



**AGREEMENT BETWEEN BROWARD COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONSULTANT SERVICES FOR
DESIGN SERVICES FOR WILES ROAD FROM UNIVERSITY DRIVE TO RIVERSIDE DRIVE
(RFP# R2113749P1)**

This is an Agreement (“Agreement”), made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and Kimley-Horn and Associates, Inc., a foreign corporation authorized to conduct business in the State of Florida (“Consultant”) (collectively referred to as the “Parties”).

WHEREAS, County issued RFP No. R2113749P1 for design services for the Wiles Road Project, from University Drive to Riverside Drive; and

WHEREAS, Consultant represents that it is experienced in professional engineering design services related to a six lane roadway construction Project, including roadway widening and reconstruction, street lighting, landscaping, irrigation, designated bicycle lanes, signalization, drainage, and other associated improvements; and

WHEREAS, County wishes to engage Consultant to provide professional engineering design services for this 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 Highway Construction and Engineering Division, or Assistant Director of Highway Construction and Engineering Division, who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the

Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

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

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

1.6 **County Attorney**: The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.7 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

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

1.9 **Project**: A six lane roadway improvement of Wiles Road from University Drive to Riverside Drive, including roadway widening and reconstruction, street lighting, landscaping, irrigation, designated bicycle lanes, signalization, drainage, and other associated improvements.

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

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) County Incentive Grant Program (CIGP) funding.

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

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

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

3.4 Consultant shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Consultant agrees that if it withholds an amount as retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all its subconsultants, subcontractors, and suppliers.

**ARTICLE 4. TIME FOR PERFORMANCE;
CONTRACTOR DAMAGES; LIQUIDATED DAMAGES**

4.1 Consultant shall perform the services described in Exhibit A within the time periods specified in the Project Schedule included in Exhibit A; said time periods shall commence from the date of the Notice to Proceed for such services.

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

4.3 In the event 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.

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 as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$0. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 Lump Sum Compensation. Compensation to Consultant for the performance of all Basic Services identified in Exhibit A, as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of \$966,037.06.

5.1.3 Intentionally left blank.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$21,000 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 Rates. 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. County shall not pay Consultant any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 5.3 and Article 6.

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

5.1.6 Intentionally left blank.

5.1.7 The dollar limitation set forth in Sections 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 profit margin as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead 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 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 subsections 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 the Consultant or any Subconsultant, Consultant shall reimburse the County based upon the actual costs determined by the audit.

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

5.2.4 The total hours payable by the County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant's or Subconsultant's personnel to work in excess of 40 hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one-half of the 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:

Kimley-Horn and Associates, Inc.
P.O. Box 932520
Atlanta, GA 31193-2520

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement, including the initiation of any Additional Services.

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this Agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion 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 Intentionally left blank.

6.5 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 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

8.2 Consultant shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Consultant.

8.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

8.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with

County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

8.3.4 Professional Liability Insurance. Such insurance shall cover Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

8.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, Consultant shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the Project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the Project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

8.5 Coverage is not to cease and is to remain in force until County determines all performance required of Consultant is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

8.6 Consultant shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

8.7 Consultant shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Consultant may redact portions of the policies that are not relevant to the insurance required by this Agreement.

8.8 County and Consultant, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

8.9 If Consultant uses a Subconsultant, Consultant shall require each Subconsultant to endorse 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 non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Consultant to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

9.2 Consultant acknowledges that the Board, acting through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County if Consultant concludes that the modification exceeds the authority 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	15 %
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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 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 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. 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 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, 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 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, 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 issued under this Agreement is terminated for convenience, Consultant shall be paid for any services properly performed under this Agreement 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 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) 577-4579, rtornese@broward.org, 1 N University Drive, Plantation, Florida 33324.

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.

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 Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's Subconsultants.

10.7 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.6. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Consultant without County's written consent.

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

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

10.8 Indemnification of County and FDOT. 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.

As required under the FDOT CIGP Agreement between the County and FDOT, Consultant shall indemnify, save and hold harmless FDOT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission, or commission of Consultant or any of Consultant's agents, subconsultants, or subcontractors. It is specifically understood and agreed that this indemnification provision does not cover or indemnify FDOT for its own negligence.

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:

Richard Tornese, Director
Highway Construction and Engineering Division
1 University Dr., Box B300
Plantation, FL 33324

FOR CONSULTANT:

Marwan Mufleh, P.E.
Kimley-Horn and Associates, Inc.
1690 South Congress Avenue
Delray Beach, FL 33445

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 clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits 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 inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 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 Domestic Partnership Requirement. Consultant certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of this Agreement. The failure of Consultant to comply shall be a material breach of this Agreement, entitling County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Consultant until Consultant complies; (2) termination of this Agreement; and (3) suspension or debarment of Consultant from doing business with County.

10.33 E-Verify Requirements. As required under the FDOT CIGP Agreement between Broward County and FDOT, 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 and subcontractors 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 or subcontractor 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: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

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

By Tim Koucky 10/5/17
Signature (Date)

Tim Koucky Property Specialist
Print Name and Title above

By Maya Moore 10/5/17
Maya Moore (Date)
Assistant County Attorney

Michael J. Kerr 10/5/17
Michael J. Kerr (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR
CONSULTANT SERVICES FOR DESIGN SERVICES FOR WILES ROAD FROM UNIVERSITY DRIVE TO
RIVERSIDE DRIVE IN BROWARD COUNTY, FLORIDA, RFP # R2113749P1

FOR CORPORATION:

Consultant

ATTEST:

Marcia Feldman
Asst. Secretary

Marcia Feldman
(Typed Name of Secretary)

CORPORATE SEAL



Kimley-Horn and Associates, Inc.
(Typed Name of Consultant/Firm)

By Marwan Mufleh
President/Vice President

Marwan Mufleh, P.E., Senior Vice President
(Typed Name and Title)

28 day of September, 2017.

INDEX TO EXHIBITS:

Exhibit A	Scope of Work
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Letters of Intent
Exhibit C-1	Schedule of Subconsultants
Exhibit D	Minimum Insurance Requirements

EXHIBIT A
Scope of Work

SCOPE OF SERVICES

DESIGN SERVICES FOR WILES RD. FROM UNIVERSITY DR. TO RIVERSIDE DR.

Broward County RFP Number: R2113749P1

1. General Description

- 1.1.** The project is to widen Wiles Road from four to six lanes from University Drive to Riverside Drive. The existing pavement will be milled and resurfaced to the extent possible and widened. The proposed six lane widening will transition to the existing 4 lanes at the beginning of the project, just west of University Drive. The project is located in the City of Coral Springs.
- 1.2.** Wiles Road is an existing four lane divided roadway to be widened to six lanes. The intent is to save the existing pavement where possible but narrow the median to accommodate the proposed typical section. The proposed six lane roadway will transition to the existing four lane roadway by converting the additional westbound through lane to a drop right condition at NW 95th Ave / second entrance to Walmart plaza rather than a merge design. This is an approximate distance of 850 feet west of University Drive. Start the additional eastbound through lane immediately west of University Drive and replace the existing eastbound right turn lane. Provide roadway design for reconstruction of NW 87th Ave due to drainage work. Design to relocate 16 right turn lanes. The resulting project length is 1.14 miles starting at NW 95th Ave and ending at Riverside Drive, plus 350' of NW 87th Ave.
- 1.3.** The purpose of this scope is to provide final engineering design and construction plans services.

2. Basic Services

2.1. Roadway Design and Plans

2.1.1. Typical Section Development

- 2.1.1.1.** Prepare a maximum of one full typical section for the main roadway based on 45 MPH design speed. Provide 2 typical sections one for the east and one for the west legs of the expanded intersection at University Drive based on the County and FDOT's previously approved typical sections. Where there are right of way constraints consider reducing the typical section width in the following order:

- Bike lane buffer

- Sidewalk width to 5'
- Median width

Prepare a partial typical section for right turn lanes and address impacts on adjacent property. Prepare a typical section for the reconstruction of NW 87th Ave to provide an additional drainage outfall at the drainage easement located 350' south of Wiles Road. After County review of typical section, conduct one meeting with City Departments to discuss the typical section. Upon County acceptance of City comments, revise typical section and resubmit to County for final approval.

- 2.1.1.2. Coordinate County position on noise analysis and relay to the City. Noise analysis study is not anticipated. It is assumed that any noise walls would be designed and constructed by others on private property and not within the road right of way.

Deliverables: Submit typical sections to County for one review. General requirements for submittals are outlined in section 4.0

2.1.2. Horizontal Alignment Analysis

- 2.1.2.1. Coordinate with County staff regarding right-of-way (ROW) information. From County provided survey and ROW CAD files and information, review right-of-way and easement locations and any constraints on use of such property. Establish a centerline of construction in the center of the typical median. After County review of the typical section submittal and traffic analysis, incorporate comments and design a conceptual horizontal alignment plan.

Replace all dedicated right turn lanes only where sufficient existing right of way is available. Maintain all existing median opening locations except for some unnecessary U-turn movements if allowed by BCTED. Address sight distance at non-signalized intersections as related to corner chords and landscaping. Avoid right of way acquisition in constrained areas where applicable by reducing typical section elements in the order identified in that section above.

- 2.1.2.2. University Drive Intersection

Provide preliminary geometric layout for the expanded intersection and coordinate with FDOT design of University Drive. Design on University Dr. will be limited to the curb returns, which will be placed at the ultimate location from the FDOT design. Additional pavement at those areas for future widening will be striped out.

Discuss all design layout issues with the County prior to proceeding with full design.

- 2.1.2.3. Prepare plan sheet for partial reconstruction of NW 87th Ave to provide an additional drainage outfall south of Wiles Road. Coordinate all design and traffic control with the City on this City owned street.

2.1.2.4. Intersections at Cypress Dr. Palm Dr. NW 85th Ave, Riverside Dr. and driveways

The three existing Intersections are entrances to private developments with heavily landscaped and hardscape features in close proximity to the proposed widening. It is expected that the landscaped and hardscape median nose of those entrances would be impacted by the proposed crosswalks and must be cut back. Existing corner landscape and hardscape will also be impacted due to relocation of the dedicated right turn lanes at those entrances. The property owners (home owners associations) will be responsible for relocating the decorative features. Reconstruction of curb returns will impact existing decorative pavement, which will require restoration. Provide a detail for modifying and restoring impacted sections of the existing decorative pavement.

Other entrances at driveways may require encroachment on private property for vertical tie-in and harmonization. Provide the County with plan exhibits showing dimensions of encroachments to allow County to acquire license agreements for restoration.

Riverside Drive intersection will remain as designed in Wiles Road Phase 2, but two westbound right turn lanes will be relocated to serve the commercial properties at the northwest corner of the intersection.

Existing Right turn lanes will be relocated for a total of 16 turn lanes.

Deliverables: Submit conceptual alignment plan to County for one review. It is assumed that impacted decorative entrance and landscape lighting as well as any monument signs will be relocated by the property owner. This scope does not include design for relocation of such features. General requirements for submittals are outlined in section 4.0

2.1.3. Vertical alignment and Cross Sections Analysis

- 2.1.3.1. Design vertical alignment to assess impacts on existing conditions. Consider maintaining the existing pavement and widen by use of special curb profiles and variable outside lane cross slopes. Check critical cross sections. Extend intersection plateau at University Dr. Submit vertical profile design to the County for one review. After incorporation of County comments, proceed with the detailed design of intersection and turn lane grades. Provide curb returns grading in conjunction with drainage design.
- 2.1.3.2. Provide Side Street and driveway profiles and determine encroachment limits for all entrances (16 entrance legs).
- 2.1.3.3. Design curb return profiles for approximately 36 intersection /driveway corner curb returns.

- 2.1.3.4. Prepare gravity wall/back of sidewalk curb profile details along existing commercial areas due to difference in elevation at the right of way line.
- 2.1.3.5. Develop existing and proposed cross sections at 50' intervals. Obtain from County Surveyor location of the footer of the adjacent development's privacy walls as well as detailed location of extensive landscape and hardscape at existing entrances.

Deliverables: Provide intersection plateau design for Wiles Road at University Drive. Provide separate intersection detail sheets to show plateau and intersection grading. Provide special profile design for right turn lanes and intersections. Provide limits of gravity wall/back of sidewalk curb. Provide cross sections. General requirements for submittals are outlined in section 4.0

2.1.4. Structural Design

- 2.1.4.1. Provide structural design for back of sidewalk L-walls (tied to sidewalk) and or gravity walls to avoid encroachment on private property.
- 2.1.4.2. Provide structural design for the proposed mast arm signals at the University Dr. intersection.

2.1.5. Roadway Plans

- 2.1.5.1. Develop roadway design and prepare roadway plans. Prepare plan sheets at 1"=40' scale on 11x17 size sheets. Use aerial background from raster images provided by County. Design cross sections at standard scale. Due to existing restrictions on vertical alignment, document design criteria variations and notify County for their concurrence. Coordinate pavement design with geotechnical sub consultant.

- 2.1.5.2. As a minimum, Roadway plans consist of the following sheets:

Key Sheet, Drainage Maps, Typical Sections, General Notes/Pay Item Notes, Summary Of Quantities, Summary Of Drainage Structures, Horizontal Control (provided by County Surveyor), Plan and Profiles, Miscellaneous Construction Details including L-walls and gravity walls, Drainage Structures, Cross Sections, Traffic Control, Erosion Control, Storm water Pollution Prevention Plan (SWPPP), Drainage Details.

Deliverables: Phase submittals required – Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0

2.1.6. Traffic Control Plans (TCP)

2.1.6.1. Coordinate with County Traffic Division and City to develop a traffic control plan concept. Develop construction phasing and sequencing plan assuming milling and resurfacing of existing pavement and widening.

Deliverables: Prepare phasing typical section details, up to 3 sheets, Phasing notes, up to 2 sheets and plan view concept drawings for the main phases of construction up to 24 panels/sheets. This scope does not include design of temporary signals. General requirements for submittals are outlined in section 4.0

2.1.7. Drainage Design

2.1.7.1. Prepare drainage analysis to provide provisions for water quality and quantity for the additional impervious areas. It is assumed all drainage needs will be incorporated within existing road right of way or existing lakes of the abutting developments. Meet and coordinate with South Florida Water Management District (SFWMD), Sunshine Water Control District (SWCD) and North Springs Improvement District (NSID) to establish design criteria. Where exfiltration trenches are needed, place them outside of pavement and median locations where possible even if that requires relocation of existing utilities. New storm water ponds and / or dry detention areas are not proposed in this drainage scope due to lack of right of way. It is expected that water quantity attenuation measures for a widening project will not be required since runoff will continue to discharge in the existing water bodies. Since Wiles Road is a drainage divide with one drainage system serving the north half of the right of way and discharges to NSID. However, the existing outfalls were not designed for the ultimate 6 lane roadway. The other drainage system serves the south half of the right of way and discharges to SWCD. Similar to the north system, it was not designed for the ultimate 6 lane roadway.

2.1.7.2. Drainage outfalls – The south half of Wiles Road is served by two drainage outfalls, one along Riverside Drive and the other west of University Dr. Both systems were not designed for the ultimate 6 lanes and must be analyzed for capacity. **Provide drainage analysis for the two systems that anticipates the future widening to ensure adequate sizing of the drainage system. Provide an additional outfall along NW 87th Ave. It is expected that some portions of the existing systems will need upsizing.**

The north half of Wiles Road is served by five independent systems with small outfall pipes which do not provide sufficient capacity for the proposed widening. **Provide drainage analysis to accommodate the future widening. It is anticipated that existing systems will be reconstructed. The scope assumes that existing outfalls will remain since they are in narrow easements on private property. Therefore,**

reconstruction of existing outfall pipes on private property is not included in the scope of the project.

2.1.7.3. In order to provide a value engineering analysis on the drainage system, obtain all information on the system from County surveyor and Highway and Bridge Maintenance Department (HBM) including condition, size, material, invert elevations, etc. Provide an analysis of the existing system with alternatives to determine the extent of the mainline that could remain in place.

Consider the following in the evaluation.

- Condition of pipes as provided by County (Video inspection of system and replacement recommendation by County is required)
- Elevation of trench and close proximity to pavement subgrade
- Extent of existing system that is undersized and must be replaced
- Location of existing and proposed utilities
- Extent of new structures which will be connected to the existing mainline and will therefore require cutting of the pipe and exfiltration trench system.
- Addition of new outfalls at NW 87th Ave.

2.1.7.4. Broward Highway and Bridge Maintenance Department will provide video inspection of the existing drainage system and note the condition of the pipes on roadway plans or record drawings as they did for Wiles Road Phase 2. HBM will delineate those pipes which will be replaced. In the event the County does not provide this inspection service, Consultant will provide it as an additional service, which will be negotiated at a later time if needed.

2.1.7.5. Prepare curb inlet spread calculations in accordance with FDOT criteria.
Deliverables: Drainage analysis report and components of phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0

2.1.8. Signing and Pavement Marking Design and Plans

2.1.8.1. After County approval of Phase 1 (30% complete) roadway plans, develop preliminary signing and pavement marking plans in accordance with current MUTCD and Broward County standards. Provide signing and marking as required for school crossings. Develop design and prepare detail plans of “Next Signal” signs for all signalized intersections.

2.1.8.2. Coordinate with County regarding use of pavement marking options in bike lane areas consistent with the previous phases of Wiles Road. Provide special bike lane marking detail. No overhead signs are anticipated for the project.

Deliverables: Phase submittals required– Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0.

2.1.9. Signalization Design and Plans

2.1.9.1. Develop design and prepare construction plans for replacement of existing signals that are in conflict with the proposed construction at the following intersection locations.

- University Dr.

Deliverables: Phase submittals required– Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0.

2.1.10. Erosion Control Plans

2.1.10.1. Prepare erosion control and storm water pollution prevention plans as required for environmental storm water permitting.

Deliverables: Completion of plans for permit submittal and incorporation into Phase IV plans. Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0.

2.1.11. Horizontal Control Reference Sheets

2.1.11.1. Incorporate horizontal control and bench mark information as provided by County Surveyor. County Surveyor shall provide signed and sealed survey control sheets at the conclusion of the design phase for incorporation into final plans.

2.1.12. Public Outreach

2.1.12.1. Coordinate with City and County to prepare for a public outreach strategy. This task will include one public information meeting and up to one more formal meeting (City commission meeting). Informal home owner association (HOA) meetings may be provided to address specific concerns. Conduct the public meeting after preparation of Phase I (30% Plans) and prior to completion of Phase II. HOAs for the project are listed below.

- Edgewater Condominiums
- Royal Eagle Plaza
- Coral Trace
- Pine Crest
- Carriage Point Estates

- 2.1.12.2. Research and prepare contact information for above stakeholders and prepare public meeting notices for the proposed meetings via U.S. Mail and email. Follow up with stakeholders to confirm receipt of notices. Coordinate with City to have them announce the meetings through their web site and other means. Notices to businesses will be sent to the business address and the property owner address shown on the County's Property Appraiser web site.
 - 2.1.12.3. Prepare exhibits for the public information meeting for all stakeholders and update them for the second meeting. This consists of a PowerPoint presentation along with colored board exhibits of typical sections and roll plot of the entire project alignment.
 - 2.1.12.4. Maintain telephone coordination with representatives of the stakeholders to update them on major design changes.
- 2.1.13. Opinion of Probable Construction Cost
- 2.1.13.1. Prepare an opinion of probable construction cost at Phase II, III, and IV of the project. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
Deliverables: Cost Estimates to be submitted with Phase Submittals. General requirements for submittals are outlined in section 4.0.
- 2.1.14. Utility Coordination
- 2.1.14.1. Due to location of existing utilities along the proposed curb line, extensive utility coordination and relocation is anticipated. Coordinate to provide initial plan sheets to utility agency owners (UAO's) to identify their existing and proposed facilities and to determine if they have compensable rights. Request estimates from UAO's of any compensable rights and include it in the project's cost estimate. Based on UAO's marked plans, draw existing utilities in the roadway design CAD files.
 - 2.1.14.2. Construction plans for relocation of any utilities will be performed by the UAOs and is not included in this scope.
 - 2.1.14.3. Conduct a maximum of three combined utility coordination meetings.
 - 2.1.14.4. Prepare potential conflict matrix and provide with progress plans to UAO's.
 - 2.1.14.5. Coordinate resolution of utility conflicts and request utility relocation schedules from UAO's.

- 2.1.14.6. Coordinate subsurface utility exploration with subconsultant at potential conflict locations and include summary of test hole information in the plans.

Deliverables: Information collected to be incorporated into Phase submittals as coordination progresses. General requirements for submittals are outlined in section 4.0.

2.1.15. Bidding Services

- 2.1.15.1. Prepare bidding documents and provide assistance to County.

Deliverables: Consultant will provide project specific information to be included in the boiler plate. Consultant will provide any technical special provisions. Consultant will review Requests for Information (RFI) from bidders. Consultant will draft a response to addenda. Consultant will issue revised plan sheets, all in accordance with established budget. County will provide to Consultant the latest boiler plate bid document to be used for the project in a readily usable digital file (WORD document) and project information including any liquidated damages amounts. Consultant will attend one pre-bid meeting. General requirements for submittals are outlined in section 4.0.

2.2. Environmental Services and Permitting

2.2.1. Assessment of Surface Water

- 2.2.1.1. Field Delineation of Surface Water Lines & Biological Characterization. Assess the limits of the surface waters in/adjacent to the proposed right of way in accordance with Federal and State criteria (Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 1987, Chapter 62-340 of the Florida Administrative Code, and Chapter 84-446, Laws of Florida). Characterize these surface water areas as per dominant vegetation, presence of exotic/nuisance species, and overall functionality of the habitat.

Deliverables: Coordination with Project Engineer and/or Surveyor. Forward appropriate information to the project engineer/surveyor in order to accurately depict surface water limits on permit sketches. Wetlands are not anticipated on this project. General requirements for submittals are outlined in section 4.0.

- 2.2.2. Environmental Resource Permit Applications – Coordinate permitting with the following agencies: SWCD, NSID, U.S. Army Corps of Engineers (USACE; Section 404), South Florida Water Management District (SFWMD: Environmental Resource Permit (ERP)), and Broward County Planning and Environmental Regulatory Division (PER; Environmental Resource License) permitting process by completing the following tasks:

- 2.2.2.1. Pre-Application Meetings.

Meet with SWCD, NSID, USACE, SFWMD, and Broward County to introduce the proposed project and confirm that any potential natural resource impact areas within the roadway right-of-way will be classified as surface waters, not wetlands. Other items of discussion will include site permit history, drainage design, and mitigation (if applicable). This scope assumes that existing surface water impacts within the roadway right-of-way will not be classified as wetlands and therefore impacts will not require mitigation.

2.2.2.2. Permit Application Data.

Provide surface water impact calculations. Provide quantitative (ERP Tables 1-4) and qualitative impact assessments for any proposed surface water impact within the roadway right-of-way and potential direct and secondary surface water impacts adjacent to the right of way. Complete the USACE wetland data sheets and Rapanos forms. Draft natural resource impact Avoidance and Minimization text that will be required by the regulatory agencies. All required information related to natural resource impacts and mitigation will be provided in an 'Environmental Support Document' that will be included as part of the permit application package.

2.2.2.3. On-site Field Review with Regulatory Agencies.

Schedule and conduct one (1) on-site field review with USACE, SFWMD, and Broward County PER staff to confirm direct/secondary impact acreage and resource classification.

2.2.2.4. Prepare and submit dewatering permit applications as needed.

2.2.2.5. Coordination and RAI Responses.

Conduct telephone coordination with the regulatory agencies as necessary to expedite permit issuance, and respond to Request for Additional Information (RAI) from USACE, SFWMD, and Broward County PER for each permit application and/or permit modification request. Attend a maximum of four (4) progress meetings.

Deliverables: Completion of required permitting applications for project. General requirements for submittals are outlined in section 4.0.

2.3. Subsurface Utility Exploration (SUE)

2.3.1. Follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. Provide professional services associated with designation and mapping of existing subsurface utilities. Designate all known tone able and non-tone able utilities for a maximum of 89 total drainage structures, 4 signal poles and 25 street lights. Gravity systems, overhead facilities and private laterals are not included in this investigation.

2.3.1.1. Vacuum Excavation Services - (Quality Level 'A')

(Expose and record horizontal and vertical data) Perform a maximum of (150) test holes at specific sites determined in the design process. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Test holes performed in the street will be backfilled with existing material in six inch lifts (i.e. compacting the material every six inches with a hand tamper at a minimum), and the final two inches will be patched using cold patch, tamping the cold patch every inch. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch.

Deliverables: The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing depth of cover, type, size and material if applicable. Information collected to be incorporated into Phase submittals as work progresses. General requirements for submittals are outlined in section 4.0

- 2.3.1.2. Mapping Services – Through Aylward and Associates, Inc. Map the utility designation and test holes, utilizing conventional (Total Station) and/or GPS surveying equipment. It is anticipated that the County will provide appropriate survey control (vertical and horizontal) within the limits of above.

Deliverables: A multilayered CAD file will be produced by the surveyor from information collected in the field. The CAD file will show location of test holes in plan view with test hole number designation and direction of existing utilities. Information collected to be incorporated into Phase submittals as work progresses. SUE information will be summarized and provided by SUE subconsultant. SUE subconsultant will coordinate with surveyor and use survey elevations to prepare a FDOT style survey of verified utilities table sheet to be inserted in the roadway plans.

2.4. Geotechnical Services

- 2.4.1. Geotechnical investigation services will be provided as follows:

- 2.4.1.1. A total sixty five (65) roadway auger borings along the proposed outside widening including 7 borings along the median widening. The auger borings will be extended to a depth of about 10 feet below existing grade.
- 2.4.1.2. Provide a maximum of four (4) LBR tests for the pavement widening design.
- 2.4.1.3. Provide soil testing for use in optional pipe material analysis.
- 2.4.1.4. Provide soil survey sheet to be included in the roadway plans.

- 2.4.1.5. A total of four (4) Borehole Permeability (BHP) tests to determine the hydraulic conductivity of the subsoils for drainage improvements.
- 2.4.1.6. A total of two (2) SPT borings to a depth of 30 feet for the proposed Mast Arms.
- 2.4.1.7. A total of 12 pavement cores will be taken from the existing roadway (average 3 per mile per lane). Boring and test locations will be approximately located in the field by measuring distances with a tape from known reference points. Elevations at boring locations will be interpreted from topographic plans.
- 2.4.2. Prior to drilling at the project site, Consultant will notify the local utility companies and request that underground utilities be marked. Upon completion of the field exploration, laboratory testing will be performed on selected samples.
- 2.4.3. Any required special use permits will be requested from the local maintenance office. Maintenance of traffic (MOT), when necessary, will comply with Broward County/FDOT procedures/indices. Before drilling, the site will be cleared for underground utilities.

Deliverables: The study will be summarized in accordance with the FDOT's Soil and Foundation Manual. A Geotechnical Engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, recommendations for embankment and pavement design, and a discussion of some construction considerations. General requirements for submittals are outlined in section 4.0.

2.5. Traffic and Safety Analysis

- 2.5.1. Conduct a onetime intersection operational analysis at University Drive to determine the number of lanes and queue length for turn lanes.

Deliverables: This analysis will confirm lane configuration and the westerly limits of the project. General requirements for submittals are outlined in section 4.0.

2.6. Lighting Design

- 2.6.1. Coordinate with City of Coral Springs and Florida Power and Light (FPL) to determine parameters for the design analysis. It is expected that lighting on the north side of the road will be required to supplement existing lights located on FPL power poles along the south ROW line. After receipt of mounting height of existing lights and length of arm bracket from County Surveyor and or FPL, prepare lighting analysis and layout plans. Coordinate with City and FPL to determine if FPL will provide the required proposed additional lighting. Provide preliminary lighting plans showing pole, conduit and pull box locations to FPL to enable them to perform their design including service point, voltage drop and conductor calculations. It is assumed this project will include the design and construction of conduits and pull boxes, but that FPL will install poles and conductors similar to adjacent segments of Wiles Road. Coordinate with FPL and City and attend up to the budgeted meeting mount to help them reach agreement.

- 2.6.2. FDOT shall provide pedestrian crosswalk lighting design at the University Drive / Wiles Road intersection based on the new 2016 FDOT design criteria under their on-going design project. Lights may be placed on proposed mast arm signals for that purpose and will be maintained by the County. Separate lights may also be provided as required. It is preferred the City maintain separate lights and to have separate electric circuits for the mast arm lights from the signal circuit. Coordinate with FDOT to incorporate their final intersection lighting design into the Wiles Road lighting plans. This scope does not include providing the intersection crosswalk lighting design since it will be provided by FDOT.

Deliverables: Phase submittals required– Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0.

2.7. Landscape and Irrigation Design

2.7.1. Tree Disposition

3.2.1.1. Tree Disposition Plan - Visit the site to examine the existing vegetation along the project site. A Tree Disposition Plan shall be generated over the most current County supplied aerial photograph and the Surveyor's Tree Locations. The Tree Disposition Plan will include the following: tree location, size (DBH, canopy), condition, and species (common and scientific name). Prepare a tree removal/relocation and protection plan, details, and specifications. The tree locations will be recorded using GPS technology and does not constitute a Tree Survey by a licensed professional surveyor.

3.2.1.2. Tree Removal Application - Consultant shall prepare tree mitigation calculations and applications for submittal to Broward County and the City of Coral Springs and in support of the required Tree Removal Application.

2.7.2. Landscape Design

3.2.2.1. Exhibits - Generate a Color Rendered Conceptual Site Plan showing general decorative paving and planting treatment along with a plant palette for initial discussion with the County, City, and other interested parties prior to commencing with Construction Document preparation and for use in public meetings.

3.2.2.2. Landscape Plans and Specifications - Prepare planting construction documents and specifications for the Project meeting the minimum requirements of the City and applicable regulatory agencies. The documents will include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. The work of this task also includes necessary site visits to confirm coordination of the plans with existing site conditions.

3.2.2.3. Landscape Treatment along existing right of way – Analyze condition of existing trees along the right of way line and assess impact of proposed construction on those trees. Provide a proposed solution to deal with that condition including the protection of proposed adjacent sidewalk. Prepare exhibits

and present solution to the City and property owners. Modify the plan based on City and public input.

Hardscape plans are not anticipated for this project.

Deliverables: Phase submittals required– specification documents, colored exhibits and cost estimates. Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0.

2.7.3. Irrigation Design

2.7.3.1. Irrigation Plans and Specifications - Prepare construction documents and specifications for an irrigation system within the landscaped areas of the Project. The construction documents will include location, quantity and size of proposed irrigation materials for installation. If feasible, the water source for the irrigation system shall be the same existing potable water source and point of connection to the existing irrigation mainline. If necessary, a new mainline will be established. The work of this task also includes necessary site visits to confirm coordination of the plans with existing site conditions. Consultant shall evaluate existing irrigation pump and specify adequate replacement, if necessary, to supply the new system. Consultant shall provide Electrical design for irrigation controller.

Deliverables: Phase submittals required – specification documents, and cost estimates. Components of Phase submittals as defined in the 2017 Florida Department of Transportation – Plans Preparation Manual. General requirements for submittals are outlined in section 4.0.

3. Optional Services (Not Applicable)

4. General Requirements for Work

4.1. All plans will be submitted on 11x17 size sheets unless otherwise indicated.

4.1.1. Typical Section Package

After completion of survey and initial investigation services, Consultant will submit the preliminary proposed typical section alternatives.

- 1 copy of typical sections

4.1.2. Conceptual Alignment Submittal

1.1.1. After County provides review comments regarding the Typical Section Package, Consultant will submit the alignment for County review.

- 1 copy of alignment roll plots

4.1.3. Phase Submittals, Phase I, II, III – required components as defined in 2017 FDOT Plans Preparation Manual

After County provides review comments on the preceding submittal, a Meeting will be held to discuss those comments. Consultant will then address those comments and make the next submittal.

- 2 copies of Plans
 - Response to comments
 - 2 copies of reports
- 4.1.4. Phase IV Final Phase Submittal
- After all corrections noted in the Phase III submittal are complete and the cost estimate is complete, Consultant will submit the final plans.
- 2 copies of plans
 - Response to comments
 - Computation Book
 - 1 CD of submittal

4.2. Schedule

- 4.2.1. Consultant will submit a mutually agreed upon schedule of project milestones.
- 4.2.2. Due to schedule constraints the County will provide Consultant with immediate direction on issues as they arise to allow for continuation of the plans development without delay. Additionally, the County will bring representatives from all County departments that will be tasked with reviewing the design to meet with Consultant and provide design and plans review comments at such meetings to expedite reviews. The maximum period for County review of project phase submittals shall be three weeks. Typical section review and alignment shall be one week.
- 4.2.3 The services shall be completed per the following Time for Performance:
- Phase I – 3 months after issuance of Notice To Proceed (NTP) & receipt of completed survey from County
 - Phase II – 9 months after issuance of NTP (and includes acceptance of Phase I by County)
 - Phase III – 13 months after issuance of NTP (and includes acceptance of Phase II by County)
 - Phase IV, excluding permits – 18 months after issuance of NTP (and includes acceptance of Phase III by County)
- Permits shall be completed with Phase IV submittal.

5. Intentionally left blank

6. County Responsibilities

- 6.1 The County shall provide Consultant with the following:
- Accurate standard design survey with DTM similar to FDOT deliverables (It must include all breaklines to ensure accurate triangulation between points). Accurate survey must be provided with NTP.
 - Existing records including files, plans, and any other pertinent engineering information.
 - Schedule requirements.
 - Maintenance requirements at the start of the design process.

- Review of documents submitted by Consultant and their subconsultants requiring the County's decision and shall render any required decision pertaining thereto in a timely manner.
- Bid document boilerplate.

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**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Prime Consultant: Kimley-Horn and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$78.33		2.99		\$234.21
Chief Engineer	\$79.00		2.99		\$236.21
Principal Engineer	\$64.18		2.99		\$191.90
Senior Project Engineer	\$50.48		2.99		\$150.94
Project Engineer	\$46.88		2.99		\$140.17
Chief Designer	\$44.24		2.99		\$132.28
Engineer	\$36.67		2.99		\$105.42
Secretary/Clerical	\$23.50		2.99		\$70.27

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (154.88)%

FRINGE = HOURLY RATE X FRINGE (42.14) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (0.80)%

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Prime Consultant: Kimley-Horn and Associates, Inc.
 Sub Consultant: Aylward Engineering & Surveying, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
SUR Chief Surveyor	\$65.00		2.31		\$150.15
SUR Principal Surveyor	\$50.38		2.31		\$116.38
SUR Party Chief	\$24.00		2.31		\$55.44
SUR Survey Technician 3	\$20.00		2.31		\$46.20
SUR Survey Technician 2	\$16.00		2.31		\$36.96
SUR Survey/GIS/SUE Analyst 3 (Senior)	\$35.00		2.31		\$80.85

Multiplier of 2.31 is calculated as follows:

COMBINED OVERHEAD AND FRINGE = (110%)

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

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

Notes:

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Prime Consultant: Kimley-Horn and Associates, Inc.
 Sub Consultant: BMA Consulting Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer	\$77.00		2.27		\$174.79
Senior Engineer	\$57.00		2.27		\$129.39
Senior Designer	\$37.00		2.27		\$83.99

Multiplier of 2.27 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (78.39)%

FRINGE = HOURLY RATE X FRINGE (28.28) %

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: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Consultant: Kimley-Horn and Associates, Inc.
 Sub Consultant: Chen-Moore and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Landscape Architect	\$60.10		2.91		\$174.89
Landscape Architect	\$37.86		2.91		\$110.17
CADD/Computer Technician	\$24.96		2.91		\$72.63
Landscape Designer	\$24.00		2.91		\$69.84

Multiplier of 2.91 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (134.57)%

FRINGE = HOURLY RATE X FRINGE (30.36) %

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: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Consultant: Kimley-Horn and Associates, Inc.
 Sub Consultant: JAG Florida Ventures, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Utility Coordinator	\$50.00		2.31		\$115.50
Utility Coordinator	\$14.50		2.31		\$33.50
Secretary/Clerical	\$20.00		2.31		\$46.20

Multiplier of 2.31 is calculated as follows:

COMBINED OVERHEAD AND FRINGE = (110%)

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

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

Notes:

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Prime Consultant: Kimley-Horn and Associates, Inc.
 Sub Consultant: Radise International

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Geotechnical Engineer	\$61.73		2.99		\$184.57
Geotechnical Engineer	\$29.62		2.99		\$88.56
Engineer Intern	\$24.04		2.99		\$71.88
Engineering Technician	\$18.75		2.99		\$56.06

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (151.58)%

FRINGE = HOURLY RATE X FRINGE (47.42) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (0.00)%

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: R2113749P1
 Project Title: Design Services for Wiles Road from University Dr. to Riverside Dr.
 Prime Consultant: Kimley-Horn and Associates, Inc.
 Sub Consultant: Thompson & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$70.00		2.86		\$200.21
Project Manager	\$48.25		2.86		\$137.98
Engineer	\$27.50		2.86		\$78.64
Chief Designer	\$44.57		2.86		\$127.47

Multiplier of 2.86 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (118.77)%

FRINGE = HOURLY RATE X FRINGE (40.89) %

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 NON-SALARY EXPENSES

Reimbursable	Maximum Reimbursable
Reprographics	\$2,000
Permit Fees	\$17,000
Other Miscellaneous	\$500
Total Maximum Reimbursables:	\$21,000

EXHIBIT C
LETTERS OF INTENT

[Applicable when agreement has assigned CBE goals]

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

The remainder of this page is intentionally left blank.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: R2113749P1	Project Title: Design Services for Wiles Road from University Drive to Riverside Drive
---	--

Bidder/Offeror Name: Kimley-Horn and Associates, Inc.
 Address: 600 N. Pine Island Road City: Plantation State: FL Zip: 33324
 Authorized Representative: Marwan Mufleh, P.E. Phone: 954-535-5100

CBE Subcontractor/Supplier Name: BMA Consulting Engineering, Inc.
 Address: 18503 Pines Blvd; Ste 210 City: Pembroke Pines State: FL Zip: 33029
 Authorized Representative: Lucy Becerra Phone: 954-777-4691

- 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
Structures	541330	\$16,339.46	1.7%

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

CBE Subcontractor/Supplier Authorized Representative
[Signature] President 8/14/2017
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative
[Signature] Senior Vice President 8/14/2017
 (Signature) (Title) (Date)

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

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

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: R2113749P1	Project Title: Design Services for Wiles Road from University Drive to Riverside Drive
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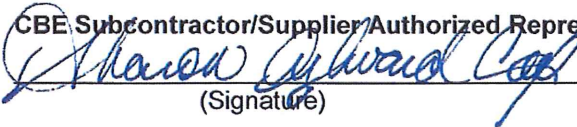
Bidder/Offeror Name: Kimley-Horn and Associates, Inc.
 Address: 600 N. Pine Island Road City: Plantation State: FL Zip: 33324
 Authorized Representative: Marwan Mufleh, P.E. Phone: 954-535-5100

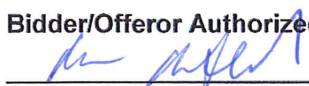
CBE Subcontractor/Supplier Name: Aylward Engineering & Surveying, Inc.
 Address: 3222 Ridge Trace City: Davie State: FL Zip: 33328
 Authorized Representative: Sharon Aylward Cox, P.E., PSM Phone: 954-424-5852

- 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
Surveying	541370	\$11804.32	1.2%

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

CBE Subcontractor/Supplier Authorized Representative

 (Signature) President (Title) 8/14/2017 (Date)

Bidder/Offeror Authorized Representative

 (Signature) Senior Vice President (Title) 8/14/2017 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: R2113749P1	Project Title: Design Services for Wiles Road from University Drive to Riverside Drive
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Bidder/Offeror Name: Kimley-Horn and Associates, Inc.
 Address: 600 N. Pine Island Road City: Plantation State: FL Zip: 33324
 Authorized Representative: Marwan Mufleh, P.E. Phone: 954-535-5100

CBE Subcontractor/Supplier Name: Thompson & Associates, Inc.
 Address: 412 SE 18th Street City: Fort Lauderdale State: FL Zip: 33316
 Authorized Representative: James Thompson, PE, LEED AP Phone: 954-761-1073

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Drainage Permitting / Surface Water Quality Calcs	541330	\$24,399.72	2.5%

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

CBE Subcontractor/Supplier Authorized Representative


 (Signature) Vice President 8/14/2017
 (Title) (Date)

Bidder/Offeror Authorized Representative


 (Signature) Senior Vice President 8/14/2017
 (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: R2113749P1	Project Title: Design Services for Wiles Road from University Drive to Riverside Drive
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Bidder/Offeror Name: Kimley-Horn and Associates, Inc.
 Address: 600 N. Pine Island Road City: Plantation State: FL Zip: 33324
 Authorized Representative: Marwan Mufleh, P.E. Phone: 954-535-5100

CBE Subcontractor/Supplier Name: JAG Florida Ventures, LLC
 Address: 15757 Pines Blvd; Suite 389 City: Pembroke Pines State: FL Zip: 33027
 Authorized Representative: Alan Lopez Phone: 954-815-2353

- 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
Subsurface Utility Exploration	561990	\$54,559.50	5.6%

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

CBE Subcontractor/Supplier Authorized Representative
Alan Lopez (Signature) Managing Member (Title) 8/14/2017 (Date)

Bidder/Offeror Authorized Representative
Marwan Mufleh (Signature) Senior Vice President (Title) 8/14/2017 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: R2113749P1	Project Title: Design Services for Wiles Road from University Drive to Riverside Drive
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Bidder/Offeror Name: Kimley-Horn and Associates, Inc.
 Address: 600 N. Pine Island Road City: Plantation State: FL Zip: 33324
 Authorized Representative: Marwan Mufleh, P.E. Phone: 954-535-5100

CBE Subcontractor/Supplier Name: RADISE International, L.C.
 Address: 3296 NW 9th Ave (Powerline Road) City: Oakland Park State: FL Zip: 33309
 Authorized Representative: Gregory J. Stelmack, PE Phone: 954-881-3473

- 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.

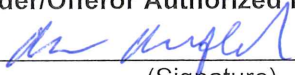
Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Geotechnical Engineering	541380	\$50,573.07	5.2%

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

CBE Subcontractor/Supplier Authorized Representative

Greg Stelmack Digitally signed by Greg Stelmack
DN: cn=Greg Stelmack, ou=RADISE International, email=gregory.stelmack@radise.net, c=US
Date: 2017.03.14 15:40:43 -0400 Vice President of Operations 8/14/2017
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 Senior Vice President 8/14/2017
 (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 SUBCONSULTANTS

Project No: 104026
Project Title: Wiles Road from University Drive to Riverside Drive
Facility Name: Facility Name

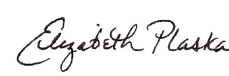
No.	Firm Name	Discipline
1.	Aylward Engineering & Surveying, Inc	Survey
2	BMA Consulting Engineering, Inc.	Miscellaneous Structures
3	Chen-Moore and Associates, Inc.	Landscape Architecture
4	JAG Florida Ventures, LLC	Subsurface Utility Exploration
5.	Radise International	Geotechnical
6.	Thompson & Associates, Inc.	Permitting/Surface Water Management

Insurance Requirement

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

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION	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)	\$ 1 mil	
	Extended coverage period	3 years	
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
	<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	
Broward County and FDOT must be certificate holder and endorsed as an additional insured for general liability, and business automobile liability. Waiver of subrogation in favor of the Certificate Holder applies to general liability, automobile liability, and workers' compensation. REF: Design Engineering Consulting Services – REF: Wiles Rd from University Drive to Riverside Drive			

CERTIFICATE HOLDER:
Broward County and FDOT
1 N. University Drive
 Plantation, FL 33324
 Attn: Ana Bustamante - HCED


 ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC, ou=RM,
 ou=Users, cn=ELIZABETH PLASKA
 2016.11.16 11:14:01 -05'00'
 Risk Management Division