



**AGREEMENT BETWEEN BROWARD COUNTY AND HDR ENGINEERING, INC.
FOR CONSULTANT SERVICES FOR
DESIGN AND ENGINEERING SERVICES – PORT EVERGLADES SLIP 1 EXPANSION
(RFP #X1270003P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and HDR Engineering, Inc., a foreign corporation authorized to transact business in the state of Florida ("Consultant") (collectively referred to as the "Parties").

WHEREAS, County issued RFP No. X1270003P1 for professional design and engineering consulting services for the expansion of Port Everglades Slip 1 (the "Project"); and

WHEREAS, Consultant represents that it is experienced in providing professional design and engineering consulting services related to bulkhead and marine infrastructure expansion; and

WHEREAS, County wishes to engage Consultant to provide professional design and engineering consulting services for the Project; and

WHEREAS, negotiations pertaining to this Project were undertaken between County and Consultant, and this Agreement incorporates the results of such 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 architect or engineer selected to perform the services pursuant to this Agreement.

1.3 **Contract Administrator**: The Director of Seaport Engineering and Construction Division, or Assistant Director of Seaport Engineering and Construction Division, who is the representative of 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.

1.9 **Project**: The expansion of Slip 1 at Port Everglades, consisting of widening Slip 1 by constructing a new south bulkhead in Slip 1 (Berths 9 and 10) approximately 175 feet south of its present location.

1.10 **Subconsultant**: A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Consultant for all or any portion of the services under this Agreement.

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 and State of Florida Department of Transportation ("FDOT") Seaport Grants ("SG") funds pursuant to the Public Transportation Joint Participation Agreement between Broward County and FDOT, Financial Project No. 43012319401, Contract No. AR538 ("FDOT JPA").

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 engineering services, as applicable for the Project. Consultant shall provide all services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort.

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Project which is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant's sole risk.

3.3 Exhibit A is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases or for additional services except as otherwise provided herein. County and Consultant may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If County and Consultant cannot contractually agree, County shall have the right to immediately terminate negotiations at no cost to County and procure services for future Project phases from another source.

3.4 Consultant shall pay its Subconsultants and suppliers providing services under this Agreement 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 a Subconsultant or supplier, it will release such 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 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 Consultant is unable to complete the above services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify 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: Programming	\$100.00
Phase II: Construction Documents	\$100.00
Phase IV: Bidding	\$100.00

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 for 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 Basic Services identified in Exhibit A, and as otherwise required by this Agreement, shall be payable on a "Maximum Amount Not-To-Exceed" basis and based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of Two Million Eight Hundred Seven Thousand Ninety-Three Dollars (\$2,807,093.00) for Phase I, Two Million Four Hundred Eighty Thousand Two Hundred Forty-Three Dollars (\$2,480,243.00) for Phase II, Two Hundred Fifty-Seven Thousand One Hundred Forty-Three Dollars (\$257,143.00) for Phase III, and Four Hundred Four Thousand Nine Hundred Twenty-Five Dollars (\$404,925.00) for Phase IV, for a total maximum amount not-to-exceed of Five Million Nine Hundred Forty-Nine Thousand Four Hundred Four Dollars (\$5,949,404.00). Consultant shall perform all the services set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 Lump Sum Compensation. [Intentionally Left Blank]

5.1.3 Optional Services. [Intentionally Left Blank]

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of Three Hundred Ninety-Eight Thousand One Hundred Two Dollars (\$398,102.00) 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 Costs. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

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 mark-

up, 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 The dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Consultant, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services hereunder.

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

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

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit.

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

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. 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 employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. 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 employee's regular rate.

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

5.3 REIMBURSABLES. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary 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 B-1 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 Subconsultant 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:
Automated Clearing House (ACH)
US Bank
ABA#104000029
Account#148704272449

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 County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7. COUNTY'S RESPONSIBILITIES

7.1 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

7.2 County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 County shall review the itemized deliverables/documents identified in Exhibit A of Consultant and respond in writing with any comment within the time set forth on the approved Project Schedule.

7.4 County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any defect in the work of the Contractor.

ARTICLE 8. INSURANCE

8.1 Consultant shall 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 after the full execution of this Agreement or notification of award, whichever is earlier, 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 this article upon request. Coverage is not to cease and is to remain in force until County determines all performance required of Consultant is completed. For Professional Liability Insurance, coverage shall remain in force for five (5) 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 service, proof of insurance renewal shall be provided to County prior to the policy's 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, Consultant shall require each Subconsultant to endorse "Broward County" as an additional insured on the Subconsultant's Commercial General Liability policy.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY 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 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 Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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 under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

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	18%
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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 the 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. 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 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 County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or 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 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. This Agreement may also be terminated for cause if 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 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 this 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.

10.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records

required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions of 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.

Any material submitted to County that Consultant contends, constitutes, or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3501, jorhernandez@broward.org, 1850 ELLER DRIVE, SUITE 602, FORT LAUDERDALE, FLORIDA 33316.

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 this 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 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 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 Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Consultant in addition to making adjustments for the overcharges. Any adjustments 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.

Notwithstanding the above, as required under the FDOT JPA, all records of salary and costs incurred under the terms of this Agreement shall be maintained by Consultant and made available to FDOT, upon request, at all times during the period of this Agreement and for five (5) years after final payment by FDOT under the FDOT JPA. Records of salary and costs incurred includes Consultant's general accounting records and Project records, together with supporting documents and records of Consultant and Consultant's Subconsultants performing work on the Project, and all other records of Consultant and Consultant's Subconsultants considered necessary by FDOT for a proper audit of costs. If any litigation, claims, or audit is started before

the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Consultant shall permit FDOT's authorized representatives to inspect all work, materials, payrolls, records, and to audit the books, records, and accounts pertaining to the Project.

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 section 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 Subconsultant Participation, 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 local and national standards for similar services provided on similar projects of like size and nature.

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, or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims 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 of Seaport Engineering and Construction Division
Port Everglades Department
1850 Eller Drive, Suite 504
Fort Lauderdale, FL 33316

FOR CONSULTANT:

Jay Nagle
HDR Engineering, Inc.
P.O. Box 74008202
Chicago, IL 60674-8202

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 wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any 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 Administrative 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 Administrative Code.

10.17 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. 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 Subconsultants to perform any services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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 this 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. Any and all Recital or "Whereas" clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits A, B, B-1, C, C-1, D, and E are incorporated into and made a part of this Agreement.

10.28 Re-Use of Project. County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not

limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and Consultant agrees to such re-use in accordance with this provision.

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

Each re-use shall include all Basic Services 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. County shall not be liable to pay any interest to Consultant 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 arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

10.32 Port Everglades Security Requirements. Consultant certifies and represents that it will comply with Port Everglades Security Requirements, attached hereto and incorporated herein as Exhibit E.

10.33 E-Verify Requirements. As required under the FDOT JPA, Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement. Additionally, Consultant shall expressly require any Subconsultants performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant during the term of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and HDR ENGINEERING, INC., signing by and through its Vice 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
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By Carlos de la Guerra 12.21.16
Signature (Date)
CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTROL'S
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

By Al A. DiCalvo 12/22/16
Signature (Date)
Al A. DiCalvo
Assistant County Attorney

Print Name and Title above

Russell J. Morrison 12/22/16
Signature (Date)
Russell J. Morrison
Senior Assistant County Attorney

AAD/cr
HDREngineering-Design&EnginPortSlip1Exp(RFP-X1270003P1)_v3Final-20161206
12/6/16
#15-3004.03

AGREEMENT BETWEEN BROWARD COUNTY AND HDR ENGINEERING, INC. FOR CONSULTANT
SERVICES FOR DESIGN AND ENGINEERING SERVICES – PORT EVERGLADES SLIP 1 EXPANSION
(RFP#X1270003P1)

Consultant

ATTEST:

HDR Engineering, Inc.

Bonnie J. Rudron
Asst. Secretary

By Christa Shy
President/Vice President

Bonnie J. Rudron
(Please Type Name of Secretary)

Christine Skjower, VP
(Please Type Name and Title)

CORPORATE SEAL

16 day of December, 2016

EXHIBIT A
SCOPE OF SERVICES

Broward County-Port Everglades Slip 1 Expansion

I. Background

Project Description

Slip 1 was one of the original berthing facilities constructed at Port Everglades. Slip 1 is located directly west of the Port entrance channel in the Northport area and it lies within the municipal limits of Ft. Lauderdale and Hollywood. The slip measures approximately 1,200 feet long by 300 feet wide. Slip 1 provides liquid petroleum off-loading at Berths 7, 8, 9, and 10, and liquefied petroleum gas off-loading at Berth 11.

Pier 1 was originally constructed circa 1920 and consisted of a concrete pile supported relieving platform along with a steel sheet piling bulkhead wall and tie-rod anchoring system. The land created by the original pier included large cargo storage buildings, railroad tracks, asphalt and concrete aprons as well as paved roadways.

Pier 1 was reconstructed circa 1964 wherein a new sheet pile bulkhead system including new lateral supports were installed just waterward of the original 1920's construction. Over the decades, Pier 1 has undergone numerous modifications, repairs, and improvements.

The purpose of Slip 1 Expansion (the "Project") is to expand Slip 1 from a width of 300 feet to 475 feet by removing the northern section of Pier 1, (which supports petroleum Berths 9 and 10), and subsequently reconstructing new Berths 9 and 10 approximately 175 feet south of their present location. The Pier 1 area to be removed will be excavated to match the depth of existing Slip 1 (+/- 43 Feet).

The Project will affect Berths 9, 10, and 11, and the west bulkhead between Berths 8 and 9, along with the adjacent uplands facilities including but not limited to: petroleum piping and petroleum off-loading systems, underground and aboveground utilities, fire protection systems, site grading, drainage and pavements, site lighting, and landside mooring facilities.

Following the widening of Slip 1, the remaining portion of Pier 1 shall be redeveloped taking into consideration its current operational use and requirements as it relates to petroleum product off-loading and bulk material handling and storage. Pier 1 redevelopment shall include site demolition, clearing and grubbing, site grading, storm drainage improvements, paving, access control and security improvements, electrical power and lighting improvements.

In addition to the widening effort, Slip 1 will be subsequently deepened to a depth of 50 feet, to accommodate larger tanker vessels expected to call at Port Everglades in the future. The dredging of the expanded Slip 1 area from 43 feet to 50 feet is not part of the Project, but the bulkhead shall be designed for the future 50 foot dredge depth. Refer to Figure 1 for project location and berth designations.

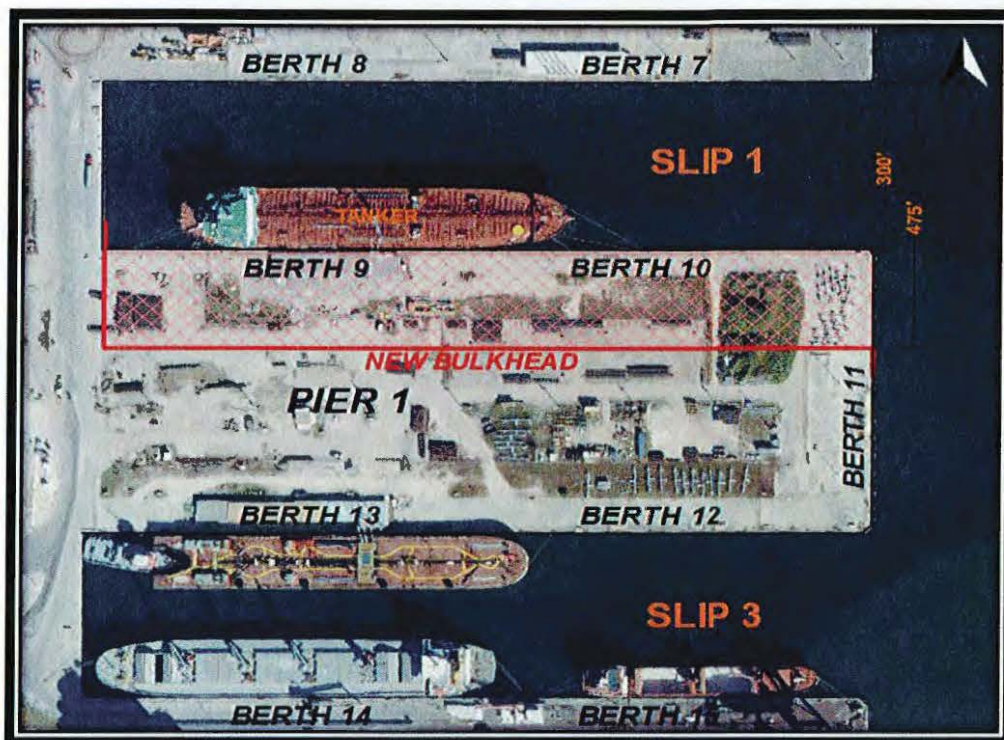


Figure 1 – Project location and berths designations

Primary Stakeholders

The primary stakeholders ("stakeholders") include Port Everglades Pilots Association, South Florida Petroleum Services, the Petroleum Sector Companies, and Port Everglades Environmental Corporation. A brief description of each stakeholder and their expected role in the Project follows:

Port Everglades Pilots Association ("Pilots")

Port Everglades Pilots Association provides compulsory marine pilotage to all seagoing vessels calling at Port Everglades.

The Pilots' expected role:

- To participate in the review process of fendering and mooring bollards for temporary and permanent berthing facilities.
- To provide operational requirements as it relates to vessel arrivals and departures during construction.
- To provide descriptions of normal and abnormal berthing operations as it relates to temporary and permanent berthing facilities.

South Florida Petroleum Services ("SFPS")

SFPS performs petroleum off-loading from vessels at the Berths 7, 9, 11, and 13 through loading arms, manifolds, and a network of piping to private oil company facilities located at Port Everglades. SFPS also has responsibilities over a domestic water supplied fire suppression system consisting of fire pumps with monitors, hose reels, and foam dispensers at Berths 7, 9, and 13.

SFPS's expected role:

- To design, permit, and construct a new permanent above ground manifold facility and associated multi-tiered pipe rack to allow access for customer product lines into the new manifold.
- To relocate the dockside fire suppression system for the new Berth 9 manifold facility.
- To provide assistance as it relates to the relocation and interface of its new Berth 9 manifold facility and to work with affected petroleum industry customers on the connections of their product pipe lines into the new facility.
- To work with the County and petroleum industry relative to the phased off-loading solution at existing Berths 9 and 10, including the design, permitting, and construction of temporary off-load facilities inclusive of off-loading arms, manifolds, piping, instrumentation and controls, and any other supporting monitoring, testing, and operational supporting infrastructure specific to that operation.
- To assist with coordination between Petroleum Sector Companies and provide information to the Consultant related to facility locations, project sequencing that provides for continuity of operations, and a new off-loading facility that will operate into the future.
- To coordinate with Consultant for the design of the permanent and temporary off-loading facilities.
- To provide new electrical power demand requirements for temporary and permanent off-loading facilities.
- To provide available electronic digital data and drawings depicting components of the existing and proposed temporary and permanent off-loading facilities, fire protection systems, and other infrastructure. This data to include: off-loading equipment and operating envelopes, mechanical and piping, manifolds, instrumentation, controls, fire protection system, and electrical drawings, as well as equipment live and dead loads.

Petroleum Sector Companies

There are currently thirteen petroleum companies ("Petroleum Sector Companies") located at Port Everglades and many of these companies rely on Slip 1 and its respective berths to unload petroleum product utilizing existing piping, manifolds, valves, and other facilities. The Petroleum Sector Companies rely on the services provided by SFPS for the unloading of petroleum products.

Petroleum Sector Companies' expected role:

- To relocate existing petroleum piping and connect to the proposed SFPS's petroleum piping rack bridge in order to provide connectivity during construction. Petroleum Sector Companies will cut, flush, and cap piping to Berth 9 outside of the Project limits, but will not remove abandoned piping.
- To participate in the Consultant's design by reviewing and providing comments or recommendations with regards to Consultant's proposed sequence of construction as it relates to temporary and permanent facilities and the continuity of operations.
- To transfer ownership of all project impacted petroleum infrastructure (including abandoned buried pipelines) to County for County's Contractor to remove and dispose of as necessary to complete the Project.

Port Everglades Environmental Corporation ("PEECO")

Port Everglades Environmental Corporation ("PEECO") is a Florida not-for-profit corporation, created for the promotion of social welfare through the cleanup of historical petroleum contamination to the public lands at Port Everglades.

Pursuant to the terms of Section 376.3071(12), Florida Statutes, PEECO obtained eligibility in Florida's petroleum contamination remediation program for the Common Area Site at Port Everglades (of which the Project is a part) and all pipeline and pipeline rights-of-way running from the berths up to individual privately-owned petroleum terminal property lines at the Port. PEECO and County have entered into a cooperative agreement regarding PEECO's role at Port Everglades.

PEECO's expected role:

- To work with County, Consultant, and Florida Department of Environmental Protection ("FDEP") to maximize state funding for remediation or removal of the eligible impacted materials derived from the Project.
- To assist Consultant with the incorporation of necessary information into a Limited Contamination Assessment Report ("LCAR") for FDEP approval. Upon LCAR approval, FDEP is expected to assign an Agency Term Contractor ("ATC") to the Project. The ATC would then be responsible for the contamination remediation of the Project site under a contract with FDEP. FDEP is expected to administer the contract and oversee the work performed by the ATC.

II. Basic Services

Consultant shall provide necessary professional engineering and design services as described in each of the following Phases of the Basic Services.

1.0 Phase I – Programming

Provide the design development of the temporary mooring and berthing facilities for the off-loading at existing Berth 9 and new Berth 10. Provide and coordinate for temporary mooring and berthing facility to include temporary marine structural elements. Refer to Figures 2a and 2b – Temporary off-loading locations.

Provide for programming for permanent mooring and berthing facilities for the final configuration of Slip 1. Refer to Figure 2c – Permanent off-loading locations.

The design development is to include sequencing to accommodate temporary and permanent petroleum off-loading facilities and continuity of operations, berthing, and mooring facilities. Sequencing plan to incorporate FDEP Agency Term Contractor ("ATC") site remediation work phases, as well as maintenance of traffic plans for existing and construction traffic.

Excluding the petroleum contamination assessment and remedial work, which will be performed by an ATC; Consultant shall include the identification and quantification of other remediation work that may be required for the Project. Scope includes the preparation of a Project Execution Plan, Basis of Design Document, and Project Program Document which contains a project implementation plan.

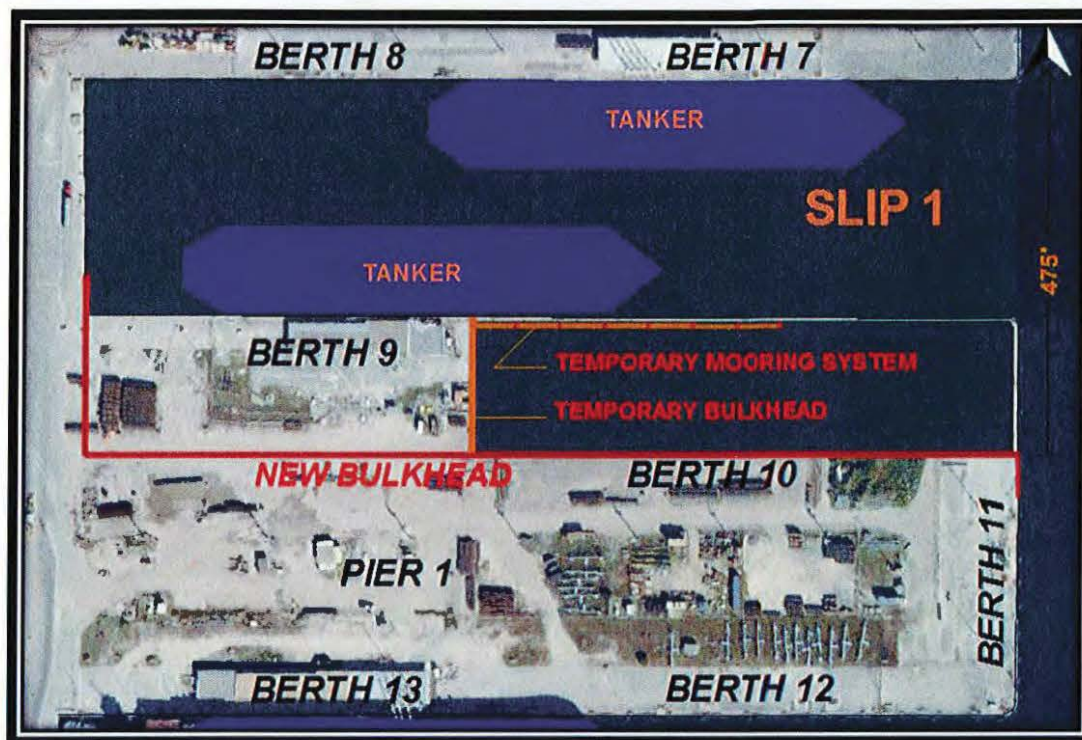


Figure 2a – Temporary Off-loading at Berth 9

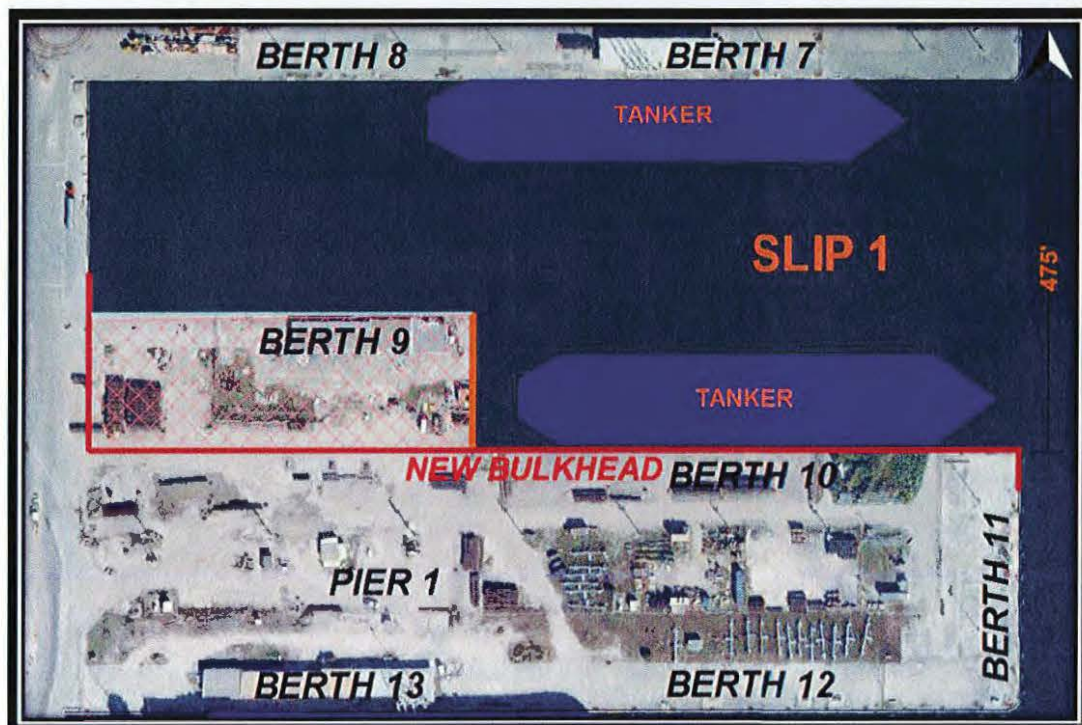


Figure 2b – Temporary Off-loading at Berth 10

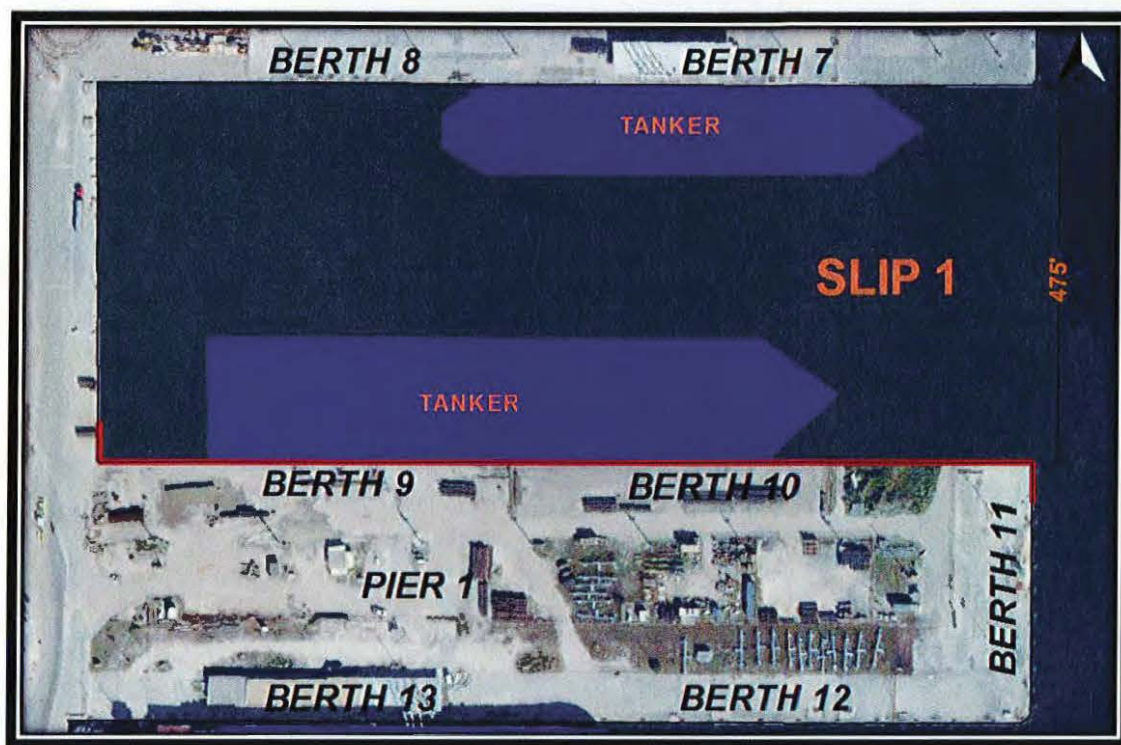


Figure 2c – Permanent Off-loading at Berth 9

1.1 Document Review

Services

County will provide available information related to existing conditions to the Consultant. Information received shall be entered into a data log. Consultant shall evaluate the information provided and identify any information gaps.

Meetings

Consultant shall conduct a kick-off and initial programming meeting. The meeting will include a Consultant prepared agenda. Meeting objectives will be to introduce stakeholders, define stakeholder responsibilities, discuss acceptable operational parameters during construction, discuss SFPS and Petroleum Sector Companies involvement, discuss project schedule, and review listing of existing project related information to be provided to the Consultant. Consultant shall provide presentation material to facilitate discussion of project scope, phasing, and schedule.

Deliverables

Document data log containing source and type of the information, relevant dates, and data descriptions, and whether the information is complete or it requires supplemented site investigations. Deliverables shall also include written minutes of all meetings. Deliverables shall be submitted in electronic digital format.

Electronic digital format for drawings shall be as AutoCAD (dwg), version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

The Document Review tasks shall be completed within 45 calendar days from NTP.

1.2 Site Investigations

Services

In support of the phased design services and after evaluation of available existing information, task includes further defining and performing site investigations as outline below. These services also include appropriate field verifications of existing site conditions in relation to as-built or other data provided by the County. Where significant discrepancies are found, Consultant shall document and bring to the County's attention to reach a consensus regarding the finding's impact to the Project.

1.2.1 Utility and subsurface locates

- Perform subsurface investigation and location services utilizing subsurface instruments, including electromagnetic instruments and two-dimensional ground penetrating radar, to confirm location of features and utilities, including petroleum lines.
- Coordinate geotechnical borings and well installation locations to avoid underground utilities.
- Provide subsurface survey drawings and incorporate into topographic survey.

1.2.2 Topographic survey

- Limits of the topographic survey are to include the area bounded to the south by the south wall of Slip 3 (Berths 14 and 15), to the north by the north wall of Slip 1 (Berths 7 and 8), to the west by the west right-of-way of Eisenhower Boulevard and to the east by the east edge of Pier 1 (Berth 11).
- Horizontal survey controls are to be relative to NAD83/2007 and vertical control relative to NAVD88 based on existing near-by control monument.
- Survey is to locate and identify all fixed above-ground improvements.
- Within the limits as described above, provide ground and pavement elevations.
- Survey and record site investigation features such as soil borings, monitoring wells, etc.
- Provide topographic survey drawings to incorporate the above.

1.2.3 Bathymetric survey

- Not required, the Consultant shall utilize available USACE bathymetric survey.

1.2.4 Geotechnical investigations

- Geotechnical investigations as required to support the design of new and temporary berth construction, dredged material classification, and to support the site environmental remediation efforts.

In support of berth designs

- Sufficient geotechnical investigations are to be undertaken in support of the design of the temporary and permanent berthing systems.

In support of project dredging

- Sufficient geotechnical investigations are to be undertaken in support of the removal of portions of Pier 1, inclusive of soils sampling and testing and water sampling and testing.

In support of the project remediation

- Sufficient geotechnical investigations are to be undertaken in support of the Project remediation. Scope to include chemical analysis and characterization of soils to be removed.

In support of Pier 1 improvements

- Sufficient geotechnical investigations are to be undertaken in support of Pier 1 site improvements. Scope to include chemical analysis and characterization of soils to be disturbed.
- Provide a geotechnical report with findings and recommendations taking into consideration all available, existing, and newly obtained data. The report shall also include recommendations to address risks associated with construction operations and impacts to existing and new infrastructure, particularly due to vibration.

1.2.5 Coral assessment and benthic studies

- Coral assessment and benthic studies shall be undertaken in support of permitting efforts and in accordance with regulatory agency requirements. Scope to include affected areas of Berths 9, 10, 11, and the west bulkhead of Slip 1.
- Provide a report with description of survey methods, locations of corals identified, coral inventory tables, recommendations and strategies to reduce impacts, along with an appendix that contains photographs of representative measured specimens.

1.2.6 Facility structural assessments

- Provide structural inspection and assessment reports of existing structures, where those structures will be re-purposed or where load conditions will potentially change due to the proposed construction. The structures to be inspected include Berths 9, 10, 11, and the west bulkhead of Slip 1. Level I, II, III inspections (as defined by ASCE) and assessments are to be undertaken as appropriate for the aforementioned berthing facility structures.
- Provide a report with description of inspection methods, observations, and findings along with assessments and conclusions.

1.2.7 Sea level rise alternatives assessment

- Provide a sea level rise alternatives assessment report to identify bulkhead design impacts and associated construction costs for 2 foot increments up to 6 feet above the existing Berths 9 and 10 bulkhead cap elevation.

Meetings

The Consultant may be required to attend up to six (6) meetings with County and stakeholders during the course of the Site Investigations.

Deliverables

All deliverables shall be submitted in electronic digital format and up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg), version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

All Site Investigations, meetings, and associated deliverables shall be completed within 120 calendar days from NTP.

1.3 Project Execution Plan

Services

Services include the preparation and submittal of a Project Execution Plan to define the project approach, method of execution, stakeholders and stakeholders' roles, and the timeframes (schedules) for the delivery of the Project.

Meetings

The Consultant may be required to attend up to two (2) meetings with County and stakeholders.

Deliverables

A draft Project Execution Plan is to be submitted to the Contract Administrator for review and comment prior to issuing the final Project Execution Plan. All deliverables shall be submitted in electronic digital format and up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg), version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

Project Execution Plan services are to commence concurrently with Site Investigations and a draft shall be completed within 120 calendar days from NTP. Final Project Execution Plan shall be submitted within 30 calendar days of Consultant receiving comments from Contract Administrator.

1.4 Pre-design Regulatory Agency Coordination

Services

- Scope includes preparation of conceptual drawings, project descriptions, existing and proposed conditions, in sufficient detail to allow the permitting agencies understanding of the goals and objectives of the Project and to be able to determine the number and types of permits and the requirements of each. Consultant shall meet with the Florida Department of Environmental Protection ("FDEP") to review the content of the Limited Contamination Assessment Report ("LCAR") and to obtain direction from FDEP with regards to additional testing that may be required.
- Scope includes the permit requirement matrix listing all permits and their requisites for each agency involved. Preliminary permitting schedule, and permitting agency response time is to be included in the matrix.

Meetings

The Consultant may be required to attend up to ten (10) meetings with County and regulatory agencies.

Deliverables

A matrix shall be submitted to include: anticipated required permits, anticipated fees, agency contacts, summary of review and comment protocol and mandated maximum response times, and any key concerns or requirements that are divulged in the meetings.

All deliverables shall be submitted in electronic digital format along with up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg) version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

The Pre-design Regulatory Agency Coordination tasks shall be completed within 180 calendar days from NTP.

1.5 Berthing and Mooring Studies

Services

Consultant shall perform Berthing and Mooring Studies for the following berthing scenarios:

- Temporary berthing at existing Berths 9 and 10 during construction.
- Temporary berthing at new Berth 10 during construction.
- Permanent berthing at new Berths 9 and 10 post construction.
- Multiple design vessels shall be modeled for temporary and permanent berthing facilities. County will furnish pertinent vessel characteristics necessary for the studies, in addition to providing guidance on mooring and berthing design parameters for:
 - A maximum of two (2) vessel classes for the temporary facility based on existing and expected traffic during construction; and
 - A maximum of two (2) new vessel classes for the new permanent facility based on expected traffic after construction.

Meetings

The Consultant may be required to attend up to three (3) meetings with the County and Pilots.

Deliverables

- Consultant shall prepare a technical memorandum summarizing the findings of the berthing and mooring study, and shall provide recommendations for fender type and location; supplemental mooring points; and line arrangement and mooring line preloading requirements. Technical memorandums shall include appendices containing all calculations.
- Consultant shall submit draft technical memorandum for Contract Administrator's review.
- Upon receipt of review comments, the Consultant shall incorporate said comments and submit final technical memorandum.

All deliverables shall be submitted in electronic digital format along with up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg) version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

Draft Mooring and Berthing Studies and associated deliverables listed above are to be completed within 120 calendar days from NTP. Final Mooring and Berthing deliverable shall be submitted within 15 calendar days of receipt of comments from the Contract Administrator.

1.6 Limited Contamination Assessment Report ("LCAR")

Services

Services include the preparation of an LCAR utilizing all contamination reports and data. Scope also includes limited material sampling and testing as necessary for FDEP's approval of the LCAR. Consultant shall collaborate with PEECO in all aspects of the development of the LCAR.

FDEP will, based on the LCAR, select an Agency Term Contractor ("ATC") to prepare and execute a Remediation Action Plan ("RAP") for the Project.

Meetings

Consultant may be required to attend up to three (3) meetings related to the development and approval of the LCAR. These meetings may include a pre-submittal meeting with the permitting agency (FDEP) in collaboration with PEECO and follow-up meetings with County.

Deliverables

Consultant shall submit to the Contract Administrator for review the following:

- Draft LCAR.
- Final LCAR.

All deliverables shall be submitted in electronic digital format and up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg), version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

The Draft LCAR shall be submitted within 90 calendar days following NTP. Final LCAR shall be submitted within 30 calendar days of Consultant receiving comments from Contract Administrator.

1.7 Basis of Design Document

Services

Consultant shall generate a Basis of Design Document to record key Project requirements, assumptions, decisions, and directives. A preliminary Basis of Design Document shall be developed during Phase I - Programming to record preferred and mutually agreed upon direction prior to design.

Consultant shall update the document, as ensuing Project phases are completed to record supplemental data that is collected; to identify cause and extent of deviations from preliminary design concepts; and to record other key directives and decisions made during completion of the design phases.

Consultant shall perform Independent Technical Reviews ("ITR's") of deliverables prior to submittal to the Contract Administrator.

Meetings

No meetings are required.

Deliverables

- Consultant shall submit preliminary Basis of Design Document to Contract Administrator. Consultant shall incorporate necessary revisions and issue a final Basis of Design Document.

All deliverables shall be submitted in electronic digital format along with up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg) version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

The preliminary Basis of Design Document shall be submitted within 240 calendar days following NTP. Final Basis of Design Document shall be submitted with the 90% complete Construction Documents.

1.8 Program Document

Consultant shall develop a Program Document providing a detailed project implementation plan. The Program Document shall contain all deliverables and products associated with the Task 1.2 Site Investigations, Task 1.3 Project Execution Plan, Task 1.4 Pre-design Regulatory Agency Coordination, Task 1.5 Berthing and Mooring Studies, Task 1.6 Limited Contamination Assessment Report, and Task 1.7 Basis of Design Document. In addition, the Program Document shall address the minimization of impacts to ongoing petroleum off-loading operations, as well as the following:

- Sequencing of the work, including a project phasing plan and maintenance of traffic.
- Description of environmentally sensitive materials and remediation cost estimates.
- Proposed temporary and permanent berth designs (conceptual).
- Identification of civil works, mechanical and electrical improvements (Pier 1 redevelopment).
- Dredge material disposal options (based on material classifications and composition).
- Coral relocation requirements and strategy.
- Documentation of permitting matrix and timelines.
- Sea level rise assessments.
- Conceptual design drawings.
- Project costs and updated project schedule.

Consultant shall perform Independent Technical Reviews ("ITR's") of deliverables prior to submittal to the Contract Administrator.

Meetings

Consultant may be required to attend up to four (4) meetings with the County. One (1) meeting of which may be a formal presentation to the County and stakeholders.

Deliverables

- Draft program document to include an executive summary, narratives, sketches, diagrams, and preliminary drawings. Final program document shall include the same elements described in the draft program document incorporating the Contract Administrator's review comments.

All deliverables shall be submitted in electronic digital format along with up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg) version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) or as otherwise directed by the Contract Administrator.

Time

Consultant shall develop a schedule of draft and final Program Document deliverables. All services to be performed shall be completed within 320 calendar days after NTP.

2.0 Phase II - Construction Documents ("CD's")

Services

The Project shall be designed in accordance with all current applicable codes and regulations, standards, and requirements governing construction in Broward County, Florida, and at the project site. In addition, the Project is to incorporate current OCIMF and PIANC guidelines. All applicable codes, regulations, standards, and requirements shall be referenced in the CD's.

Services include the preparation of construction drawings and technical specifications setting forth details of demolition and new construction, including but not limited to: materials, workmanship, testing, and verification procedures required for civil, marine works, structural, dredging, water mains and services, site lighting, and electrical work with the necessary bidding information. The CD's shall be sufficient to obtain applicable regulatory agency permits, and construction permits.

Consultant shall assist the County with the preparation of the Division 1- General Conditions section of the CD's.

Consultant shall perform and submit for the record Independent Technical Reviews ("ITR's") of deliverables prior to submittal to the Contract Administrator.

The CD's shall address all necessary design and construction disciplines, including but not limited to:

Civil Engineering

- Consultant shall provide Civil Engineering services to include but not limited to: site planning, grading, and paving; utilities such as potable water mains with services and fire hydrants; and storm-water collection.
- Consultant shall prepare designs of fencing and gates following County standards, access roadways to Pier 1 and roadways within the Pier 1, maintenance of traffic drawings, and phasing drawings. The upland improvements to Pier 1 shall include the design and specification of clearing and grubbing, selective demolition, site filling and grading along with new storm drainage, pavements, and pavement markings.

Fire Protection Engineering

This specialized petroleum fire protection system, related to providing fire protection for petroleum vessels at Berths 9 and 10, is expected to be designed, permitted, and constructed by SFPS. Consultant shall coordinate its design of the Project with those of SFPS.

Environmental Engineering

- Consultant shall provide Environmental Engineering services to include design, drawings, and specifications to address all landside and waterside environmental aspects of the Project. All environmental drawings and specifications shall be prepared in accordance with applicable federal, state, county, and municipal regulations.

Structural Engineering

- Consultant shall provide Structural Engineering services to include design, drawings, and specifications for site and marine structural components to include but not limited to: new bulkhead systems, wall anchorage systems, temporary and permanent breasting and mooring systems, light pole foundations, and any other miscellaneous structural elements and features.

Corrosion Protection Engineering

- Consultant shall provide Corrosion Protection Engineering services to include design, drawings, and specifications for passive (sacrificial anode) cathodic protection systems only for the permanent marine facilities. The purpose of the corrosion protection system is to protect the new bulkhead systems from damage due to the existing petroleum pipeline cathodic protection systems, any other sources of induced currents in the area, as well as the saltwater environment.

Electrical Engineering

- Consultant shall provide Electrical Engineering services to include design, drawings, and specifications in support of the installation of site and roadway lighting, dock electrical utilities, and conduit for telecommunications, access control, security, CCTV, and Ethernet services.
- Consultant shall be responsible for determining existing and proposed electrical power demand requirements with input from SFPS, County, and Florida Power and Light ("FPL"). Consultant shall provide recommendations and design of all electrical work required to complete the Project, inclusive of Pier 1 site redevelopment. Consultant shall be responsible for determining existing and proposed service requirements and coordinating with FPL.
- All electrical design shall comply with NFPA 101 and NEC for explosion proof systems.

Dredge Engineering

- Consultant shall provide Dredge Engineering services to include design, drawings, and specifications for the removal (excavation) of in-situ soils, structures, and infrastructure from the affected portions of Pier 1, to allow for the widening of Slip 1. Dredging depths shall match the existing seafloor elevations of Slip 1.

Meetings

Consultant may be required to attend up to ten (10) meetings with the County.

Deliverables

2.1 30% CD's

The 30% CD's deliverable shall include conceptual designs for all construction disciplines. The progress deliverable shall focus on the aspects of the temporary and permanent berthing facilities, the sequencing and phasing of the Project elements, inclusive of the layouts of the work elements, typical sections, details, and general notes, as well as a tabulation of quantities and other information suitable to estimate the cost of the Project. The progress review deliverable shall include:

- Construction drawings.
- Outline technical specifications.
- Design calculations.
- Opinion of probable construction cost.

- Draft permit applications.

2.2 60% CD's

The 60% CD's deliverable shall include advance designs for all construction disciplines. Drawings shall be sufficiently complete to apply for federal, state, county and municipal permits as it relates to Pier 1 excavations, bulkheads, storm water drainage, environmental issues, and other items that require the preparation of preliminary or advanced drawings needed to submit permit application to various agencies. Drawings, specifications, opinions of probable cost, and applicable supporting data shall be updated from the 30% CD's deliverable. The progress review deliverable shall include:

- Construction drawings.
- Technical specifications.
- Design calculations.
- Opinion of probable construction cost.
- Draft permit applications.

2.3 90% CD's

The 90% CD's deliverable shall include final designs for all construction disciplines. The 90% CD's deliverable is a near complete design submission considered to be biddable. These drawings shall be used to make application for building permit. Drawings, specifications, opinions of probable construction cost, and applicable supporting data shall be updated to from the 60% CD's deliverable. The progress review deliverable shall include:

- Construction drawings.
- Technical specifications.
- Design calculations.
- Opinion of probable construction cost.
- Draft permit applications.
- Final Basis of Design Document.

2.4 Final CD's

Final CD's deliverable consists of the 90% CD's deliverable with regulatory agencies and Contract Administrator review comments addressed and incorporated. The final completed package shall include:

- Construction drawings.
- Technical specifications.

All deliverables related to the CD's shall be submitted in electronic digital format along with up to five (5) hard copies. Electronic format for drawings shall be AutoCAD (dwg) version 2015 or later, and reports shall be submitted in Portable Document Format (pdf) searchable version or as otherwise directed by the Contract Administrator. Paper drawings submitted shall consist of 24" X 36" plots and true half size paper drawings.

Deliverables for consideration by Regulatory Agency and County shall be signed and sealed by State of Florida licensed professionals as applicable.

Time

Consultant shall submit the CD's to Contract Administrator for review based on the following timeline:

- 30 % CD's within 380 calendar days from NTP.
- 60 % CD's within 480 calendar days from NTP.
- 90 % CD's within 580 calendar days from NTP.
- Final CD's within 700 calendar days from NTP.

Consultant to allow 30 calendar days for Contract Administrator's review (included above).

3.0 Phase III - Permitting

Services

- Consultant shall file the required documents to obtain all necessary permits for the Project. This shall include providing drawings, technical specifications, and computations.
- In submitting permit applications, Consultant shall pay for permit plan reviews and permit application processing fees. The County will reimburse Consultant for actual cost of permit fees as a pass-through reimbursable without markups.
- Consultant shall promptly prepare and deliver Requests for Additional Information ("RAI") responses in the interests of expediting the regulatory process. Consultant shall coordinate with and obtain Contract Administrator's approval of said RAI responses. In the case that additional research, supplemental surveys, studies, investigations, testing, agency coordination efforts, or meetings are considered by the Consultant to be beyond the scope of services the Consultant shall notify the Contract Administrator in writing.

Meetings

- Consultant shall attend meetings during the Permitting phase with the various agencies at the agency offices. These meetings shall be scheduled and held, based on need, to address regulatory concerns or requirements. The goal of these meetings is to streamline the RAI and response process and expedite the receipt of permits.
- Consultant shall schedule meetings in coordination with the County and the regulatory agencies.

Deliverables

Consultant shall provide the following to the Contract Administrator:

- Up to five (5) hard copies and one (1) electronic digital format Portable Document Format (pdf) of all documents for all permit applications. Size of documents to be in conformance with agency requirements.
- Original hard copies and scanned electronic digital copies of all permits attained in Portable Document Format (pdf).
- Paid permit fee receipts for reimbursement.

Time

Permitting shall commence with the Pre-design Regulatory Agency Coordination services and continue until all permits are issued.

4.0 Phase IV - Bidding

A Managing General Contractor ("MGC") is expected to be hired by the County to deliver the construction phase of the project and as such, the MGC will solicit bids for the various construction aspects of the Project via bid packages. The MGC will be responsible for assembling and distributing the bid packages to the respective bidders.

Services

Bidding services to be provided by the Consultant shall include:

- Responding to requests for information/clarifications from the MGC related to the Construction Documents during bidding.
- Issue signed and sealed Contract Documents ("CD's") conformed to reflect authorized changes identified during the bidding process.

Meetings

The Consultant may be required to attend up to eight (8) meetings with the County and MGC.

Deliverables

Consultant shall provide the conformed CD's to the Contract Administrator:

- Up to five (5) sets of full-size 24" x 36" and true half-size paper drawings.
- One (1) electronic digital copy containing CD's drawings in AutoCAD (dwg) version 2015 or later format and Portable Document Format (pdf) searchable format.
- One (1) electronic digital copy containing CD's technical specifications in Portable Document Format (pdf) searchable format.

Time

Bidding services timelines will be established and agreed to by the Contract Administrator and the Consultant.

5.0 Phase V – Administration of the Construction Contract

The Administration of the Construction Contract is not included in Consultant's Basic Services but may be defined and agreed to by the County and the Consultant at a future date, when the scope and duration of construction can be more readily defined.

III. Project Related Information

The following project related documentation, site access, and coordination will be provided by County to Consultant.

Facility documentation

If currently available in County records, County will provide the following information.

- Existing facility as-built or construction drawings for Berths 9, 10, 11, 12, 13, and the west bulkhead of Slip 1 (Pier 1).
- Existing facility hydrographic survey.
- Prior facility inspection reports.
- Existing mapping of known pipelines and manifold.
- Existing site geotechnical data and reports.
- 2005 Petroleum Sector Strategy Study.
- Existing site contamination mapping, reports, and monitoring.
- Programmatic requirements for dock utilities and appurtenances to be accommodated by the Project, inclusive of the following:
 - Shore power.
 - Dock potable water.
 - Dock communications.
 - Lighting.
 - Empty conduit for future services.
- Vessel, tug, breasting and mooring design criteria described below:

Vessel parameters:

- Length overall (LOA).
- Length between perpendiculars.
- Beam.
- Maximum draft at berth.
- Normal ballast draft.
- Displacement tonnage.
- Dead weight tonnage.
- Hull molded depth.
- Maximum air draft.
- Manifold locations.

Tug parameters:

- Length overall (LOA).
- Other as may be available.

Mooring and berthing parameters:

- Vessel mooring points and capstan, winch arrangements and capacities.
- Vessel line types with maximum breaking load data.

- Maximum rated hull pressure (berthing).
- Description of normal berthing procedures and approach velocities.
- Limiting wind criteria for operations and for vessel to remain at port.

Site Access

- County will provide reasonable access to the Project site for the performance of landside and waterside Site Investigations.

Coordination

- County will facilitate the exchange of petroleum off-loading related information between SFPS and Consultant.
- County will facilitate the exchange of petroleum related environmental data between PEECO and Consultant.
- County will coordinate and participate in design review meetings.
- County will review all Consultant deliverables and furnish comments to Consultant.

IV. Project Schedule

Refer to Attachment A-1 for the summary of the time for performance of deliverables outlined in the Basic Services.

END OF SCOPE OF SERVICES

EXHIBIT A-1
PROJECT SCHEDULE
Broward County-Port Everglades Slip 1 Expansion

The required project schedule milestone and deliverables for this Project are presented below.

MILESTONE and DELIVERABLES	TIME for PERFORMANCE
Phase I - Programming	
Task 1.1 Document Review	45 calendar days from NTP
Task 1.2 Site Investigations	120 calendar days from NTP
Task 1.3 Project Execution Plan (draft)	120 calendar days from NTP
Task 1.4 Pre-design Regulatory Agency Coordination	180 calendar days from NTP
Task 1.5 Berthing and Mooring Studies (draft)	120 calendar days from NTP
Task 1.6 LCAR (draft)	90 calendar days from NTP
Task 1.7 Basis of Design Document (draft)	240 calendar days from NTP
Task 1.8 Program Document	320 calendar days from NTP
Phase II - Construction Documents (CD's)	
Task 2.1 30% CD's	380 calendar days from NTP
Task 2.2 60% CD's	480 calendar days from NTP
Task 2.3 90% CD's	580 calendar days from NTP
Task 2.4 Final CD's	700 calendar days from NTP
Phase III - Permitting	Commencing with Task 1.4 until all permits are issued.
Phase IV - Bidding	To be agreed to by Contract Administrator and Consultant.

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Global Director Ports and Harbors	\$96.83		2.84		\$275.00
Water BG Client Development Director	\$96.83		2.84		\$275.00
Marketing Manager, South Florida Transportation	\$96.83		2.84		\$275.00
Ports Area Business Class Leader	\$75.81		2.84		\$215.30
Maritime Technical Director	\$96.83		2.84		\$275.00
Section Manager - Ports	\$71.10		2.84		\$201.92
Ports Engineer 2	\$52.79		2.84		\$149.92
Sr. Project Manager - Ports	\$58.22		2.84		\$165.34
Project Manager - Ports	\$49.52		2.84		\$140.64
Ports Cadd Tech 3	\$29.95		2.84		\$85.06
Cadd Technician 2	\$22.68		2.84		\$64.41
Sr. Highway Designer	\$49.88		2.84		\$141.66
Cadd Technician	\$25.50		2.84		\$72.42
Sr. Project Manager - Ports, South Florida	\$52.88		2.84		\$150.18
Document Controller	\$36.45		2.84		\$103.52
Managing Principal - Corpus Christi	\$96.83		2.84		\$275.00
Ports and Harbors Section Mgr - Dept 209	\$96.83		2.84		\$275.00
Ports & Harbors Structural Engineer - I	\$38.50		2.84		\$109.34
Ports and Harbors Structural Engineer - II	\$49.96		2.84		\$141.89
Coastal Business Class Leader	\$66.71		2.84		\$189.46
Program Leader - Coastal Engineering	\$62.32		2.84		\$176.99
Sr. Project Manager Engineer - Dredging	\$78.43		2.84		\$222.74
Coastal EIT	\$36.31		2.84		\$103.12
Coastal Project Manager	\$58.30		2.84		\$165.57
Coastal Engineer	\$39.75		2.84		\$112.89
Graduate Coastal Engineer	\$31.63		2.84		\$89.83
Ports Cadd Designer	\$40.87		2.84		\$116.07
Port and Harbors Structural EIT	\$29.82		2.84		\$84.69
Senior Corrosion Engineer	\$69.20		2.84		\$196.53
Corrosion Engineer	\$39.80		2.84		\$113.03
Business Class Leader - Condition Assessment and Rehabilitation	\$96.83		2.84		\$275.00
Manager of Technical Services - Corrosion Engineering	\$66.75		2.84		\$189.57
EIT - Corrosion	\$46.91		2.84		\$133.22
EIT Corrosion / Cadd	\$37.23		2.84		\$105.73
Solid Waste Section Manager	\$73.05		2.84		\$207.46
Project Manager - Environmental Remediation	\$47.35		2.84		\$134.47
Vice President - Environmental	\$93.63		2.84		\$265.91
Sr. Project Manager - Environmental Sciences	\$66.96		2.84		\$190.17
Water Resources Management Market Sector Director	\$96.83		2.84		\$275.00
NE Area Stormwater Lead	\$68.44		2.84		\$194.37
Project Controller	\$31.25		2.84		\$88.75
Managing Principal - Tampa	\$73.50		2.84		\$208.74
Florida Transportation Business Group Leader	\$96.83		2.84		\$275.00
Area Manager Florida	\$96.83		2.84		\$275.00
Sr. Project Manager - Aviation	\$62.23		2.84		\$176.73
South Florida Principal	\$70.00		2.84		\$198.80
Maritime Consultant	\$76.00		2.84		\$215.84
LNG Client Development Leader	\$63.95		2.84		\$181.62
LNG Technical Manager	\$77.89		2.84		\$221.21
Senior Mechanical Engineer	\$46.88		2.84		\$133.14
Principal Process Engineer	\$56.01		2.84		\$159.07
Principal LNG Process Engineer	\$52.17		2.84		\$148.16
LNG Project Manager	\$44.23		2.84		\$125.61
Sr. Project Manager - Civil Engineering	\$72.31		2.84		\$205.36
Water Resources Engineer 1	\$40.12		2.84		\$113.94
Civil Designer	\$36.71		2.84		\$104.26
Water Resources EIT	\$26.40		2.84		\$74.98
Drainage Section Manager	\$65.32		2.84		\$185.51
Drainage EIT	\$28.96		2.84		\$82.25
Water / Wastewater Engineer	\$41.59		2.84		\$118.12
Florida Water Business Group Leader	\$96.83		2.84		\$275.00
CEI Sr. Proj. Engr 3 / Area Manager	\$68.58		2.84		\$194.77
CEI Sr. Project Engr 1	\$60.00		2.84		\$170.40
CEI Sr. Inspector	\$29.94		2.84		\$85.03
CEI Inspector 1	\$23.60		2.84		\$67.02
CEI Contract Support Specialist	\$34.25		2.84		\$97.27

Multiplier of 2.84 is calculated as follows:
OVERHEAD = HOURLY RATE X OVERHEAD (100.55%)
FRINGE = HOURLY RATE X FRINGE (48.83%)
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (14.00%)
MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP X1270003P1
 Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
 Consultant/ HDR Engineering, Inc.
 Sub Consultant Name: Absolute Civil Engineering Solutions, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Project Engineer/Professional	\$54.94		2.31		\$126.91
Project Engineer/Professional	\$54.11		2.31		\$124.99
Staff Engineer/Professional	\$41.13		2.31		\$95.01
Inspector	\$32.47		2.31		\$75.01
Technician	\$28.14		2.31		\$65.00
Administrative Staff	\$19.48		2.31		\$45.00

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: ADEPT Public Relations, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Managing Partner, Project Manager	\$83.33		2.31		\$192.49
Managing Partner, Public Relations, Operations	\$75.00		2.31		\$173.25
Public Relations Specialist	\$70.00		2.31		\$161.70
Graphic Designer	\$66.67		2.31		\$154.01
Videographer	\$66.67		2.31		\$154.01
Strategic Communications Specialist	\$46.67		2.31		\$107.81

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Cherokee Enterprises, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$70.15		3.00		\$210.45
Project Manager	\$62.50		3.00		\$187.50
Senior Scientist	\$45.00		3.00		\$135.00
Project Scientist	\$37.15		3.00		\$111.45
Staff Scientist	\$21.63		3.00		\$64.89
Staff Engineer	\$31.25		3.00		\$93.75
Construction Manager	\$55.29		3.00		\$165.87
Construction Superintendent	\$37.56		3.00		\$112.68
Senior Technician	\$29.15		3.00		\$87.45
Field Technician	\$17.51		3.00		\$52.53
Equipment Operator	\$23.50		3.00		\$70.50
Admin / Clerical	\$23.08		3.00		\$69.24

Multiplier of 3.21 is calculated as follows, subject to 3.0 cap:

OVERHEAD = HOURLY RATE X OVERHEAD (157.17%)

FRINGE = HOURLY RATE X FRINGE (34.79%)

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

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

Note: Subconsultant has agreed to Maximum Multiplier of 3.0

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Collins Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Managing Principal	\$82.78		2.98		\$246.69
QA/QC Officer	\$76.05		2.98		\$226.63
Senior Engineer - QC	\$72.43		2.98		\$215.84
Project Manager	\$66.24		2.98		\$197.40
Project Manager - Diver	\$71.24		2.98		\$212.30
Senior Engineer	\$58.79		2.98		\$175.19
Engineer	\$50.00		2.98		\$149.00
Junior Engineer	\$38.00		2.98		\$113.24
Senior Engineer Technician	\$45.56		2.98		\$135.77
Inspection Team Leader	\$51.53		2.98		\$153.56
Inspection Team Leader - Diver	\$56.53		2.98		\$168.46
Inspection Team Member	\$42.64		2.98		\$127.07
Inspection Team Member - Diver	\$47.64		2.98		\$141.97
Inspection Team Tender	\$30.00		2.98		\$89.40
Inspection Team Tender - Diver	\$35.00		2.98		\$104.30
Inspection Team Member - Technician	\$45.56		2.98		\$135.77
Cad Technician / Drafter	\$27.12		2.98		\$80.82
Clerical	\$22.06		2.98		\$65.74

Multiplier of 2.98 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (127.29%)

FRINGE = HOURLY RATE X FRINGE (43.59%)

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

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

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Cordova Rodriguez & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$80.00		2.31		\$184.80
Project Manager	\$65.00		2.31		\$150.15
Senior Engineer	\$55.00		2.31		\$127.05
Engineer	\$37.50		2.31		\$86.63
Senior Planner	\$55.00		2.31		\$127.05
Planner	\$30.00		2.31		\$69.30
Senior Designer	\$35.00		2.31		\$80.85
Designer	\$30.00		2.31		\$69.30
CADD / Computer Technician	\$25.00		2.31		\$57.75
Construction Manager	\$50.00		2.31		\$115.50
Senior Inspector	\$35.00		2.31		\$80.85
Inspector	\$35.00		2.31		\$80.85
Secretary / Clerical	\$20.00		2.31		\$46.20
GIS Specialist	\$31.00		2.31		\$71.61
Senior Environmental Specialist	\$45.00		2.31		\$103.95
Environmental Specialist	\$30.00		2.31		\$69.30

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Craig A. Smith & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal / Chief Engineer	\$72.12		2.69		\$194.00
Director, Information Technology	\$50.96		2.69		\$137.08
VP-Survey / Senior PSM	\$54.57		2.69		\$146.79
Survey Coordination Manager	\$31.50		2.69		\$84.74
CADD Technician	\$26.25		2.69		\$70.61
CADD Manager	\$37.26		2.69		\$100.23
Secretary / Clerical	\$22.50		2.69		\$60.53
Supervisor, Utility Locator	\$32.25		2.69		\$86.75
Utility Coordinator / Field Rep	\$29.00		2.69		\$78.01
Utility Locator	\$21.00		2.69		\$56.49
Survey Party Chief	\$29.00		2.69		\$78.01
Instrument Man	\$17.00		2.69		\$45.73
Rod Man	\$9.00		2.69		\$24.21

Multiplier of 2.69 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (123.50%)

FRINGE = HOURLY RATE X FRINGE (20.91%)

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

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

Sub Consultant Name: MPS3D, LLC (Affiliate of C.A. Smith, and will be subconsultant to C.A.Smith)

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
<u>MPS3D, LLC</u>					
Director, Utility Locates	\$41.83		2.85		\$119.22
Utility Locator	\$21.00		2.85		\$59.85

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (137.19%)

FRINGE = HOURLY RATE X FRINGE (21.89%)

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

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Craven Thompson & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Administrative Assistant	\$28.75		2.88		\$82.80
Director of Construction Management	\$60.00		2.88		\$172.80
Project Engineer	\$43.00		2.88		\$123.84
Field Crew Member - Survey Crew	\$19.50		2.88		\$56.16
Party Chief - Survey Crew	\$30.00		2.88		\$86.40
Principal Engineer	\$84.25		2.88		\$242.64
Principal Survey	\$55.65		2.88		\$160.27
Professional Land Surveyor	\$44.75		2.88		\$128.88
Senior Engineer	\$53.00		2.88		\$152.64
Sr. Field Representative	\$34.00		2.88		\$97.92
Senior Supervising Engineer	\$67.75		2.88		\$195.12
Senior Technician	\$32.00		2.88		\$92.16

Multiplier of 2.88 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (116.22%)

FRINGE = HOURLY RATE X FRINGE (45.94%)

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **RFP X1270003P1**
 Project Title: **Design and Engineering Services - Port Everglades Slip 1 Expansion**
 Consultant/ **HDR Engineering, Inc.**
 Sub Consultant Name: **Shah Drotos & Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$86.54		2.31		\$199.91
Project Manager	\$60.10		2.31		\$138.83
Sr. Engineer	\$47.12		2.31		\$108.85
Engineer	\$38.46		2.31		\$88.84
Sr. Technician	\$33.00		2.31		\$76.23
Sr. Field Representative	\$34.00		2.31		\$78.54
Field Representative	\$29.00		2.31		\$66.99
Cad Drafter	\$25.00		2.31		\$57.75
Clerical	\$22.12		2.31		\$51.10
Sr. Surveyor	\$57.69		2.31		\$133.26
Professional Land Surveyor	\$36.06		2.31		\$83.30
Survey 2- Man Crew	\$48.00		2.31		\$110.88

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP X1270003P1
 Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
 Consultant/ HDR Engineering, Inc.
 Sub Consultant Name: Hammond & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$76.92		2.31		\$177.69
Project Manager	\$42.11		2.31		\$97.27
Senior Engineer	\$42.11		2.31		\$97.27
Design Engineer	\$34.17		2.31		\$78.93
Senior Technician	\$32.69		2.31		\$75.51
Cad Operator	\$25.27		2.31		\$58.37
Administration Manager	\$28.85		2.31		\$66.64
Secretary	\$14.75		2.31		\$34.07

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Kimberly Ann Brown and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$107.30		2.33		\$250.00
Principal Environmental Engineer	\$84.00		2.33		\$195.72
Environmental Project Manager	\$65.00		2.33		\$151.45
Environmental Specialist	\$42.00		2.33		\$97.86
Senior Field Technician	\$38.00		2.33		\$88.54
Field Technician	\$33.00		2.33		\$76.89
CADD Technician	\$35.00		2.33		\$81.55
Administrative Assistant	\$28.00		2.33		\$65.24

Multiplier of 2.33 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE +SAFE HARBOR) X OPERATING MARGIN (11.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Penn Pro, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$72.12		2.31		\$166.60
Professional Engineer	\$55.00		2.31		\$127.05
Engineer	\$46.50		2.31		\$107.42
Accountant	\$36.06		2.31		\$83.30
Clerical	\$19.00		2.31		\$43.89
Design Supervisor	\$37.00		2.31		\$85.47
Designer	\$35.00		2.31		\$80.85

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B
MAXIMUM BILLING RATES

Project No: RFP X1270003P1
Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
Consultant/ HDR Engineering, Inc.
Sub Consultant Name: Schneider Engineering and Consulting Company, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Vice President	\$100.00		2.33		\$233.00
Principal Engineer	\$87.00		2.33		\$202.71
Project Manager - Senior Engineer	\$75.00		2.33		\$174.75
Senior Engineer	\$66.00		2.33		\$153.78
Engineer	\$42.00		2.33		\$97.86
Junior Engineer	\$30.00		2.33		\$69.90
Senior Designer\ACAD Technician	\$45.00		2.33		\$104.85
Designer\ACAD Technician	\$37.00		2.33		\$86.21
Project Manager - Senior Scientist	\$85.00		2.33		\$198.05
Senior Scientist	\$60.00		2.33		\$139.80
Scientist	\$53.00		2.33		\$123.49
Administrative Assistant	\$22.00		2.33		\$51.26

Multiplier of 2.33 is calculated as follows (Safe Harbor Rate Elected):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)

OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (11.00%)

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP X1270003P1
 Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion
 Consultant/ HDR Engineering, Inc.
 Sub Consultant Name: Tierra South Florida, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$75.96		2.77		\$210.41
Project Manager	\$67.31		2.77		\$186.45
Senior Engineer	\$62.50		2.77		\$173.13
Project Engineer	\$55.29		2.77		\$153.15
Senior Technician	\$40.87		2.77		\$113.21
Junior Technician	\$25.00		2.77		\$69.25
Drafter	\$40.87		2.77		\$113.21
Secretary	\$31.25		2.77		\$86.56

Multiplier of 2.77 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (111.74%)

FRINGE = HOURLY RATE X FRINGE (40.84%)

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

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

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Laboratory Testing in Support of Permitting and Remediation Efforts

Sub Consultant Name: Cherokee Enterprises, Inc.

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
1.00	EPA 8260	BTEX/MTBE	Water	\$40.00	\$40.00	\$40.00
1.00	EPA 8260	BTEX/MTBE	Soil	\$40.00	\$40.00	\$40.00
1.00	SM 9222D	Fecal Coliforms, Bacteria - (Membrane Filtration)		\$45.00	\$45.00	\$45.00
1.00	FL-PRO	Florida Petroleum Organics (soil)		\$58.00	\$58.00	\$58.00
1.00	FL-PRO	Florida Petroleum Organics (water)		\$58.00	\$58.00	\$58.00
1.00	SM 2340	Hardness, total - Water-Calculation Only		\$25.00	\$25.00	\$25.00
1.00	EPA 6010B (ICP)	Metal Analysis: 2-4 Metals (incl. digestion)	As, Cd, Cr, Pb-Soil	\$48.00	\$48.00	\$48.00
1.00	EPA 6010B (ICP)	Metal Analysis: 2-4 Metals (incl. digestion)	As, Cd, Cr, Pb-Water	\$48.00	\$48.00	\$48.00
1.00	EPA 353.2 + 351.2	Nitrogen, Total		\$50.00	\$50.00	\$50.00
1.00	EPA 1664A	Oil & Grease, Water (Gravimetric)		\$75.00	\$75.00	\$75.00
1.00	EPA 365.4	Phosphorus, Total - Water		\$25.00	\$25.00	\$25.00
1.00	EPA 8082	Polychlorinated Biphenyls (PCBs) (soil/solid)		\$55.00	\$55.00	\$55.00
1.00	EPA 8082	Polychlorinated Biphenyls (PCBs) (water)		\$50.00	\$50.00	\$50.00
1.00	EPA 8270	Polynuclear Aromatic Hydrocarbons (PAH) (soil)		\$80.00	\$80.00	\$80.00
1.00	EPA 8270	Polynuclear Aromatic Hydrocarbons (PAH) (water)		\$80.00	\$80.00	\$80.00
1.00	EPA 6010B/7471	RCRA Metals (soil) (8)		\$85.00	\$85.00	\$85.00
1.00	EPA 6010B/7470	RCRA Metals (water) (8)		\$76.00	\$76.00	\$76.00
1.00	EPA 1312	SPLP Leachate only		\$50.00	\$50.00	\$50.00
1.00	EPA 1312	SPLP Leachate only (ZHE for VOCs)		\$50.00	\$50.00	\$50.00
1.00	EPA 8260	Volatile Organic Compounds (VOCs) (Water)		\$80.00	\$80.00	\$80.00
1.00	EPA 8260	Volatile Organic Compounds (VOCs)-Soil		\$85.00	\$85.00	\$85.00

Test Excavation Unit Prices

Florida DEP Soil Assessment Kit	Day	\$359.13
Florida DEP Monitoring Well Installation Kit	Day	\$393.02
Florida DEP Groundwater Sampling Kit	Day	\$414.71
Florida DEP RA Construction Kit	Day	\$226.62
Trackhoe, PC 200 or equiv (incl. LDW/Fuel/Env.Fee)	Week	\$3,900.00
Loader, 544 or equiv (incl. LDW/Fuel/Env.Fee)	Week	\$3,400.00
Roller, 30-36" inch Drum	Week	\$2,100.00
Reversible Plate Compactor	Week	\$500.00
Pickup or Delivery of Heavy Equipment (each way)	Each	\$375.00
Concrete Restoration	Cubic Yard	\$120.00
Asphalt Restoration	Square Foot	\$4.50
Soil Transport and Disposal	Ton	\$55.00
Drum Disposal, Petroleum Soil	Each	\$225.00
Drum Disposal, Petroleum Contact Water	Each	\$150.00
Vacuum Truck	Hour	\$185.00
Petroleum Contact Water Disposal	Gallon	\$0.45
Air Sparging Pilot Program (400 cfm blower unit)	Day	\$1,200.00
55 gallon drums (empty)	Each	\$65.00
Drum Pickup	Each	\$175.00

NOTES:

1. Dissolved oxygen to be field measured via multi-meter
2. Additional metals not listed (i.e, aluminum) are priced \$12 per each.
3. Where only weekly rates are listed, daily rate = weekly rate / 5

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Field Rates Benthic Studies

Sub Consultant Name: **Collins Engineering, Inc.**
Schneider Engineering Inc.

Field Services

boat rental	daily lease rate	\$500.00 /day
Individual Dive Equipment Rental	per diver	\$30.00 /day
bcd	2 sets leased	\$15.00 /day
weights	2 sets leased	\$10.00 /day
regulators	2 sets leased	\$16.00 /day
tanks	2 sets leased	\$12.00 /day
magnets	one time purchase	\$57.78
floats	one time purchase	\$5.00
ropes	one time purchase	\$10.00
dive computer	2 leased	\$40.00 /day
surface supplied air	weekly lease	\$2695.00/week
surface supplied air	daily lease	\$675.00 /day
slates	one time purchase	\$10.00
camera/geoDVR rental	weekly lease	\$200.00 /week
camera/geoDVR rental	daily lease	\$50.00 /day

Sediment Testing (Direct Reimbursable, No Markup)

11 ICP Metals +Hg (sediment)	Each	\$52.00
16 PAHs in Soil (sediment)	Each	\$77.00
Moisture (sediment)	Each	\$0.00
Elutriate Prep (1 liter) (elutriate samples)	Each	\$125.00
11 ICP Metals +Hg (elutriate samples)	Each	\$52.00
16 PAHs in Soil (elutriate samples)	Each	\$77.00
Elutriate Blanks	Each	\$150.00

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Geotechnical Field Work Maximum Rates (1 of 2)

Sub Consultant Name: Tierra South Florida, Inc.

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION (LAND)				
Mobilization of Drill Rig	Trip	0	\$ 1,000.00	\$ -
Standard Penetration Test Borings (By Truck-Mounted Equipment)				
Land:	L.F.	0	\$ 14.00	\$ -
Grout-Seal Boreholes (By Truck-Mounted Equipment)				
Land:	L.F.	0	\$ 3.50	\$ -
Casing Allowance (By Truck-Mounted Equipment)				
Land:	L.F.	0	\$ 6.00	\$ -
Field Permeability Tests	Test	0	\$ 250.00	\$ -
Double Ring Infiltration Tests	Test	0	\$ 500.00	\$ -
Auger Borings	L.F.	0	\$ 9.00	\$ -
II. LABORATORY TESTING				
Natural Moisture Content Tests	Test	0	\$ 10.00	\$ -
Grain-Size Analysis - Full Gradation	Test	0	\$ 55.00	\$ -
Organic Content Tests	Test	0	\$ 35.00	\$ -
Atterberg Limit Tests	Test	0	\$ 85.00	\$ -
Unconfined Compression Test	Test	0	\$ 100.00	\$ -
IV. ENGINEERING AND TECHNICAL SERVICES				
Based on Exhibit B				
V. FIELD INVESTIGATION (WATER)				
Mobilization of Equipment (Barge)	Trip	0	\$ 6,500.00	\$ -
Mobilization of Drill Rig	Trip	0	\$ 350.00	\$ -
Barge-Mounted Equipment Rental	Day	0	\$ 6,000.00	\$ -
Crane Rental	Day	0	\$ 2,500.00	\$ -
Safety Boat Rental	Day	0	\$ 500.00	\$ -
Standard Penetration Test Borings (By Barge-Mounted Equipment)				
0 - 50 ft depth	L.F.	0	\$ 25.00	\$ -
50 - 100 ft depth	L.F.	0	\$ 35.00	\$ -
100 - 150 ft depth	L.F.	0	\$ 50.00	\$ -
Grout-Seal Boreholes (By Barge-Mounted Equipment)				
0 - 50 ft depth	L.F.	0	\$ 10.00	\$ -
50 - 100 ft depth	L.F.	0	\$ 20.00	\$ -
Casing Allowance (By Barge-Mounted Equipment)				
0 - 50 ft depth	L.F.	0	\$ 15.00	\$ -
50 - 100 ft depth	L.F.	0	\$ 20.00	\$ -
100 - 150 ft depth	L.F.	0	\$ 25.00	\$ -

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Geotechnical Field Work Maximum Rates (2 of 2)

Sub Consultant Name: **Tierra South Florida, Inc.**

Field Investigation (Land)	Unit	Unit Price
Casing Allowance 6" (0-50-ft)	L.F.	\$15.00
Casing Allowance 6" (50-100-ft)	L.F.	\$20.00
Extra SPT samples (0-50-ft)	L.F.	\$34.25
Extra SPT samples (50-100-ft)	L.F.	\$40.00
Rock Coring 3"	L.F.	\$45.00
Rock Coring 4" (0-50-ft)	L.F.	\$50.00
Rock Coring 4" (50-100-ft)	L.F.	\$80.00
Advancement of Test Well at Direction of Remediation Engineer	L.F.	\$40.00
Ground Casing (for monitoring wells)	L.F.	\$25.00
Direct Shear Test (Limerock)	Each	\$2,000.00
Direct Shear Test (Sand)	Each	\$800.00
Corrosion Series Tests	Each	\$185.00

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Materials and Testing Maximum Rates (1 of 5)

Sub Consultant Name: Tierra South Florida, Inc.

Geotechnical Testing Unit Rates

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MAX. RATE</u>
1	<u>STRUCTURAL STEEL</u>	
2	<u>WELDING</u>	
3	<u>SOIL RELATIVE DENSITY TEST</u>	
3A	Relative Density Tests (Vibroflotation in-situ Verification)	\$ 20 per L. ft.
3B	SPT Standard Penetration Test Soil borings	\$ 20 per L. ft.
3C	CPT Cone Penetration Test Soundings	\$ 16 per L. ft.
4	<u>MONITORING TEST WELLS</u> (for water sample collection)	
4A	Installation of Test Wells (Drill and Crew)	\$ 40 per ft.
5	<u>STRAIN MEASUREMENTS SR4 INDICATOR</u>	
6	<u>REINFORCING STEEL</u>	
6A	Tensile test of reinforcing Bars up through #7	\$ 800 each
6B	No. 8 – No. 11	\$ 800 each
6C	No. 14 – No. 18	\$ 800 each
6D	Bend Tests	\$ 800 each
6E	Deformation inspection	\$ 200 each
6F	Wire mesh	\$ 400 each
6G	Prestress Cable-ASTM Method	\$ 800 each
7	<u>SOIL FILL</u>	

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Materials and Testing Maximum Rates (2 of 5)

Sub Consultant Name: Tierra South Florida, Inc.

8	<u>SOIL LOAD BEARING TEST</u>	
8A	Field Plate Load Test (ASTM D-1194)	\$ 1200 each
9	<u>SOIL MECHANICS TESTS</u>	
9A	Atterberg Limits	\$ 85 each
9B	Florida Bearing value individual samples	\$ 75 each
9C	Florida Bearing value determination of blend	\$ 105 each
9D	Gran Size	
9E	Hydrometer analysis	\$ 150 each
9F	Sieve analysis	\$ 55 each
9G	% minus No. 200 sieve	\$ 45 each
9H	Limerock bearing ratio	\$ 280 each
9I	Mechanical analysis complete (Sieve and Hydrometer Analysis and specific gravity)	\$ 200 each
9J	Moisture Density tests (AASHTO, ASTM, FAA)	\$ 50 each
9K	Moisture determination	\$ 10 each
9L	Permeability	\$ 250 each
9M	Specific gravity - Absolute	\$ 150 each
9N	Triaxial compression tests	\$ 150 each
9O	Unconfined compression tests	\$ 100 each
9P	Unit Weight	\$ 50 each
10	<u>ROOF TESTS</u>	
11	<u>SOIL BORINGS</u>	
11A	Standard Penetration Borings (ASTM D-1586)	\$ 14 per L. ft.
11B	Auger Borings (ASTM D1452)	\$ 9 per L. ft.
11C	Rock Coring (ASTM D-2113) BX and NX cores	\$ 45 per ft.
11D	Shelby Tube sampling (ASTM D-1587) plus borings Minimum Job site (40 ft.)	\$ 100 per ft.
12	<u>SOIL PERCOLATION TESTS</u>	
12A	Soil percolation tests (Florida Department of Pollution Procedures)	\$ 350 each
12B	Soil percolation test (slug tests)	\$ 350 each
12C	USGS-DCPW Procedure	\$ 350 each
12D	Soil percolation tests (DCPW Highway Div. Procedure) (Min. 2 jobs)	\$ 350 each
12E	Soil percolation tests (exfiltration test)	\$ 350 each
12F	Soil percolation tests (double ring infiltration)	\$ 500 each

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Materials and Testing Maximum Rates (3 of 5)

Sub Consultant Name: Tierra South Florida, Inc.

13	<u>PILING</u>	
13C	Furnishing calibrated jack up to 400,000 lbs.	\$ 1500 per jack
14	<u>FIREPROOFING</u>	
14B	Laboratory unit weight test of fireproofing coating	\$ 600 per sample
15	<u>CONCRETE REBOUND HAMER TESTS</u>	
16	<u>CONCRETE CUBES</u>	
16A	Compression testing of 2" cubes in laboratory	\$ 25 each
16B	Making cubes on field	\$ 25 each
17	<u>CONCRETE TESTING</u>	
17B	Make and compression test cylinders (min. 5 cyl.) Including slump test.	\$ 25 each
17C	Air test in field when made with cylinders	\$ 15 each
17D	Slump test in addition to those with cylinders	\$ 15 each
18	<u>CONCRETE DESIGN MIXES</u>	
18A	Concrete design mixes including test and trial Batch with six test cylinders	\$ 600 per mix
19	<u>CONCRETE INSPECTION</u>	

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Materials and Testing Maximum Rates (4 of 5)

Sub Consultant Name: Tierra South Florida, Inc.

20	<u>CONCRETE BEAMS</u>	
20A	Flexural strength, making and testing (Min 2 tests/trips)	\$ 150 each
21	<u>CONCRETE BLOCK AND BRICKS</u>	
21A	Brick, concrete, building ASTM Test	\$ 300 each
21B	Block, utility cover, ASTM test	\$ 300 each
21C	Block, concrete masonry test, ASTM test	\$ 300 each
21D	Block, concrete compression individual units	\$ 300 each
21E	Block, concrete absorption individual units	\$ 300 each
21F	Drying shrinkage test of concrete block ASTM C246	\$ 300 each
21G	Moisture condition of concrete block	\$ 300 each
21H	Block series-shrinkage, compression, absorption and humidity	\$ 500 each
21I	Prism Test	\$ 25 each
21J	Concrete or Mortar Grout (3" x 3" x 6")	\$ 25 each
21K	Full block prisms	\$ 300 each
22	<u>CONCRETE CORING</u>	
22A	Taking and compression testing structural of Pavement cores (min. 3 core/time)	\$ 400 each
22B	Measuring of cores for thickness	\$ 20 each
23	<u>ASPHALT TESTING</u>	
23A	AC, RC and MC grades Asphalt (AASHTO M-226, M-81, M-82)	\$ 500 each
23B	Emulsified Asphalt (AASHTO M-140)	\$ 500 each
	Individual test of asphalt and asphalt primers:	
23C	Bond strength PSI	\$1000 each
23D	Distillation	\$1500 each
23E	Ductility	\$ 800 each
23F	Flash Point: (Cleveland open Cup)	\$ 500 each
23G	Open tag	\$1000 each
23H	Float	\$1500 each
23I	Flow Viscosity	\$ 800 each
23J	Loss on heating	\$ 500 each
23K	Penetration	\$ 500 each
23L	Softening Point (ring and ball)	\$ 300 each
23M	Solubility in Organic Solvents	\$ 300 each
23N	Asphaltic Concrete Extraction	\$ 250 each
23O	Hubbard Field of Marshall stability test	\$ 500 each
	Density tests (Nuclear ASTM D-2950)	\$ 50.00 each.
	Min. 2/tests trip	

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NONSALARY EXPENSES
Materials and Testing Maximum Rates (5 of 5)

Sub Consultant Name: Tierra South Florida, Inc.

24	<u>CEMENT TESTING</u>	
24A	Portland Cement ASTM Physical test (ASTM C150)	\$ 500 each
24B	Portland Cement ASTM Chemical analysis (ASTM C150)	\$1000 each
24C	Compressive Strength ASTM C109	\$ 150 each
24D	Tensile Strength ASTM C190	\$ 150 each
25	<u>ASPHALT INSPECTION</u>	

EXHIBIT C
LETTERS OF INTENT

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

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

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: X1270003P1

Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion

Bidder/Offeror Name: HDR Engineering, Inc.

Address: 3250 W. Commercial Blvd, Suite 100 City: Fort Lauderdale State: Florida Zip: 33309

Authorized Representative: Charles T Sinclair, PE Phone: (954) 535-1876

CBE Subcontractor/Supplier Name: Kimberly Ann Brown and Associates, Inc.

Address: 2841 N Ocean Blvd., Ste. 905 City: Ft. Lauderdale State: Florida Zip: 33308


Authorized Representative: Kimberly Ann Brown Phone: 954-567-3497

- 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
Environmental Engineering	541330	IBD	4.5%

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

CBE Subcontractor/Supplier Authorized Representative

(Signature)  President (Title) 4/13/2015 (Date)

Bidder/Offeror Authorized Representative

(Signature)  Senior Vice President (Title) 4/20/2 (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.

Kimberly Ann Brown & Associates, Inc./KABA

2841 North Ocean Boulevard Suite 905 Fort Lauderdale, FL 33308

County: Broward

Contact: Kimberly Brown

Phone: 954-567-3497

Fax: 954-567-2549

Ethnicity: White

Certification(s): CBE

Type: Architecture & Engineering

kabainc@bellsouth.net

<http://www.kabainc.com>

Specialties:

Environmental Engineer

Engineer

Environmental Impact Studies

Air Quality Monitoring

Mailing Address:

2841 North Ocean Boulevard Suite 905
Fort Lauderdale, FL 33308

Broward County Vendor: Yes

Vendor Number: VC0000039803

File Number:

Description:

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

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Solicitation Number: X1270003P1

Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion

Bidder/Offeror Name: HDR Engineering, Inc.

Address: 3250 W. Commercial Blvd., #100 City: Fort Lauderdale State: Florida Zip: 33309

Authorized Representative: Chuck Sinclair, P.E. Phone: (954) 535-1876

CBE Subcontractor/Supplier Name: Hammond & Associates, Inc.

Address: 7348 NW 5th Street City: Plantation State: Florida Zip: 33317

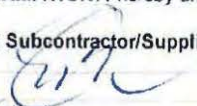
Authorized Representative: Eric Hammond, P.E. Phone: (954) 327-7111

- 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
Mechanical & Electrical Engineering	541330	TBD	5.5%

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

CBE Subcontractor/Supplier Authorized Representative

(Signature)  President (Title) April 15, 2015 (Date)

Bidder/Offeror Authorized Representative

(Signature)  Senior Vice President (Title) 4/20/2015 (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.

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

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: X1270003P1

Project Title: Design and Engineering Services - Port Everglades Slip 1 Expansion

Bidder/Offeror Name: HDR

Address: 3250 West Commercial Boulevard City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Phone: 9545351876

CBE Subcontractor/Supplier Name: Cordova Rodriguez & Associates, Inc.

Address: 6941 S.W. 196th Avenue, #28 City: Pembroke Pines State: FL Zip: 33332


Authorized Representative: Rosana D. Cordova, P.E., AICP, LEED AP, Principal Phone: 954-880-0180

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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
Engineering Services / Civil Engineering	541330	TBD	7%

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

CBE Subcontractor/Supplier Authorized Representative


(Signature)

Principal
(Title)

4/16/15
(Date)

Bidder/Offeror Authorized Representative


(Signature)

Senior Vice President
(Title)

4/20/2015
(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.

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

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: X1270003P1

Project Title: Design and Engineering Services - Port Everglades
Slip 1 Expansion

Bidder/Offeror Name: HDR Engineering, Inc.

Address: 3250 West Commercial Blvd Suite 100 City: Fort Lauderdale State: FL Zip: 33029

Authorized Representative: Jay Nagle Phone: 954-535-1876

CBE Subcontractor/Supplier Name: ADEPT Public Relations, LLC

Address: 5300 Powerline Road, Suite 207 City: Fort Lauderdale State: Florida Zip: 33309

Authorized Representative: Julie Ruffolo Phone: 754 769 1533

- 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
Project team facilitation support	541611	TBD	1%
Presentations to Port Director's Office	541613		
Port Clients, Petroleum Sector Industry			

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

CBE Subcontractor/Supplier Authorized Representative

Julie Ruffolo Managing Partner 11-14-2016
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

Justin S. Kafa Vice President 11-16-16
(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.

**EXHIBIT C-1
SCHEDULE OF SUBCONSULTANT PARTICIPATION**

Project No: RFP X1270003P1
Project Title: Port Everglades Slip 1 Expansion

No.	Firm Name	Discipline
1.	Absolute Civil Engineering Solutions, LLC.	Construction testing and inspection.
2.	ADEPT Public Relations, LLC.	Public outreach, document control and project stakeholder coordination.
3.	Cherokee Enterprises, Inc.	Environmental remediation engineering and remediation testing.
4.	Collins Engineers, Inc.	Facility condition assessment and asset management.
5.	Cordova Rodriguez & Associates, Inc.	Utility and potable water design; civil and drainage engineering peer review; construction engineering and inspection.
6.	Craig A. Smith, & Associates Inc.	Subsurface locates and mapping.
7.	MPS3D, LLC.	Subsurface locates and mapping.
8.	Craven Thompson & Associates, Inc.	Topographic survey, drainage design, site grading and paving design, construction supporting services
9.	Shah Drotos & Associates, Inc.	Petroleum infrastructure mapping, petroleum infrastructure and operations consultation, coordination with SFPS and petroleum sector
10.	Hammond & Associates, Inc.	Fire water and electrical and systems design; high mast lighting design, construction support.
11.	Penn Pro, Inc.	Fuel offload and transport mechanical and systems engineering and integration of SFPS designs.

No.	Firm Name	Discipline
12.	Schneider Engineering and Consulting Company, Inc.	Temporary marine structures design; Berth 11 and slip end wall stabilization design; cost estimating; construction support; marine structure peer reviews.
13.	Kimberly Ann Brown and Associates, Inc.	Environmental permitting, Section 10 / 404 permitting.
14.	Tierra South Florida, Inc.	Geotechnical testing and engineering.

EXHIBIT D

Insurance Requirement for Design & Engineering for Port Everglades Slip 1 Expansion Project

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	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> U.S. Longshoremen & Harbor Workers' Act & Jones Act	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	(each accident)	\$ 1 mil	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	(each accident)	\$ 5 mil	
	Extended reporting period	5 years	
<input checked="" type="checkbox"/> POLLUTION LIABILITY	Claims-made form w/ Extended Reporting Period of 5 yrs. Deductible not to exceed: \$ 100 k	\$ 1 mil	\$ 1 mil
<input type="checkbox"/> Inland Marine Coverage - Installation floater Coverage must be "All Risk", completed value. 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		Completed Value
<input checked="" type="checkbox"/> Miscellaneous Coverage - Hull & Machinery (Collision liability with other watercraft)	Maximum Deductible:	\$10 k	
	Minimum coverage	\$ 1 mil	
Broward County must be certificate holder and endorsed as an Additional Insured except WC.			

NOTE: Proof of workers' compensation exemption is required in the form of a letter on company letterhead or a State exemption certificate.

CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:

Broward County
 1850 Eller Drive
 Fort Lauderdale, FL 33316

Attn: Matthew Harold

Carlos de la Guerra
 CARLOS DE LA GUERRA
 RISK MANAGEMENT & CONTRACTS
 BUSINESS ADMINISTRATION DIVISION
 PORT EVERGLADES

Digitally signed by CARLOS DE LA GUERRA
 DN: dc=city, dc=broward, de=bc,
 ou=Organization, ou=PEV, ou=Users,
 cn=CARLOS DE LA GUERRA
 Date: 2016.11.23 13:36:38 -0500

Risk Management Division

EXHIBIT E

Security Requirements – Port Everglades

- A. The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than five (5) times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604 or (954) 765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8371, or go on line to <https://universalenroll.dhs.gov/twic-home>.