

A G R E E M E N T

Between

BROWARD COUNTY

and

LAKDAS/YOHALEM ENGINEERING, INC.

for

CONSULTANT SERVICES FOR
NORTH REGIONAL WASTEWATER TREATMENT PLANT – STRUCTURAL STEEL
REPLACEMENT
IN BROWARD COUNTY, FLORIDA

RLI # R1007403R1

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 DEFINITIONS AND IDENTIFICATIONS	2
2 PREAMBLE.....	3
3 SCOPE OF SERVICES.....	3
4 TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES.....	5
5 COMPENSATION AND METHOD OF PAYMENT	6
6 ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES	11
7 COUNTY'S RESPONSIBILITIES	12
8 INSURANCE	12
9 EEO AND CBE COMPLIANCE	14
10 MISCELLANEOUS.....	18
EXHIBIT "A" SCOPE OF SERVICES	
EXHIBIT "B" SALARY COSTS	
EXHIBIT "C" LETTER OF INTENT	
EXHIBIT "C-1" SCHEDULE OF SUBCONSULTANTS	

A G R E E M E N T

Between

BROWARD COUNTY

and

LAKDAS/YOHALEM ENGINEERING, INC.

for

CONSULTANT SERVICES FOR
NORTH REGIONAL WASTEWATER TREATMENT PLANT – STRUCTURAL STEEL
REPLACEMENT
IN BROWARD COUNTY, FLORIDA

RLI # R1007403R1

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

AND

LAKDAS/YOHALEM ENGINEERING, INC., a Florida profit corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H

WHEREAS, COUNTY issued RLI No. R1007403R1 for professional engineering services for North Regional Wastewater Treatment Plant ("NRWWTP") – Structural Steel Replacement; and

WHEREAS, CONSULTANT represents that it is experienced in providing a full range of engineering services, for all engineering disciplines, to design, procure permits, negotiate with municipal/environmental regulatory agencies, prepare construction contract documents, and provide engineering services during construction, related to wastewater treatment plant and its structural steel replacement; and

WHEREAS, COUNTY wishes to engage CONSULTANT to provide professional engineering services for the NRWWTP Structural Steel Replacement 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 and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The Director of the Broward County Water and Wastewater Engineering Division, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.
- 1.6 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 **County Attorney**: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

- 1.9 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.
- 1.10 **Project**: The planned, phased construction for the repair and replacement of various process building structural steel, process system mechanical structures (e.g. clarifier equipment, walkways, influent screens, gates, baffles, valves, weirs, sludge collectors, drives etc.) and for demolition of buildings and structures at the North Regional Wastewater Treatment Plant (NRWWTP).
- 1.11 **Subconsultant**: A firm, partnership, corporation or combination thereof having a direct contract with a Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the phases set forth in Exhibit "A," attached hereto and made a part hereof, and shall include providing a full range of engineering services, for all engineering disciplines, to design (including related engineering reports), procure permits, negotiate with municipal/environmental regulatory agencies, prepare construction contract documents, provide engineering services during construction, 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 CONSULTANT and COUNTY acknowledge that 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 COUNTY and CONSULTANT acknowledge that 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 CBE subconsultants, subcontractors and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work and pay all other subconsultants, subcontractors and suppliers, within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from CBE 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. For all other subconsultants, subcontractors or suppliers, CONSULTANT agrees that if it withholds an amount as retainage from such subconsultants, subcontractors, or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.

ARTICLE 4
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in Exhibit "A" within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services.
- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.
- 4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.
- 4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and COUNTY are incorporated herein.

This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.

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

<u>Services/Description</u>	<u>Amount</u>
Tasks 1-5	\$500.00

These amounts are not penalties but are liquidated damages to COUNTY for CONSULTANT's inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, 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

COUNTY agrees to pay CONSULTANT, as compensation for performance of all services as related to Exhibit "A," required under the terms of this Agreement, as follows: Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$10,000 for Task 8, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed of \$20,000. The method of compensation shall be that of "maximum amount not-to-exceed," which means CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 Lump Sum Compensation

COUNTY agrees to pay CONSULTANT, as compensation for performance of all services related to Exhibit "A," required under the terms of this Agreement, as follows: a lump sum of \$100,000, related to

Tasks 1 – 5 and 7, as further detailed below. The method of compensation shall be "lump sum," which means CONSULTANT shall perform all services set forth herein for total compensation in the amount stated above. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses or additional services, if any, unless otherwise stated in Section 5.3 and Article 6.

<u>Description</u>	<u>Amount</u>
Tasks 1-5	\$42,000
Task 7	\$58,000

5.1.3 If the method of compensation between COUNTY and CONSULTANT is a maximum amount not-to-exceed and CONSULTANT has "lump sum" agreements with any Subconsultant(s), then CONSULTANT shall bill all "lump sum" Subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other Subconsultant fees using the employee categories for Salary Costs on **Exhibit "B"** as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.

5.2 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 factor of 2.814, which consists of the following: 1) a fringe benefits factor of 24.82%; 2) an overhead factor of 131%; and 3) an operating profit margin of 10%. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within ninety (90) days after CONSULTANT's just completed fiscal year. The CONSULTANT certifies that the rates and factors set forth herein are accurate, complete and consistent with the FAR guidelines at the time of contracting.

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

5.2.2 Salary Costs for CONSULTANT and Subconsultants as shown in **Exhibit "B"** are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on **Exhibit "B"** for the CONSULTANT or any

Subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit.

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

5.3 REIMBURSABLES

- 5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost and shall be limited to the following:
- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
 - b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.

- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices. CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.
- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

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

5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

5.4 METHOD OF BILLING

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

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The

statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2

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

5.5 METHOD OF PAYMENT

5.5.1 COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

5.5.2 Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, COUNTY shall remit to

CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to CONSULTANT at:

Lakdas/Yohalem Engineering, Inc.
2211 NE 54th Street
Fort Lauderdale, FL 33308

ARTICLE 6
ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

- 6.1 COUNTY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.
- 6.2 Costs of Additional Services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion for CONSULTANT's performance of those additional services.
- 6.3 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.
- 6.4 As provided in Section 9.2, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by COUNTY for opportunities to include or increase CBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

- 7.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2 COUNTY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8
INSURANCE

- 8.1 To ensure the indemnification obligation contained in Section 10.7 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by companies authorized to do business in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect COUNTY and the Board by naming Broward County as an additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
 - 8.2.1 Professional Liability Insurance with the limits of liability provided by such policy to be no less than Two Million Dollars (\$2,000,000) each claim and Two Million Dollars (\$2,000,000) aggregate. Any deductible amount shall not exceed One Hundred Thousand Dollars (\$100,000) for each claim. Certificate of insurance shall indicate the policy deductible. **CONSULTANT shall notify COUNTY in writing within thirty (30) days**

of any claim filed or made against its Professional Liability Insurance Policy.

8.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. Policy shall include Employer's Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident.

8.2.3 Comprehensive or Commercial Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

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

8.2.4 Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles, if applicable.
Hired and non-owned vehicles, if applicable.
Employers' non-ownership, if applicable.

8.3 CONSULTANT shall provide to COUNTY a Certificate of Insurance or a copy of all insurance policies required by this Article including any subsection thereunder within fifteen (15) days after notification of award of the contract. COUNTY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All policies shall be endorsed to provide COUNTY notice of expiration, cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to

provide to COUNTY the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Agreement.

- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 8.5 COUNTY is to be expressly included as an Additional Insured in the name of Broward County Board of County Commissioners with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names COUNTY as an additional insured.

ARTICLE 9
EEO AND CBE COMPLIANCE

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

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

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing

any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 9.2 The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONSULTANT agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. CONSULTANT acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONSULTANT and shall include a deadline for CONSULTANT to notify COUNTY if CONSULTANT concludes that the modification exceeds the authority of this section of this Agreement. Failure of CONSULTANT to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONSULTANT.

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

- 9.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONSULTANT understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small

Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONSULTANT agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 9.4:

Total CBE Goal	78%
----------------	-----

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

- 9.4 In performing services for this Project, the Parties hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit "C"). Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
- 9.5 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to CONSULTANT's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONSULTANT's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.
- 9.6 CONSULTANT understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard,

CONSULTANT shall report monthly regarding compliance with its CBE obligations in accordance with Section 5.4 of this Agreement.

9.7 In the event of CONSULTANT's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONSULTANT:

9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.

9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONSULTANT, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONSULTANT and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

9.7.3 Nothing under this Section 9.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.

9.8 Nonpayment of a CBE subconsultant, subcontractor or supplier as required by Section 3.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subconsultant, subcontractor or supplier. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.8 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor or supplier.

9.9 If CONSULTANT fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

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

10.2 TERMINATION

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of COUNTY by someone other than the Board, termination by COUNTY may be by action of the County Administrator or the COUNTY representative (including his or her successor) who entered in this Agreement on behalf of COUNTY. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

Section 215.473, Florida Statutes, as amended or if the CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by the Board:

- 10.2.2.1 Upon the disqualification of CONSULTANT as a CBE by COUNTY's Director of the Office of Economic and Small Business Development if CONSULTANT's status as a CBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT;
 - 10.2.2.2 Upon the disqualification of CONSULTANT by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONSULTANT in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the CBE contractual obligations;
 - 10.2.2.3 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT or such participant;
 - 10.2.2.4 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or
 - 10.2.2.5 If CONSULTANT is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.
- 10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for COUNTY's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CONSULTANT shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

10.3 AUDIT RIGHT AND RETENTION OF RECORDS

10.3.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its Subconsultants and subcontractors. For each Subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the Subconsultant or subcontractor and the cumulative total of the payments made to the Subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its Subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

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

subcontractors' records, CONSULTANT and its Subconsultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Subconsultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

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

10.4 PUBLIC ENTITY CRIME ACT

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

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.5 SUBCONSULTANTS

10.5.1 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. Where CONSULTANT's failure to use subconsultant results in CONSULTANT's noncompliance with CBE participation goals, such failure shall entitle the affected CBE

firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof.

10.5.2 CONSULTANT shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on CONSULTANT's subconsultants. CONSULTANT shall be responsible for recommending to the Broward County Risk Management Division the insurance coverages it will require of each of its subconsultants, after taking into consideration the services to be provided by each of its subconsultants. The Broward County Risk Management Division may either (i) accept the recommendation(s) of the CONSULTANT or (ii) require any coverages that the Risk Management Division determines are necessary to protect the COUNTY's interests. CONSULTANT shall require the proper licensing of each of its subconsultants and shall provide the insurance coverage's as finally determined in the sole discretion of the Risk Management Division.

10.6 ASSIGNMENT AND PERFORMANCE

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

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

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

10.7 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CONSULTANT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

10.8 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

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

10.9 ALL PRIOR AGREEMENTS SUPERSEDED

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

10.10 AMENDMENTS

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

10.11 NOTICES

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

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

FOR COUNTY:

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

FOR CONSULTANT:

Lakdas Nanayakkara, P.E.
Lakdas/Yohalem Engineering, Inc.
2211 NE 54th Street
Fort Lauderdale, FL 33308

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 INTERPRETATION

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

10.14 CONSULTANT'S STAFF

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

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

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

10.15 DRUG-FREE WORKPLACE

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

10.16 [Intentionally Left Blank.]

10.17 INDEPENDENT CONTRACTOR

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

10.18 THIRD PARTY BENEFICIARIES

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

10.19 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

10.20 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.21 MATERIALITY AND WAIVER OF BREACH

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

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.22 COMPLIANCE WITH LAWS

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

10.23 SEVERANCE

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

10.24 JOINT PREPARATION

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

10.25 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.27 INCORPORATION BY REFERENCE

The attached Exhibits A, B, C, and C-1 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. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this

Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.30 REPRESENTATION OF AUTHORITY

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

10.31 MULTIPLE ORIGINALS

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

10.32 DOMESTIC PARTNERSHIP REQUIREMENT

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: 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 13th day of August, 2013, and LAKDAS/YOHALEM ENGINEERING, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

Bertha M. [Signature]
Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

BROWARD COUNTY, by and through
its Board of County Commissioners

By Kristen Jacob
Mayor

13th day of August, 2013

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 [Signature] 5/6/13
Signature (Date)
Risk Management Division

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

By [Signature] 5/10/13
Al A. DiCalvo (Date)
Assistant County Attorney

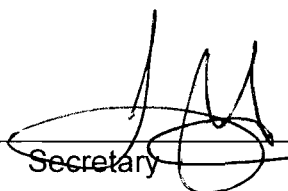
[Signature] 5/13/13
Michael J. Kerr
Chief Trial Counsel

AAD
3/20/13; 4/22/13; 5/2/13
LakdasYohalem-NRWWTPStrucSteelReplac(RLI-R1007403R1)_v4Final-050213.a01.doc
File#12-077.07

AGREEMENT BETWEEN BROWARD COUNTY AND LAKDAS/YOHALEM ENGINEERING, INC. FOR CONSULTANT SERVICES FOR NORTH REGIONAL WASTEWATER TREATMENT PLANT – STRUCTURAL STEEL REPLACEMENT IN BROWARD COUNTY, FLORIDA, RLI # R1007403R1

CONSULTANT

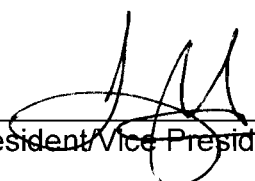
ATTEST:



Secretary

Lakdas Nanayakkara
(Please Type Name of Secretary)

LAKDAS/YOHALEM ENGINEERING,
INC.

By 

President/Vice President

Lakdas Nanayakkara
(Please Type Name of President/Vice President)

CORPORATE SEAL

3 day of May, 2013.

Attach the following exhibits:

EXHIBIT "A" SCOPE OF SERVICES
EXHIBIT "B" SALARY COSTS
EXHIBIT "C" LETTER OF INTENT
EXHIBIT "C-1" SCHEDULE OF SUBCONSULTANTS

EXHIBIT – A

GENERAL DESCRIPTION:

Broward County Water and Wastewater Services owns and operates the North Regional Wastewater Treatment Plant (NRWWTP). The scope of this project includes engineering design and construction phase engineering services for the demolition, and rehabilitation of the site locally within demolition area at the NRWWTP. Phase 1 Scope of Work will address the demolition of the Belt Press Facility. Phase 2 Scope of Work will address structural improvements for facilities located at the NRWWTP. Structural improvements for Phase 2 will be identified by way of a separate, independent report.

SCOPE OF WORK – PHASE 1:

The CONSULTANT's general intent of this scope of work is to be as follows:

1. Engineering design for the demolition of the Belt Press Facility including tanks, pumps, motors, electrical components, and miscellaneous underground utilities and underground structures including removal and replacement of trees as required. A single Bid Package shall be provided for both the Belt Press Facility and Canopy.
2. The CONSULTANT shall prepare construction drawings and Technical Specifications, including the COUNTY's Standard Form Construction Documents (provided by COUNTY) for the demolition of the existing Belt Press Facility including adjacent steel tank and structures (see area delineated in Attachment 2).
3. Provide design for restoration of sodding, paving and irrigation for the damaged area adjacent to the existing structures.
4. Provide engineering services during all phases of demolition and construction for the belt press building complex.

TASK 1

Belt Press Facility Detailed Design

Detailed design shall consist of preparation of all necessary specifications and drawings for all required disciplines for the demolition and site restoration of the Complex. Drawings shall be prepared using AutoCAD format (latest version of release) and address:

- 1.1 Sequence of Demolition of the Existing Structure including all equipment in the building, surrounding tank, structures and disposal of all debris off site to an approved landfill(s).

- 1.2 Provide detailed design drawings and technical specifications, covering both bid and construction phase services for grading, irrigation, sodding and Structural components.
- 1.3 Provide a Hazardous Materials Survey identifying all hazardous materials, Lead, Asbestos, PCB and other similar materials and provide procedures and methods of proper disposal. This survey does not include underground (subsurface) investigations or assessments.

1.4 Electrical Survey:

- Conduct electrical site visual surveys prior to demolition, identification of main power source(s) and define dedicated equipment supply and power distribution to the building(s) in conjunction with the proposed demolition with County Staff support.
- Provide drawings to the CONTRACTOR of known existing underground utilities including communications cables, fiber optic conduit and cables within the vicinity of the demolition area as identified above. Provide up to 10 soft digs as necessary for field verification of known buried utilities. Specialty Subcontractor will perform soft digs under CONSULTANT's Contract.
- Develop a continuity plan to provide that communications and fiber optic loops be preserved.

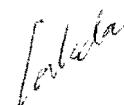
1.5 Topographical Survey-NAVD 88

- Prepare a Topographical Survey of the site approximately 250 ft. x 250 ft. area.
- Attachment 2 contains the survey area of work with approximate survey area limits.

1.6 Boundary and Topographic Survey

CONSULTANT will prepare a boundary and topographic survey for a portion of the North Regional Wastewater Treatment Plant the project area is identified by Attachment 2 and consists of an area approximately 250-feet north-south by 250-feet east-west. The boundary and topographic survey shall meet all the requirements as set forth in "The Minimum Technical Standards" Chapter 61G17 Florida Administrative Code and will include the following scope:

- 1) The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD88). Two benchmarks will be established on the project site.
- 2) The horizontal datum will be based on the Florida State Plane Coordinate System, Transverse Mercator Projection, East Zone, North American Datum of 1983/1990 adjustment. Two Horizontal control points will be established on the site with State Plane Coordinates.
- 3) CONSULTANT will prepare a Boundary Line Survey for the project as the site only consists of a small portion of the overall County ownership lying over Tract "F", Plat of Broward County Plat No. 1, recorded in Plat Book 107, Page 47, Public Records of



Broward County, Florida. As part of this survey, CONSULTANT shall establish and monument the North Right-of-way line of W. Copans Road as recorded in Official Records Book 29173, Page 631, and Official Records Book 49108, Page 1928, Public Records of Broward County, Florida.

- 4) The topographic survey will include the location of all above ground improvements, including driveways, buildings, tanks, concrete pads, sidewalks, roadways, and surface evidence of subsurface utilities. The topographic survey will locate subsurface piping as "surface flagged by others." The topographic survey will collect spot elevations on features located or at approximately 50-foot grid spacing for an area of 250ft x 250ft.
- 5) The survey will locate trees approximately 4" or greater at DBH (diameter at breast height).
- 6) The survey scope does not include the location of any interior building or tank components of the Belt Press Facility.
- 7) CONSULTANT shall provide four (4) signed and sealed copies of the boundary and topographic survey and one digital copy of the drawing file in AutoCAD Version 2011.

1.7 Tree Survey

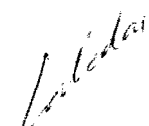
Provide a visual Tree survey with an appropriate tree replanting and mitigation plan of the referenced area for the landscaping to comply with the City of Pompano Beach Building Department. Local irrigation plans and details will be prepared as necessary. The area study will be limited to that shown in the project area boundary (Attachment 2).

1.8 Deliverables:

The existing "As-Built" construction documents will be used for preparation of demolition plans.

The technical specifications shall be prepared in conformance with the Construction Specifications Institute (CSI) format for the entire scope, which includes demolition, grading, sodding, and tree planting if necessary with basic irrigation line tie to existing system.

The COUNTY will be provided with both hard and electronic copies of the completed specifications. The COUNTY's latest standard specifications shall be incorporated into the General and Special Conditions sections. Requirements for special provisions will be carefully evaluated with the COUNTY. One (1) electronic copy shall be provided in both Microsoft Word (latest version of release) and Adobe PDF (latest version of release). Spreadsheets shall be provided in both Microsoft Excel (latest version of release) and Adobe PDF (latest version of release).



Electronic drawings and specifications shall be produced and submitted for COUNTY review at the 50% and 90% design levels. After addressing review comments for the 50% submittals, a 90% submittal of the drawings and specifications shall be produced for final review. The 90% submittal is defined as a set of drawings and specifications that are complete and biddable, but subject to final comment from Regulatory and Permitting Agencies and the COUNTY. After incorporation of review comments, final bid documents shall be prepared by the CONSULTANT and submitted to the COUNTY, the Building Department and Regulatory Agencies of jurisdiction for preliminary review and comment (as cited in Phase I Task 4 of this scope of work).

Following receipt of COUNTY comments and/or comments from other Regulatory Agencies and Municipalities, a meeting shall be held with the CONSULTANT and the COUNTY staff to discuss the requirements and impacts. A memorandum shall be prepared that responds to each COUNTY's comment to provide a clear understanding of the resulting changes in design specification.

TASK 2

COST OPINIONS

CONSULTANT shall prepare opinions (estimates) of probable project construction costs. Opinions (estimates) shall be provided at 50%. A revised probable cost shall be provided with the final bid document submittal at 90%. Cost opinions to include a standard of accuracy. The Final Revision shall be provided as a bound report and shall consist of a summary of the overall construction costs as well as a detailed breakdown of the estimated materials, equipment and labor costs for construction. CONSULTANT, prior to bid, shall translate the final cost opinion into the final form for bid (Bid Form) included with the advertised Bid Specifications.

TASK 3

FINAL CONTRACT DOCUMENTS

The final design, 100% complete documents, shall incorporate comments from the COUNTY, Building Department of jurisdiction, Florida Department of Environmental Protection and/or other Regulatory agencies. The final design documents shall consist of bidding and Contract Documents, technical specifications, and engineering drawings. A meeting shall be held after submittal of the final design to discuss comments addressed by the CONSULTANT. Four (4) full-size and Twelve (12) half-size completed sets of Design Drawings and Twelve (12) sets of Contract Specifications in Adobe PDF file-format shall be submitted to the COUNTY.

TASK 4

PERMITTING

CONSULTANT shall prepare supporting documentation; include permitting fees, so that the COUNTY may apply for approvals from all such governmental authorities that have jurisdiction

Initial

over the work performed under this bid package. COUNTY shall reimburse CONSULTANT for all permitting fees. CONSULTANT shall assist in obtaining such approval by participating in meetings (one per agency identified below), providing necessary documentation with governmental authorities.

CONSULTANT shall provide 100% plans and specifications to City of Pompano Beach Building Department of jurisdiction and, initiate a preliminary review for comments. CONSULTANT as lead shall coordinate with the Building Department, respond to inquiries and manage the review process.

Construction permit applications shall be prepared for submittal to the following agencies:

- Broward County Department of Planning and Environmental Protections
- Florida Department of Environmental Protection
- Broward County Health Department

TASK 5

BIDDING AND AWARD

CONSULTANT shall reproduce the final Contract Documents in full and half-size bid sets to be provided to the COUNTY, bidders, building exchanges, trade groups and project team members. The CONSULTANT shall coordinate the distribution of the bid documents; maintain the plan holders list, and other aspects of bid documentation and distribution. CONSULTANT may charge a reasonable fee to potential bidders and others that request bid documents in order to recover the cost of printing and administrative charges.


CONSULTANT shall assist the COUNTY in bidding and award of the contract. CONSULTANT shall provide timely responses to inquiries by prospective bidders in writing or issuance of addenda as required. These queries and responses shall be documented and a record of each shall be transmitted to the COUNTY.

CONSULTANT shall evaluate the bids for completeness for compliance to bidding requirements, price, including alternative prices and unit prices, and shall make a formal recommendation to COUNTY with regard to the award of the contract. Non-technical bid requirements shall be evaluated by the COUNTY.

CONSULTANT shall provide eight (8) sets of construction Contract Documents, conformed with all addenda, and CONTRACTOR documents for execution by COUNTY and CONTRACTOR.

TASK 6

(Intentionally Left Blank)



PHASE II - Engineering Services During Construction

TASK 7

Belt Press Facility

CONSULTANT will provide engineering services during construction as follows:

7.1 - Contract Interpretation/ Clarification and Change Orders

CONSULTANT shall issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner, but not to exceed five (5) working days of their receipt unless otherwise authorized by County CONTRACT ADMINISTRATOR. CONSULTANT shall determine the acceptability of the construction CONTRACTOR's work, and make recommendations on all claims of Construction CONTRACTOR as to the acceptability of construction or the interpretation of the technical requirements of the Construction Contract Documents. Non-technical administrative interpretations shall be issued by County CONTRACT ADMINISTRATOR.

CONSULTANT shall evaluate all claims from construction CONTRACTOR for changes to cost or time and shall prepare change orders as required. CONSULTANT shall negotiate cost and/or time changes with construction CONTRACTOR subject to approval of County CONTRACT ADMINISTRATOR, provide revised or supplemental drawings as required and prepare the appropriate contract change authorizations and/or change orders on standard forms supplied by COUNTY. As a part of change order negotiation CONSULTANT shall prepare a cost/time estimate for the change independent of construction CONTRACTOR. Estimated change orders shall be prepared within three (3) working days of receiving adequate information from construction CONTRACTOR. Final Change orders shall be prepared within five (5) working days of receiving adequate information from construction CONTRACTOR. CONSULTANT shall submit revised drawings to applicable building departments and permitting authorities on appropriate change orders.

7.2 – Submittal Review

CONSULTANT shall perform the submittal review tasks detailed below.

Pay Requests – The CONSULTANT shall review applications for payment and accompanying data, determine the amounts owed, and recommend approval of payments due the CONTRACTOR. It is understood that the CONSULTANT's recommendation of any payment requested in an application for payment constitutes a representation by the CONSULTANT to the COUNTY, based on CONSULTANT's full time during demolition and periodic on-site observations of construction in progress as an experienced and qualified professional, the CONSULTANT's review of the application for payment including the accompanying data and schedules, that construction has progressed to the point indicated. In addition, it is understood that to the best of the CONSULTANT's knowledge, information and belief, the quality of



construction is in accordance with the Contract Documents; these documents are subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the CONTRACTOR is due the amount recommended. For the purposes of estimating the level of effort associated with this subtask, it is assumed that the CONSULTANT shall review a monthly and final pay requests submitted by the CONTRACTOR during the construction phase.

Shop Drawings/RFIs – CONSULTANT shall log, track, review, approve and process shop drawings and any other submittals that the Construction CONTRACTOR is required to submit as defined in the Construction Contract Documents. The review shall be for conformance with the design and specification intent and compliance with the information presented in the Construction Contract Documents. CONSULTANT shall determine the acceptability of materials and equipment proposed by the Construction CONTRACTOR.

CONSULTANT shall submit certification of completion documents to regulatory agencies within fifteen (15) calendar days of Final Completion of Construction assuming the CONTRACTOR provides timely records.

7.3 – CONSULTANT’s Resident Project Representation

CONSULTANT shall provide the services of full time during demolition and non-fulltime during site restoration. Resident Project Representatives (RPR) to provide as required construction oversight for monitoring, oversight of the work being performed and for performing necessary QA/QC inspections.

Resident Project Representative (RPR) duties shall include:

1. Attend pre-construction conference, progress meeting and other job conferences.
2. Serve as CONSULTANT’s construction liaison with construction CONTRACTOR, working principally through construction CONTRACTOR’s superintendent and provide assistance in understanding the intent of the Construction Contract Documents.
3. Assist construction CONTRACTOR in obtaining from COUNTY additional details or information when required at the job site.
4. Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in accordance with the Construction Contract Documents and that completed construction conforms with the Construction Contract Documents. Inform CONTRACT ADMINISTRATOR and construction CONTRACTOR whenever RPR believes that any construction is unsatisfactory, faulty, or defective or does not conform to the Construction Contract Documents, or meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. Immediately inform construction CONTRACTOR upon the commencement of any construction requiring a submittal if the submittal has not been accepted. Visually inspect and review suitability and method of storage materials, equipment and supplies delivered to the construction site.

5. Observe, monitor, record and report appropriate details relative to the test procedures and start-up. Record and provide acceptance of Start-up Reports to CONTRACT ADMINISTRATOR.
6. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project and record the outcome of these inspections in the daily report.
7. In conjunction with the CONSULTANT's Project Manager, consider and evaluate construction CONTRACTOR's suggestions for modifications in drawings or specifications and report them with recommendations to CONTRACT ADMINISTRATOR pursuant to the Construction Contract Document. Receive from construction CONTRACTOR measurements and notations on the plans to show field changes in construction and "as-built" conditions and supplement with information from RPR's on-site observations.
8. Maintain at the job site, orderly files for correspondence reports of job conferences, shop drawings and samples submission, reproductions of original Construction Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Construction Contract Documents, progress reports, and other project related documents. Advise COUNTY before scheduled major tests, inspections or start of important phases of construction.
9. Keep a daily diary or maintain daily construction activity log for recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions. List visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures with assistance from the CONTRACTOR. The form of daily diary shall be subject to the approval of the COUNTY.
10. Furnish to COUNTY Daily Reports during demolition (when attending a site visit during site restoration). Report the progress of construction by activity identification number, in sufficient detail to determine the progress of all activities on a weekly basis. The report shall record the number and type of activity at the jobsite. The report shall record the impact, if any, of weather or other causes for delays at the jobsite. The form of daily reports shall be subject to the approval of COUNTY.
11. Review applications for payment with construction CONTRACTOR for accuracy, back-up detail and completeness.
12. Before issuance of a determination of substantial completion, prepare a list of items requiring completion (punch list) or correction by the CONTRACTOR. Participate and sign-off the final inspection.
13. Coordinate with COUNTY and construction CONTRACTOR necessary shutdowns and interruptions of COUNTY's facilities.

Lab...

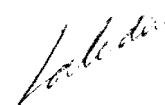
14. Report to CONTRACT ADMINISTRATOR as soon as possible the occurrence of any known accident.
15. CONSULTANT shall conduct final inspections to determine if construction has been completed in substantial accordance with the Construction Contract Documents and if construction CONTRACTOR has fulfilled his obligations thereunder.
16. CONSULTANT shall issue all technical instructions to CONTRACTOR and shall interpret all technical requirements of the Construction Contract Documents.
17. CONSULTANT shall monitor during demolition CONTRACTOR's maintenance of site security during construction period.

CONSULTANT's Resident Project Representative:

- a. Shall not undertake any of the responsibilities of the construction CONTRACTOR or subcontractors.
- b. Shall not advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Contract Documents.
- c. CONSULTANT shall not be responsible for construction CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto.
- d. Shall not advise on or issue directions about safety precautions and programs about the construction CONTRACTOR's work.
- e. Shall not approve any interruptions or modification of COUNTY's facilities without the approval of COUNTY.
- f. CONSULTANT shall not be responsible for the acts or omissions of any construction CONTRACTOR, any construction subcontractor or any other person (except CONSULTANT's own employees and agents) at the Project site.

7.4 - Material Testing

CONSULTANT shall administer material testing and inspection services. CONSULTANT shall retain the services of a required testing firm to conduct inspection and perform tests as required to assure construction progress. Also, CONSULTANT shall utilize the services of a concrete testing laboratory to perform sub-grade compaction and concrete tests as detailed in the specifications and deemed necessary by CONSULTANT. CONTRACT ADMINISTRATOR shall approve testing laboratory contract prior to execution. CONTRACT ADMINISTRATOR reserves the right to have the testing firm replaced if judged unsatisfactory. If the cost of materials testing exceeds the budgeted amount, an equitable adjustment may be made by a negotiated



amendment of this Agreement. Results of all tests performed may be in writing and provided to COUNTY after review by CONSULTANT within ten (10) working days.

7.5 - Management and Administrative Matters

CONSULTANT shall consult with and advise CONTRACT ADMINISTRATOR during pre-construction and construction activities. CONSULTANT shall meet with COUNTY at ten (10) working day intervals to review and discuss project progress and status, draft and final project deliverable documents, construction schedules (as prepared by others), status of compliance with construction permits, status of new or expanded project cost, etc. Meetings required solely because of unsatisfactory performance by CONSULTANT as reasonably determined by CONTRACT ADMINISTRATOR shall be at no additional cost to COUNTY. CONSULTANT shall prepare and distribute a written summary of each meeting with COUNTY within five (5) working days of the meeting.

CONSULTANT shall provide for the management of activities during the construction phase. Such management activities include but are not limited to:

- a. Utilization of a management information system as approved by CONTRACT ADMINISTRATOR for communication and document control consistent with COUNTY standard forms.
- b. Project coordination with COUNTY, construction CONTRACTOR, and engineering subcontractors.

CONSULTANT shall conduct a progress meeting with construction CONTRACTOR and COUNTY bi-weekly to review status and identify issues that may affect project schedule and suggest changes and/or methods to keep project on schedule (except for construction CONTRACTOR's means, methods, techniques, sequences or procedures of construction). Additional meeting can be requested by CONSULTANT, construction CONTRACTOR or CONTRACT ADMINISTRATOR to resolve specific issues. CONSULTANT shall provide COUNTY written summary of each meeting within five (5) working days of the meeting.

CONSULTANT shall provide CONTRACT ADMINISTRATOR a monthly written status report of project including status of submittal reviews, technical interpretations and clarifications, CONSTRUCTION CONTRACTOR's claims for additional time and/ or money, and Change Orders. The status report shall be submitted to CONTRACT ADMINISTRATOR by the 5th of the month for the previous month's activity.

7.6 - Project Closeout

Upon receiving notice from the CONTRACTOR that the project is Substantially Complete, CONSULTANT, in conjunction with appropriate COUNTY staff, shall develop a "punch list" of the project. The "punch list" shall include items needing completion or correction prior to consideration of final acceptance. CONSULTANT shall develop the list in coordination with COUNTY. The list shall be forwarded to the CONTRACTOR by the COUNTY. Upon notification from the CONTRACTOR that all remaining "punch list" items have been resolved, CONSULTANT, in conjunction with appropriate COUNTY staff, shall perform a final review of

the finished project. Based on successful completion of all outstanding work items by the CONTRACTOR, CONSULTANT shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies. Final certifications include as-built drawings.

7.7 – As-Built / Record Drawings

As-Built/Record Drawing and Shop Drawing Compilation

CONSULTANT shall prepare As-Built/Record Drawing and distribute to CONTRACT ADMINISTRATOR, showing those changes made during the construction process based on the marked-up prints, drawings, and other data furnished by construction CONTRACTOR to CONSULTANT and on CONSULTANT's own records. CONSULTANT shall deliver the following as-built/record drawings within thirty (30) working days of the date of final completion.

- 1) Two (2) sets of 22 x 34 inch blue lines with cover pages signed and sealed
- 2) One (1) set of 22 x 34 inch reproducible
- 3) Four (4) sets of half size drawings, and
- 4) CONSULTANT shall prepare and deliver to COUNTY - One (1) set of computer aided drafting electronic version of the record drawings in AutoCAD file format compatible for GIS upload.

TASK 8

Services Identified by the CONTRACT ADMINISTRATOR

This task is reserved for incidental services identified by the CONTRACT ADMINISTRATOR related to services that are within this scope of work. Services provided under this task will be on an hourly basis as authorized in writing by the CONTRACT ADMINISTRATOR.

These services shall be utilized as required to address issues that may arise from outside agencies during the design, permitting and bid/award.

CONSULTANT shall further provide as required engineering services during construction if the construction duration extends beyond the defined period for Substantial Completion or if the estimated level of effort associated with previous tasks is exceeded. These services may include for example, the following:

- Additional meetings and/or submittals to the Regulatory Agencies
- Submittal review in excess of the anticipated number of submittals
- Field observation services
- Trouble shooting and provide design and detail drawings assistance to resolve unforeseen site conditions.

Basic Assumptions

Design Services:

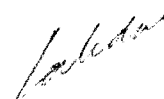
1. A noise study shall not be necessary during design or after construction.
2. Public hearings shall not be required.
3. No subsurface contamination exists on the site. Should there be any requirements by agencies to determine this, the work will be considered out of scope.
4. The COUNTY shall provide front end (bidding) documents in word format.
5. The COUNTY shall provide all requested information to facilitate the project within a timely manner of written requests.

Engineering Construction Services:

1. For estimating purposes the overall project duration is projected to be 122 calendar days after the CONTRACTOR's "NOTICE TO PROCEED (NTP)" date. CONSULTANT's Resident Project Representative Services (RPR) person is estimated at 12 weeks duration plus two weeks prior and two weeks after construction activities full time during demolition and periodic site visits during restoration.
2. Office space facilities and all equipment and supplies shall be provided by the CONTRACTOR at no cost to the CONSULTANT.
3. A reasonable effort for shop drawing and RFI review has been assumed as specified above.
4. Review of CONTRACTOR Pay Application performed by CONSULTANT.

Time of Performance

Refer to Attachment 1 for Project Schedule.



Attachment 1

Time of Performance

Project Schedule

Project Schedule for Belt Press Complex Engineering Services

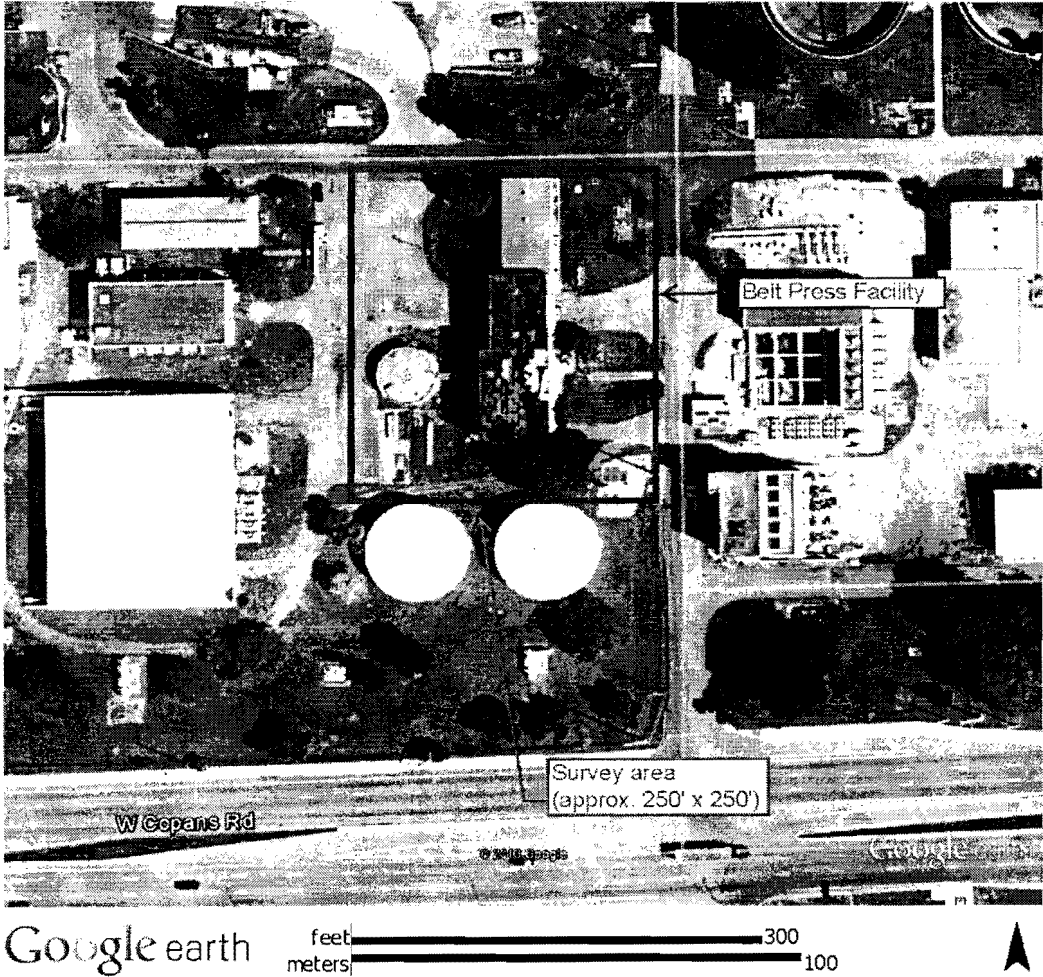
The following project schedule has been developed:

Schedule Task	Time Duration	
Notice to Proceed	7 days	
Engineering Design:		
Asset/Condition Survey	14 days	
50% Design	21 days	
50% Review Meeting	10 days	
90% Design	14 days	
90% Review Meeting	10 days	
Final Contract Documents	7 days	
Dry Run Permitting	21 days	
		104 days
Bid Phase/Award	21 days	
Engineering Services During Construction		
Pre-Construction Phase	21 days	
Substantial Completion	101 days	
Final Completion	21 days	
		164 days from Contractor NTP
Total Project		268 days

1/26/2011

Attachment 2

Belt Press Facility (250' x 250')



Calderon

Professional Services Agreement

EXHIBIT B

SALARY COSTS

Lakdas/Yohalem Engineering, Inc.

Project No: RLI # R1007403R1
 Project Title: NRWTP Structural Steel Replacement - Engineering Services
 Facility Name: Broward County North Regional Wastewater Treatment Plant

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	OVER-HEAD AT 131.0% (\$/HR)	+	FRINGE AT 24.82% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$72.00		\$94.32		\$17.87		\$18.42		\$202.60
Project Manager (Register)	\$42.00		\$55.02		\$10.42		\$10.74		\$118.19
Engineer)	\$35.00		\$45.85		\$8.69		\$8.95		\$98.49
Engineer	\$35.00		\$45.85		\$8.69		\$8.95		\$98.49
Senior Inspector	\$32.00		\$41.92		\$7.94		\$8.19		\$90.05
Inspector	\$30.00		\$39.30		\$7.45		\$7.67		\$84.42
Senior Technician (CADD)	\$28.00		\$36.68		\$6.95		\$7.16		\$78.79
Technician (CADD)	\$18.00		\$23.58		\$4.47		\$4.60		\$50.65
Administrative Assistant	\$18.00		\$23.58		\$4.47		\$4.60		\$50.65

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 131%
 FRINGE (\$/HR) = HOURLY RATE X FRINGE% 24.82%
 PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 10%

THE MULTIPLIER (Lakdas/Yohalem Engineering, Inc.) is 2.814

Professional Services Agreement

EXHIBIT B

SALARY COSTS

AECOM

Project No: RLI # R1007403R1
 Project Title: NRWTP Structural Steel Replacement - Engineering Services
 Facility Name: Broward County North Regional Wastewater Treatment Plant

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	OVER-HEAD AT 116.62% (\$/HR)	+	FRINGE AT 39.6% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM BILLING RATE (\$/HR)
Sr. Project Manager	\$68.00		\$79.30		\$26.93		\$17.42		\$191.65
Sr. Tech Engineer (QA)	\$66.00		\$76.97		\$26.14		\$16.91		\$186.02
Sr. Tech Engineer	\$64.00		\$74.64		\$25.34		\$16.40		\$180.38
Engineer	\$54.00		\$62.97		\$21.38		\$13.84		\$152.19
Senior Elec Engineer	\$54.00		\$62.97		\$21.38		\$13.84		\$152.19
Landscape Arch	\$40.00		\$46.65		\$15.84		\$10.25		\$112.74
Senior Mech Engineer	\$38.00		\$44.32		\$15.05		\$9.74		\$107.10
Senior Designer (CADD)	\$35.00		\$40.82		\$13.86		\$8.97		\$98.64
Designer (CADD)	\$28.00		\$32.65		\$11.09		\$7.17		\$78.92
PLS/PSM	\$42.00		\$48.98		\$16.63		\$10.76		\$118.37
Survey Crew (2-person)	\$62.00		\$51.35		\$24.55		\$13.79		\$151.70
Administrative Assistant	\$23.50		\$27.41		\$9.31		\$6.02		\$66.23

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 116.62%
 FRINGE (\$/HR) = HOURLY RATE X FRINGE% 39.6%
 PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 10%

THE MULTIPLIER (**AECOM**) is 2.818

Professional Services Agreement

EXHIBIT B

SALARY COSTS

Craven Thompson & Associates, Inc.

Project No: RLI # R1007403R1
 Project Title: NRWTP Structural Steel Replacement - Engineering Services
 Facility Name: Broward County North Regional Wastewater Treatment Plant

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	OVER-HEAD AT 79.86% (\$/HR)	+	FRINGE AT 51.10% (\$/HR)	+	PROFIT AT 15.00% (\$/HR)	=	MAXIMUM BILLING RATE (\$/HR)
PRINCIPAL	\$ 88.23		\$70.46		\$45.09		\$30.57		\$234.34
VICE PRESIDENT	\$ 65.00		\$51.91		\$33.22		\$22.52		\$172.64
PROJECT MANAGER	\$ 60.00		\$47.92		\$30.66		\$20.79		\$159.36
QUALITY ASSURANCE PERSON	\$ 60.00		\$47.92		\$30.66		\$20.79		\$159.36
SENIOR ENGINEER (1)	\$ 51.00		\$40.73		\$26.06		\$17.67		\$135.46
PROJECT ENGINEER (1)	\$ 40.00		\$31.94		\$20.44		\$13.86		\$106.24
SENIOR DESIGNER / TECHNICIAN	\$ 32.00		\$25.56		\$16.35		\$11.09		\$84.99
SENIOR DRAFTER	\$ 30.00		\$23.96		\$15.33		\$10.39		\$79.68
ADMINISTRATIVE ASSISTANT	\$ 26.00		\$20.76		\$13.29		\$9.01		\$69.06
REGISTERED LAND SURVEYOR	\$ 50.00		\$39.93		\$25.55		\$17.32		\$132.80
3-PERSON CREW	\$ 58.00		\$46.32		\$29.64		\$20.09		\$154.05
2-PERSON CREW	\$ 42.00		\$33.54		\$21.46		\$14.55		\$111.55
SENIOR REPRESENTATIVE REP.	\$ 40.00		\$31.94		\$20.44		\$13.86		\$106.24
RESIDENT REPRESENTATIVE	\$ 30.00		\$23.96		\$15.33		\$10.39		\$79.68

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% 79.86%
 FRINGE (\$/HR) = HOURLY RATE X FRINGE% 51.10%
 PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT% 15.0%

THE MULTIPLIER (Craven Thompson & Associates, Inc.) is 2.6560

EXHIBIT C

FORM 004339-1: LETTER OF INTENT



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: R1007403R1	Project Title: NRWWTP Structural Steel Replacement - Engineering Services
---	---

Bidder/Offeror Name: _____
Address: _____ **City:** _____ **State:** ____ **Zip:** ____
Authorized Representative: _____ **Phone:** _____

CBE Subcontractor/Supplier Name: Lakdas/Yohalem Engineering, Inc.
Address: 2211 NE 54th Street **City:** Fort Lauderdale **State:** FL **Zip:** 33308
Authorized Representative: Lakdas Nanayakkara, P.E. **Phone:** (954) 771-0630

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Project Management, Civil & Structural Eng.		\$82,000	63%

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

CBE Subcontractor/Supplier Authorized Representative _____ **President** _____ **4/5/2013**

 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative _____

 (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

Professional Services Agreement

EXHIBIT C-1

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: R1007403R1
Project Title: NRWWTP Structural Steel Replacement - Engineering Services
Facility Name: Lakdas/Yohalem Engineering, Inc.

No.	Firm Name	Discipline
1	AECOM	Mechanical, Electrical, Processing, and Landscaping
2.	Craven Thompson & Associates, Inc.	Boundary Topographic & Tree Survey
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		