** shall make copies of the construction drawings and specifications available for purchase to potential bidders, subcontractors and suppliers.

5.2. **Consultant** shall perform the following tasks for Phase IV:

Task 12 Bidding Assistance

- Task 12.1 **Consultant** shall assist **County** in bidding each Section of the **Project**.
- Task 12.2 Reproduce and mail bid documents within three (3) calendar days of receiving a request and payment for documents. **Consultant** can charge a reasonable fee to potential bidders and others that request bid documents. **Consultant** will not charge **County** for bid document reproduction and delivery for bid documents for which payment was received from the potential bidders or others.
- Task 12.3 Conduct one (1) pre-bid conference and one (1) job walk-through, if necessary, prepare and distribute, as warranted, a technical/non-technical summary of each to all bidders and attendees within three (3) calendar days after the pre-bid conference and job walk-through.
- Task 12.4 Provide timely responses to the inquiries of prospective bidders by using written addenda. These queries and responses shall be documented and a record of each shall be transmitted to **Contract Administrator** on a same day basis. **Consultant** shall prepare and distribute necessary addenda as approved by the Purchasing Division and the **Contract Administrator**. **Consultant** shall provide **Contract Administrator** a construction estimate of probable cost and schedule impact for each addendum.
- Task 12.5 Within seven (7) calendar days of receipt of copies of bids, provided by **County**, evaluate the bids for technical completeness, full responsiveness to technical requirements and prices, including alternative prices and unit prices, and, if requested, shall make a written recommendation to **Contract Administrator** in regard to award of the contract. **County** shall evaluate non-technical bid requirements.
- Task 12.6 Provide six (6) sets of contract documents for execution by **County** and **Construction Contractor** within seven (7) calendar days of request by **Contract Administrator**.
- Task 12.7 Participate to the proportionate extent **Consultant** is responsible, if rebidding or protest hearings are required due to a direct action or lack thereof by **Consultant**, at no cost to **County**.

6 PHASE V – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

- 6.1 Separate Notice to Proceed - Contract Administrator** shall issue **Consultant** a separate **Notice to Proceed** for Construction Contract Administration Services.
- 6.2** The purpose of the Construction Contract Administration Services is to manage the construction of the **Project**. Construction Administration Services will commence with the award of the Construction Contract(s).
- 6.3** Duties and responsibilities of **Consultant** Resident Project Representative (RPR) and assistants who are acceptable to **Contract Administrator** shall include the following tasks for Phase V:

Task 13 Services During Construction

- Task 13.1** Serve as Consultant's and County's focal point for construction liaison with Construction Contractor, working principally through Construction Contractor's superintendent to provide assistance in understanding the intent of the Contract Documents. Ideally, all directions given to the Construction Contractor will be through the RPR.
- Task 13.2** Attend pre-construction conferences, progress meetings and other Project conferences and provide Contract Administrator with five (5) sets of 11" x 17" of plans and drawings.
- Task 13.3** Assist in obtaining from Contract Administrator additional details or information when required at the job site.
- Task 13.4** Conduct on-site observations/verification of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents. Inform Contract Administrator and Construction Contractor whenever RPR believes that any construction is unsatisfactory, faulty, defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. Consultant shall immediately inform Construction Contractor of any construction activities requiring a shop drawing submittal. Visually inspect, review, and determine suitability, method of storage, and substitution of materials, equipment and supplies delivered to the construction site.
- Task 13.5** Maintain a set of "as-built" drawings with notes and

annotations based on RPR's observations. Obtain from Construction Contractor measurements and notations on the plans to show field changes in construction and "as-built" conditions.

- Task 13.6** Verify that operating and maintenance procedures are available to Contract Administrator before equipment start-up and operator training is conducted by Construction Contractor as required by the Contract Documents and in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.
- Task 13.7** Accompany visiting inspectors representing public or other agencies having jurisdiction over Project and record the outcome of these inspections in the daily report.
- Task 13.8** Consider and evaluate Construction Contractor's suggestions for modifications in drawings or specifications. Conduct on-site observations and verifications of all conditions and situations which may or have lead to a Construction Contractor request for a modification of the contract. Notify the Contract Administrator in a timely manner of the impending request and an estimate of the cost and time impacts on the Project. Document conditions and situation necessitating the request for a Change Order.
- Task 13.9** Maintain at the job site orderly files for correspondence, meeting minutes, shop drawings and samples submission, reproductions of original construction contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the construction contract documents, progress reports, and other Project related documents. Advise Contract Administrator before scheduled major tests, inspections or start of important phases of construction.
- Task 13.10** Keep a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record the names, addresses and telephone numbers of Construction Contractor, subcontractors and major suppliers of materials and equipment. The form of daily diary shall be subject to the

approval of Contract Administrator.

- Task 13.11** Furnish Contract Administrator daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site. The form of daily reports shall be subject to the approval of Contract Administrator. Report shall be submitted on a bi-weekly basis.
- Task 13.12** Review shop drawings, Change Orders, and applications for payment with Construction Contractor for accuracy, completeness and back-up detail to include but not limited to verification of quantities, acceptability of work, percentage of activity completion, quantity of stored material, proper storage of material, deviations from the current, approved schedule.
- Task 13.13** During the course of construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Construction Contractor are applicable to the items actually installed.
- Task 13.14** Before issuance of a determination of substantial completion or final completion, participate in a joint inspection with Contract Administrator designees and prepare a list of items requiring completion or correction (punch-list) for approval by the Contract Administrator. Provide Construction Contractor with an approved copy of the punch list. Update punch-list as corrections are made. Participate in the final inspection.
- Task 13.15** Coordinate with Contract Administrator and Construction Contractor necessary shutdowns and interruptions of County's facilities.
- Task 13.16** Report to Contract Administrator as soon as possible the occurrence of any accident.
- Task 13.17** Photograph/video tape critical activities, key events, unsatisfactory performance, disputed activities and general construction progress. Photo/video will be labeled in a manner to clearly identify the significance of the photo/video (what, where, when, why, and who).
- Task 13.18** Provide informational notebook to Construction Contractor for the submittal of the Notice of Intent (NOI)

to FDEP in accordance with the National Pollutant Discharge Elimination System (NPDES) permit requirement and maintaining the Storm Water Pollution Prevention Plan on file at the construction site.

Task 13.19 Participate in weekly meetings with Construction Contractor and Contract Administrator's designee.

Task 13.20 Provide final certification as required by permitting agencies.

Task 13.21 Coordinate all geotechnical/material testing as required.

Task 13.22 Prepare final "as-built" drawings from information, signed and sealed by a Professional Surveyor, supplied by the Construction Contractor for each Bid Package to be "released". Final "As-built" drawings shall be signed and sealed by a Professional Engineer/Surveyor in the State of Florida.

Task 13.23 Provide "As-built" data in Broward County Water and Wastewater Services (BCWWS)/Broward County Water and Wastewater Engineering Division (BCWWED) AutoCAD format and one (1) set signed and sealed black line drawings.

Task 13.24 Conduct a site inspection within one (1) month prior to the end of the one (1) year warranty expiration, document site inspection in writing, and notify the Contract Administrator and Construction Contractor of any corrections necessary.

Task 13.25 Resident Project Representative:

- a. Shall not undertake any of the responsibilities of **Construction Contractor** or their subcontractors.
- b. Shall not advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the **Contract Documents**.
- c. Shall not advise on or issue directions about safety precautions and programs relating to the **Construction Contractor's** work.
- d. Shall not approve any interruptions or modification of **County's** facilities without the approval of **Contract Administrator**.

7 PHASE VI – POST CONSTRUCTION SERVICES. The purpose of the post construction services

phase is to assist the County with the transfer of as-built information related to the construction of the new facilities into an electronic media that maximizes the County's ability to utilize the information efficiently when the future need to do so arises.

Task 14 Re-draw As-built Drawings

Task 14.1 Consultant shall provide Record Drawings prepared by redrawing the Contract Documents utilizing the as-built information provided by the Construction Contractor. All survey fieldwork required to locate the required appurtenances shall be the responsibility of the Construction Contractor. The Record Drawings shall be prepared in conformance with the current BCWWS standards that require state plane coordinates for key elements and the removal of all original design information that does not reflect the as-built condition.

8 PHASE VII - OPTIONAL ADDITIONAL SERVICES

8.1 Consultant shall perform the following tasks for Phase VII:

Task 15 Additional Services

Consultant shall provide additional services, as identified by the Contract Administrator, which are related to but beyond the level of effort of the scope of work outlined above. Services provided under this Task shall be billed on an hourly or lump sum basis up to the specified amount as authorized by the Contract Administrator, subject to the limits set in the agreement. Services performed under this Task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator.

9 PROJECT ASSUMPTIONS

- 9.1 The existing hydraulic model for the reclaimed water pumping and transmission facilities will be provided by the County. Calibration is not included.
- 9.2 The design of the storage facilities is not included in this project. Provisions for future connections will be provided based on the locations determined under Task 4.
- 9.3 Planning and Zoning approval is not included.
- 9.4 Legal description of the sites shall be provided by COUNTY.
- 9.5 COUNTY shall provide a single version of the Front End documentation that can be modified electronically. Any changes to the standard language or format of the Front End required prior to Bid will be completed by COUNTY.

- 9.6 The Construction Period is anticipated to last approximately 24 months from the Contractor's construction Notice-to-Proceed to Substantial Completion.
- 9.7 The **CONSULTANT** shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor or any other person (except **CONSULTANT's** own employees, subconsultants or other agents) at the project site.
- 9.8 The **CONSULTANT** shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. **CONSULTANT** shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Construction Contract documents.
- 9.9 **COUNTY** shall pay all permitting fees required to permit the project.

Professional Services Agreement - THOMPSON & ASSOCIATES, INC.

EXHIBIT B

SALARY COSTS

Project No: R1372004P1
Project Title: Consultant Engineering Services for Reclaimed Water Transmission System
Facility Name: Broward County Water and Wastewater Services

	MAXIMUM HOURLY RATE	*	MULTIPLIER		=	MAXIMUM BILLING RATE
TITLE	(\$/HR)					(\$/HR)
PRINCIPAL	\$80.00		2.86			\$228.50
SENIOR ENGINEER	\$67.31		2.86			\$192.25
PROJECT MANAGER	\$67.31		2.86			\$192.25
ENGINEERING DESIGN MANAGER	\$65.00		1.00			\$65.00
PROFESSIONAL ENGINEER	\$50.00		2.86			\$142.81
GIS TECHNICIAN	\$60.00		1.00			\$60.00
ENGINEER IN TRAINING	\$26.44		2.86			\$75.52
FIELD ENGINEER/CEI INSPECTOR	\$35.00		2.86			\$99.97
SENIOR DESIGNER/TECHNICIAN	\$35.00		2.86			\$99.97
CAD TECHNICIAN	\$25.00		2.86			\$71.41
ADMINISTRATIVE ASSISTANT	\$25.00		2.86			\$71.41

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 118.77%
FRINGE (\$/HR) = HOURLY RATE X FRINGE% 40.89%
PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 10.00%

MULTIPLIER 2.86
MULTIPLIER (1099 Employees) 1.00

Professional Services Agreement - CRAVEN THOMPSON & ASSOCIATES, INC.

EXHIBIT B

SALARY COSTS

Project No: R1372004P1
Project Title: Consultant Engineering Services for Reclaimed Water
Facility Name: Broward County Water and Wastewater Services

	MAXIMUM HOURLY RATE	+	MULTIPLIER	=	MAXIMUM BILLING RATE
TITLE	(\$/HR)				(\$/HR)
PRINCIPAL	\$80.00		2.88		\$230.70
SENIOR ENGINEER	\$67.31		2.88		\$194.10
PROJECT MANAGER	\$67.31		2.88		\$194.11
ENGINEERING DESIGN MANAGER	\$65.00		2.88		\$187.44
PROFESSIONAL ENGINEER	\$50.00		2.88		\$144.19
GIS TECHNICIAN	\$60.00		2.88		\$173.03
ENGINEER IN TRAINING	\$26.44		2.88		\$76.25
FIELD ENGINEER/CEI INSPECTOR	\$35.00		2.88		\$100.93
SENIOR DESIGNER/TECHNICIAN	\$35.00		2.88		\$100.93
CAD TECHNICIAN	\$25.00		2.88		\$72.09
ADMINISTRATIVE ASSISTANT	\$25.00		2.88		\$72.09

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 116.22%
FRINGE (\$/HR) = HOURLY RATE X FRINGE% 45.94%
PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 10.00%

MULTIPLIER 2.88

Professional Services Agreement - HAZEN AND SAWYER

EXHIBIT B

SALARY COSTS

Project No: R1372004P1
 Project Title: Consultant Engineering Services for Reclaimed Water Transmission
 Facility Name: Broward County Water and Wastewater Services

	MAXIMUM HOURLY RATE	*	MULTIPLIER	=	MAXIMUM BILLING RATE
TITLE	(\$/HR)				(\$/HR)
Vice President	\$88.89		3.03		\$269.33
Associate Vice President	\$88.89		3.03		\$269.33
Senior Associate	\$83.46		3.03		\$252.89
Associate	\$70.73		3.03		\$214.32
Senior Principal Engineer	\$62.18		3.03		\$188.40
Principal Engineer	\$54.77		3.03		\$165.95
Engineer	\$75.00		3.03		\$227.25
Assistant Engineer	\$60.51		3.03		\$183.35
Senior Principal Scientist	\$51.80		3.03		\$156.95
Principal Scientist	\$54.37		3.03		\$164.75
Scientist	\$49.54		3.03		\$150.12
Senior Principal Designer	\$58.83		3.03		\$178.27
Principal Designer	\$47.08		3.03		\$142.66
Senior Designer	\$50.47		3.03		\$152.92
Principal Graphic Designer	\$42.58		3.03		\$129.02
Technical Typist	\$30.36		3.03		\$91.99
Technician	\$37.88		3.03		\$114.79

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 116.05%
 FRINGE (\$/HR) = HOURLY RATE X FRINGE% 59.84%
 PROFIT (\$/HR) = (RATE + OVERHEAD+ FRINGE) X PROFIT% 10.00%

Professional Services Agreement - BERMELLO AJAMIL & PARTNERS

EXHIBIT B

SALARY COSTS

Project No: R1372004P1
Project Title: Consultant Engineering Services for Reclaimed Water
Facility Name: Broward County Water and Wastewater Services

	MAXIMUM HOURLY RATE	X	MULTIPLIER	=	MAXIMUM BILLING RATE
TITLE	(\$/HR)				(\$/HR)
SENIOR ENGINEER	\$56.90		2.55		\$145.08
PROFESSIONAL ENGINEER	\$62.07		2.55		\$158.27
ADMINISTRATIVE ASSISTANT	\$25.86		2.55		\$65.94

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 90.42%

FRINGE (\$/HR) = HOURLY RATE X FRINGE% 41.38%

PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 10.00%

MULTIPLIER 2.55

Professional Services Agreement - DICKEY CONSULTING SERVICES, INC.

EXHIBIT B

SALARY COSTS

Project No: R1372004P1
Project Title: Consultant Engineering Services for Reclaimed Water
Facility Name: Broward County Water and Wastewater Services

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
PROJECT DIRECTOR	\$72.42		2.90		\$210.12
PROJECT MANAGER	\$39.33		2.90		\$114.11
DOCUMENT CONTROL	\$27.95		2.90		\$81.09
PROJECT COORDINATOR/QUALITY CONTROL	\$24.61		2.90		\$71.40
PROJECT COORDINATOR	\$23.00		2.90		\$66.73
ADMINISTRATIVE ASSISTANT	\$19.00		2.90		\$55.13

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 137.84%
FRINGE (\$/HR) = HOURLY RATE X FRINGE% 39.27%
PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 4.70%

MULTIPLIER 2.90

EXHIBIT B-1

REIMBURSABLES

Project No:	100912 (9193) & 100981 (9257)
Project Title:	Consultant Engineering Services for Reclaimed Water
Facility Name:	Broward County Water and Wastewater Services
<hr/>	
Reimbursables, Document Reproduction, Courier Services	\$21,157.97
Permit Fees	\$21,157.97
Subsurface Utility Locates and Test Holes	\$10,578.99
Geotechnical Testing	\$84,000.00
<hr/>	
Total	\$136,894.93

EXHIBIT C
LETTERS OF INTENT

Project No:	100912 (9193) & 100981 (9257)
Project Title:	Consultant Engineering Services for Reclaimed Water
Facility Name:	Broward County Water and Wastewater Services

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 subconsultants is true and correct to the best of our knowledge.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

(Form to be completed and signed for each CBE firm)

Solicitation Number: RFP # R1372004P1	Project Title: CONSULTANT ENGINEERING SERVICES FOR RECLAIMED WATER TRANSMISSION
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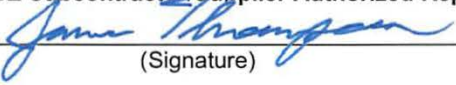
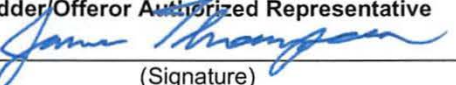
Bidder/Offeror Name: THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING
Address: PO BOX 22398 **City:** FORT LAUDERDALE **State:** FL **Zip:** 33335
Authorized Representative: JAMES F. THOMPSON, PE **Phone:** 954-761-1073

CBE Subcontractor/Supplier Name: THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING
Address: PO BOX 22398 **City:** FORT LAUDERDALE **State:** FL **Zip:** 33335
Authorized Representative: JAMES F. THOMPSON, PE **Phone:** 954-761-1073

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
DESIGN, PERMITTING, & CONSTRUCTION ADMIN	541330	\$ 2,665,286.99	61.45%

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

CBE Subcontractor/Supplier Authorized Representative		
	PRESIDENT	12/29/2016
(Signature)	(Title)	(Date)
Bidder/Offeror Authorized Representative		
	PRESIDENT	12/29/2016
(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 bidder/offer include a dollar amount in its bid-offer.

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: RFP # R1372004P1	Project Title: CONSULTANT ENGINEERING SERVICES FOR RECLAIMED WATER TRANSMISSION
---	---

Bidder/Offeror Name: THOMPSON & ASSOCIATES, INC., CIVIL ENGINEERING

Address: PO BOX 22398 City: FORT LAUDERDALE State: FL Zip: 33335
Authorized Representative: JAMES F. THOMPSON, PE Phone: 954-761-1073

CBE Subcontractor/Supplier Name: DICKEY CONSULTING SERVICES, INC.

Address: 1033 NW 6TH STREET City: FORT LAUDERDALE State: FL Zip: 33311
Authorized Representative: SHERYL DICKEY, PRESIDENT Phone: 954-467-6822

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
PUBLIC AWARENESS	541820	\$ 38,168.37	0.88%

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

CBE Subcontractor/Supplier Authorized Representative

 PRESIDENT 12/29/2016
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 VICE PRESIDENT 12/29/2016
(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 bidder/offer include a dollar amount in its bid-offer.

EXHIBIT C-1

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: 100912 (9193) & 100981 (9257)
Project Title: Consultant Engineering Services for Reclaimed Water Transmission System
Facility Name: Broward County Water and Wastewater Services

Number	Firm Name	Discipline
1	Craven Thompson & Associates, Inc.	Civil Engineering, Landscape Architecture and Survey
2	Hazen & Sawyer, PC	Civil Engineering and Hydraulic Modeling
3	Bermello Ajamil & Partners	Permitting
4	Tierra South Florida	Geotechnical Testing
5	Ground Hound Detection Services, Inc.	Utility Locates and Vacuum Test Holes
6	Dickey Consulting Services, Inc.	Public Relations

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

Project No: 100912 (9193) & 100981 (9257)
Project Title: Consultant Engineering Services for Reclaimed Water Transmission System
Facility Name: Broward County Water and Wastewater Services

Commercial General Liability Insurance

Combined single limit for body injury and property damage:
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence
\$2,000,000.00 (Two Million Dollars) minimum limits per aggregate

Business Automobile Liability Insurance

Combined single limit for body injury and property damage:
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence

Workers Compensation Insurance

In compliance with state statutes and all federal laws
Operations in Florida comply with Chapter 440 FSS as amended

Employers Liability Insurance

\$1,000,000.00 (One Million Dollars) minimum limits each accident

Professional Liability Insurance

\$1,000,000.00 (One Million Dollars) minimum limits each claim

Client#: 1053753

THOMPASS3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:														
INSURED Thompson & Associates, Inc. Civil Engineering PO BOX 22398 Fort Lauderdale, FL 33335	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety C</td> <td>19038</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Co. of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Casualty and Surety C	19038	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Travelers Indemnity Co. of Amer	25666	INSURER F:	
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INSURER D: XL Specialty Insurance Company	37885														
INSURER E: Travelers Indemnity Co. of Amer	25666														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	6605280P526	01/08/2016	01/08/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BA6E929506	01/08/2016	01/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CUP4283T294	01/08/2016	01/08/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB3770T037	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		DPS9805250	06/01/2016	06/01/2017	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

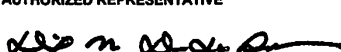
Professional Liability coverage is written on a claims-made basis.

REF: Reclaimed Water System Expansion-WWED

Professional Liability Retro Date is 06/01/2008. Broward County is an additional insured with respects to the General Liability Policy as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Broward County Attn: Pat MacGregor, WWED 2555 West Copans Rd Pompano Beach, FL 33069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01) 1 of 1
#S19127688/M18515862

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GITEW

Broward County Board of
County Commissioners

Bid R1372004P1

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury Property Damage Combined single limit Bodily Injury & Property Damage Personal Injury	\$1 mil \$2 mil	
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <i>*MAY BE WAIVED</i> <input checked="" type="checkbox"/> Hired <i>IF NO AUTO IS TO</i> <input checked="" type="checkbox"/> Non-owned <i>BE USED IN</i> <input checked="" type="checkbox"/> Scheduled <i>PERFORMANCE OF</i> <input checked="" type="checkbox"/> Any Auto <i>SERVICES</i>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	Chapter 440 FS (each accident) (each accident) Extended coverage period	STATUTORY \$ 500 k \$ 1 mil 3 years	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES REFERENCE: Reclaimed Water System Expansion-WWED			

CERTIFICATE HOLDER:
 Broward County
 2555 West Copans Road
 Pompano Beach, FL 33069
 Attention: Pat MacGregor, WWED

Revised 2015

Digitally signed by
 FRANCISCO VASQUEZ
 Date: 2015.07.24 09:07:39
 +0400

Risk Management Division