



**AGREEMENT BETWEEN BROWARD COUNTY AND  
AE ENGINEERING, INC.  
FOR CONSULTANT SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR TRANSIT BUS STOP INFRASTRUCTURE  
(RFP # V2114585P1)**

This is an Agreement (“Agreement”) made and entered into by and between Broward County (“County”), a political subdivision of the State of Florida, and AE Engineering, Inc. (“Consultant”), a Florida corporation (collectively referred to as the “Parties”).

A. County issued a solicitation (RFP V2114585P1) for construction engineering and inspection (CEI) services for transit bus stop infrastructure improvements.

B. Consultant represents that it is experienced in providing CEI services for transit bus stop infrastructure improvements.

C. County wishes to engage Consultant to provide CEI services for transit bus stop infrastructure improvements.

D. Negotiations pertaining to this Project were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS**

The following definitions and identifications apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.2 **Contract Administrator**: The Director of Transportation, or Deputy Director of Transportation, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Work (Exhibit A).

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

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

1.5 **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.

1.6 **Disadvantaged Business Enterprise or "DBE"**: A for-profit small business as defined in Title 49 C.F.R. part 26 that is certified by Broward County's Office of Economic and Small Business Development ("OESBD").

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

1.8 **Project**: The CEI services for transit bus stop infrastructure improvements described in the Agreement.

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

## **ARTICLE 2. PREAMBLE**

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

2.1 County has budgeted funds for the Project. This Project is funded with Federal Transit Administration ("FTA") grant funds.

2.2 County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

## **ARTICLE 3. SCOPE OF SERVICES**

3.1 Consultant's services consist of the phases set forth in Exhibit A (Scope of Work), attached hereto and made a part hereof, and include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project. Consultant shall provide all services set forth in Exhibit A, including all necessary, incidental, and related activities and services required by the Scope of Work and contemplated in Consultant's level of effort.

3.2 The Scope of Work 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 and, in Consultant's opinion, that work is outside the level of effort

originally anticipated, whether or not the Scope of Work 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 Work. 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 Except as otherwise provided herein, additional negotiations will be required for any subsequent phases or additional services related to the Project that are not provided for in Exhibit A (Scope of Work). County and Consultant may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of the Project. If County and Consultant cannot contractually agree, County shall have the right to immediately terminate such negotiations at no cost to County and procure services for future Project phases from another source.

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

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

4.1 Consultant shall perform and complete the services described in the Scope of Work (Exhibit A) within 730 calendar days from the date of the issuance of the first Notice to Proceed ("Initial Term"), unless otherwise agreed to by County in writing.

4.2 The Purchasing Director may renew this Agreement one time for up to 365 calendar days subject to Consultant's acceptance, satisfactory performance by Consultant, and County's determination that renewal of the Agreement will be in the best interest of County. County will provide a written notification of intent to renew no less than sixty (60) calendar days in advance of the expiration date of the Initial Term at the address provided in Section 10.11, Notices. Consultant shall be compensated for all services performed during the renewal period at the rate in effect when the renewal is invoked by County upon the same terms and conditions as contained in the Agreement.

4.3 Prior to beginning the performance of any services under this Agreement, including any subsequent phases, Consultant must receive a Notice to Proceed from the Contract

Administrator or his or her designee authorizing the performance of the specific services. Prior to granting approval for Consultant to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.4 If Consultant is unable to complete any of the services under this Agreement 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 caused by factors outside the control of Consultant, the Contract Administrator shall grant in writing a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. The reasonableness of any such extension of time and compensation shall be determined by the County in its sole discretion. Consultant must promptly notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and such notification must inform the Contract Administrator of all facts and details related to the delay.

4.5 If 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.

4.6 If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, Indemnification of County.

4.7 When Project services are scheduled to end due to the expiration of the Initial Term or, if applicable, the renewal period provided under Section 4.2, Consultant agrees that it shall continue service upon the request of the Contract Administrator. This extension period shall not extend for greater than three (3) months beyond the Initial Term of this Agreement or, if applicable, the renewal period provided under Section 4.2. Consultant shall be compensated for the continued service at the rate in effect when the extension is invoked by County upon the same terms and conditions as contained in this Agreement. The Director of the Broward County Purchasing Division ("Purchasing Director") shall notify Consultant of an extension authorized herein by written notice delivered prior to the end of the term of this Agreement.

## ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

### 5.1 Amount and Method of Compensation

#### 5.1.1 Maximum Amount Not-To-Exceed Compensation.

5.1.1.1 Compensation to Consultant for the performance of the CEI services identified in Exhibit A as payable on a “Maximum Amount Not-To-Exceed” basis, and as otherwise required by this Agreement, during the Initial Term shall be based upon the salary costs as described in Section 5.2 up to a maximum amount not-to-exceed of Six Hundred Thirty Thousand One Hundred Ninety-eight Dollars and Forty Cents (\$630,198.40).

5.1.1.2 If the renewal period provided under Section 4.2 is exercised by the Purchasing Director, compensation to Consultant for the performance of CEI services during such renewal period shall be based upon the salary costs as described in Section 5.2 up to a maximum amount not-to-exceed of Three Hundred Fifteen Thousand Ninety-nine Dollars and Twenty Cents (\$315,099.20).

5.1.1.3 Consultant shall perform all services designated on a Maximum Amount Not-To-Exceed basis for total compensation in the amount of or less than the respective amounts stated above.

5.1.2 Salary Costs. The maximum billing rates payable by County for each of Consultant’s employee categories are shown on Exhibit B and are further described in Section 5.2.

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

5.1.3 Optional Services. Optional services may be utilized pursuant to Article 6. A Work Authorization for optional services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum, or combination thereof, applicable to that Work Authorization.

5.1.4 Limitation on County’s Obligation to Consultant. The dollar limitations set forth in Section 5.1.1 are limitations upon, and describe the maximum extent of, County’s obligation to Consultant for any and all services performed by Consultant pursuant to this Agreement other than optional services pursuant to Section 5.1.3, but do not constitute

a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services pursuant to this Agreement.

5.2 Salary Costs. The term salary costs as used herein means the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor/rate; 2) an overhead factor/rate; and 3) an operating margin. Salary costs are to be used only for the billing of time directly attributable to the Project. The fringe benefit and overhead factors/rates used as part of the multiplier must be Consultant's most recent and actual factors/rates determined in accordance with Federal Acquisition Regulations ("FAR") guidelines and audited by an independent certified public accountant. For the purposes of this Agreement, the factors/rates used as part of the multiplier must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These factors/rates shall remain in effect for the Initial Term of this Agreement and, if exercised, the renewal period provided under Section 4.2, except as provided for in this Section 5.2 inclusive of the subsections below.

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

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

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

5.2.4 The total hours payable by County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, salary costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.3 Reimbursables. For reimbursement of any travel costs, travel-related expenses, or other

nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant shall adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable Subconsultant expenses are limited as described herein when the Subconsultant agreement provides for reimbursable expenses.

#### 5.4 Method of Billing

5.4.1 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. Prior written approval by Contract Administrator is required for reimbursables and a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of DBE participation to date, if any. The billings 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 billings that records hours and salary costs by employee category, reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

#### 5.5 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 be increased up 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 On Consultant's satisfactory completion of each phase and after the Contract Administrator's review and approval, County shall remit to Consultant the ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Purchasing Director.

5.5.3 Payment will be made to Consultant at:

AE Engineering Inc.  
131 NW 42 Way  
Deerfield beach, FL 33442

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

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work 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, an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional services authorized by the Contract Administrator shall include a required completion date for Consultant's performance of those additional services.

6.3 If a dispute between the Contract Administrator and Consultant arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the Purchasing Director for resolution. The Purchasing Director's decision shall be final and binding on the Parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

6.4 Consultant may, at the Contract Administrator's discretion, be authorized to perform optional services as delineated in Exhibit A (Scope of Work). Any optional services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this Article. Prior to issuing a Work Authorization, the Contract Administrator must provide the Office of the County Attorney with the written description of the work to be undertaken as required by Section 6.4.4.1 and must obtain a written concurrence from the office of the County Attorney that the work proposed to be performed pursuant to the Work Authorization is within the Scope of Work of this Agreement.



6.4.1 Before any optional service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such optional service, which estimate shall be reviewed by the Contract Administrator and a final amount for Consultant's compensation shall be approved as follows:

6.4.1.1 Work Authorizations that will cost County not more than Thirty Thousand Dollars (\$30,000.00) in the aggregate may be signed by the Contract Administrator and Consultant.

6.4.1.2 Work Authorizations that will cost County not more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate may be signed by County's Purchasing Director and Consultant.

6.4.1.3 Any Work Authorization above County's Purchasing Director's authority must be approved by the Board.

6.4.2 Subsequent to the Contract Administrator issuing a Work Authorization pursuant to this article, the Contract Administrator or his or her designee will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence such work until after receipt of such Notice to Proceed.

6.4.3 Any modifications to a Work Authorization shall require an amended Work Authorization approved by the Contract Administrator, Purchasing Director, or Board in accordance with the dollar limitations set forth above.

6.4.4 All Work Authorizations shall be in the appropriate form at Exhibit D and shall contain, at a minimum, the following information and requirements:

6.4.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Consultant), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

6.4.4.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of County is obtained. In the event County does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of Consultant, the authorization shall be terminated, and Consultant shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

6.4.4.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to this Agreement.

6.4.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

6.4.4.5 Work Authorizations shall be dated, serially numbered, and signed.

6.5 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 DBE participation. Consultant shall demonstrate good faith efforts to include DBE participation in change order work and shall report such efforts to the OESBD.

## **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 public and private property as required for Consultant to perform its services.

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

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

## **ARTICLE 8. INSURANCE**

8.1 For purposes of this article, the term "County" includes Broward County and its members, officials, officers, and employees.

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

by Consultant.

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

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

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

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

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

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

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

of our Right to Recover from Others Endorsement” (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer’s liability laws including, but not limited to, the Federal Employer’s Liability Act, the Jones Act, and the Longshoreman and Harbor Workers’ Compensation Act.

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

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

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

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

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

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

8.9 If Consultant uses a Subconsultant, Consultant shall require each Subconsultant to

endorse County as an “Additional Insured” on the Subconsultant’s Commercial General Liability policy.

## **ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

9.1 The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This regulation requires recipients of Federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.

9.2 Since this Project is funded in part using United States Department of Transportation FTA federal funds, it is the policy of the Broward County Office of Equal Opportunity to ensure that certified DBEs, as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as subcontractors and suppliers on all contracts awarded by County; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the Project in accordance with the DBE Program Plan.

9.3 By execution of this Agreement, Consultant represents that it is a certified DBE. 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.

9.4 Failure by Consultant to carry out any of the DBE Program requirements constitutes a material breach of this Agreement permitting County to terminate this Agreement or to exercise any other remedy available under this Agreement, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under other applicable law, all of which remedies are cumulative. Consultant acknowledges that the Board, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the DBE 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.

9.5 County, acting by and through its OESBD, 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%) or Fifty Thousand Dollars (\$50,000.00), whichever is less, for potential opportunities to include the participation of certified DBE firms. Consultant shall make a good faith effort to include DBE firms in work resulting from any such amendment, extension, modification, or change order that Consultant shall not itself be performing, and shall report such efforts, along with evidence thereof, to the OESBD.

9.6 The Parties do not anticipate that any services to be performed pursuant to this Agreement or pursuant to any Work Authorization issued under this Agreement will be performed by a Subconsultant(s). However, County and Consultant agree that in the event the need for a Subconsultant(s) does arise on the Project, Consultant must obtain prior written approval from the Contract Administrator, which shall not be unreasonably withheld, before any services related to the Project are performed by a Subconsultant. A request for such approval shall identify the specific services to be performed and the Subconsultant(s) that will perform those services. In the event there is a need for a Subconsultant(s) on the Project, Consultant hereby acknowledges that subcontract awards to DBE firms are crucial to the achievement of the Project's DBE participation goal. Consultant understands that each DBE firm utilized on the Project to meet the participation goal, if any, must be certified by the OESBD. In an effort to assist County in achieving its established goal for this Project, Consultant agrees to maintain the following DBE participation goal by utilizing DBE firms, should any be needed, for the percentage of services under this Agreement listed in Subsection 9.7 below.

9.7

Total DBE Goal	20%
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9.8 Consultant may not terminate for convenience a certified DBE firm that Consultant subcontracts with in accordance with the requirements of Section 9.6 without the County's prior written consent, which consent shall not be unreasonably withheld. Consultant shall inform County immediately when a DBE firm it has subcontracted with is not able to perform or if Consultant believes the DBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Consultant to substitute the DBE firm with another DBE firm. Whenever a DBE firm Consultant has subcontracted with is terminated for any reason, including cause, Consultant shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

9.9 Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and DBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD. 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 DBE participation goal and the status of any DBE firm performing any portion of this Agreement.

9.10 Consultant understands that it is the responsibility of the Contract Administrator and the OESBD to monitor compliance with the DBE requirements. In that regard, Consultant agrees to furnish monthly reports regarding compliance with its DBE obligations to the Contract Administrator with its partial pay requests under Section 5.4 of this Agreement, which report shall, at a minimum, include all expenditures made to achieve compliance with its assigned goal or other contractual conditions agreed to by Consultant; the name and business address of each DBE firm participating in this Agreement, if any; a description of the work performed and/or

product or service supplied by each DBE firm participating in this Agreement, if any; the date and amount of each expenditure; and any other information requested by County's representative which may assist County in determining Consultant's compliance with its contractual obligations, or which may assist in the implementation and enforcement of the DBE regulation. The submission of the report required by this subsection shall be a condition of payment to Consultant. The monthly reports shall be submitted on a form which may be obtained at the OESBD. The first report shall be due at the end of the first month of this Agreement.

9.11 In the event of Consultant's noncompliance with its participation commitment to a DBE firm that it has subcontracted with in accordance with the requirements of Section 9.6 (including without limitation the unexcused reduction of the DBE firm's participation), the affected DBE firm shall be entitled to damages pursuant to its agreement with Consultant if the noncompliance is or was alleged to be due to no fault of the DBE firm, and alleged to be due to the willful action or omission of Consultant. If the DBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the DBE regulation by Consultant, then the DBE 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.

9.12 Nothing under this Article 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.

9.13 Nonpayment of sums due to a DBE subcontractor or DBE supplier as required by Section 3.4 of this Agreement is a material breach of this Agreement and, in the event of such nonpayment, the Contract Administrator may, at his or her option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to such subcontractors or suppliers. The presence of a "pay when paid" provision in Consultant's contract with a DBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.13 shall not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its DBE subcontractor or supplier.

9.14 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

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

## ARTICLE 10. MISCELLANEOUS

10.1 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Consultant in connection with this Agreement shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. 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 or any Work Authorization may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this Agreement or Work Authorization on behalf of County. This Agreement or any Work Authorization may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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



10.2.2.1 Upon the disqualification of Consultant as a DBE by County's Director of the OESBD if Consultant's status as a DBE 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 failure by Consultant to carry out any of the DBE Program requirements of this Agreement; or

10.2.2.3 Upon the disqualification of Consultant by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement or the Work Authorization.

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

10.2.5 If this Agreement or a Work Authorization is terminated for any reason, any amounts due Consultant shall be withheld by County until all documents are provided to County pursuant to Section 10.1.

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

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this

Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

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

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8577, [authompson@broward.org](mailto:authompson@broward.org), 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FL 33324.**

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

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

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

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

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

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

10.6 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. 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 Work and to provide and perform such services to County’s satisfaction for the agreed compensation.

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

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

10.8 Representative of County and Consultant. The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon Consultant's request, shall advise Consultant in writing of one (1) or more County employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed. Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct of the Project shall be addressed.

10.9 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:

Chris Walton, Director  
Broward County Transportation Department  
1 North University Drive, Suite 3100A  
Plantation, FL 33324

FOR CONSULTANT:

Roderick Myrick, P.E.  
3000 NW 30<sup>th</sup> Place  
Suite 309-310  
Fort Lauderdale, FL 33306

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

10.13 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 its proposal for the 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 Section 21.31(a) of the Broward County Administrative Code. Execution of this Agreement by Consultant shall also serve as Consultant's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a) of the Broward County Administrative Code.

10.16 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

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

10.18 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

10.19 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, the Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the compensation due under this Agreement the full amount of such fee, commission, percentage, gift, or consideration, or to otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.20 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.

10.21 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.

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

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

10.24 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.

10.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.26 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.27 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 Work)); 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 CEI 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.

#### 10.28 Payable Interest

10.29.1. Payment of Interest. County shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and, in furtherance thereof, Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

10.29 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.

10.30 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and AE Engineering, Inc., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2018

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Andrew J. Meyers  
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 (Date)

\_\_\_\_\_  
Print Name and Title above

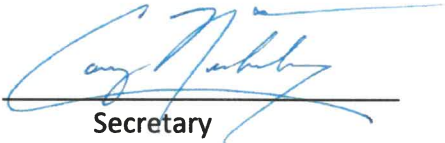
By \_\_\_\_\_  
Keoki M. Baron (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND AE ENGINEERING, INC., FOR CONSULTANT SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR TRANSIT BUS STOP INFRASTRUCTURE IN BROWARD COUNTY, FLORIDA, RFP/RLI # V2114585P1

AE Engineering, Inc.

ATTEST:

  
Secretary

Cory Nichols, P.E.


(Typed Name of Secretary)

CORPORATE SEAL



AE Engineering Inc.

(Typed Name of Consultant/Firm)

By   
President/Vice President

Roderick Myrick, P.E., President

(Typed Name and Title)

14 day of May, 20 18.

**INDEX TO EXHIBITS:**

<b>Exhibit A</b>	<b>Scope of Work</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates and Reimbursable for Direct Non-Salary Expenses</b>
<b>Exhibit C</b>	<b>Minimum Insurance Requirements</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Federally Funded Contracts Requirements</b>

**EXHIBIT A**  
**Scope of Work**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (CEIs)  
FOR COUNTYWIDE TRANSIT BUS STOP INFRASTRUCTURE IMPROVEMENTS PROGRAM  
BROWARD COUNTY

1.0 **GENERAL DESCRIPTION**

Pursuant to the Consultants' Competitive Negotiation Act (CCNA), Consultant shall provide the County with CEI professional services and technical support services related to improvements to and construction of countywide transit bus stop infrastructure.

- 1.1 Consultant is responsible for all construction inspection functions. Thus, Consultant shall utilize effective control procedures that will assure that the construction of the Project is performed in reasonable conformity with the plans, specifications, and provisions of the contract(s) for the construction work for the Project ("construction contract(s)").
- 1.2 Consultant shall provide County with inspection, technical, and administrative personnel, including the inspection personnel identified in paragraph 1.6 of this Scope of Work, as necessary to effectively carry out its responsibilities under this scope and underlying Agreement.
- 1.3 In order to allow sufficient time for Consultant to schedule its activities, Consultant will be issued a Notice to Proceed by the Contract Administrator or his or her designee at least fourteen (14) calendar days in advance of the start of any Broward County Transportation Department (BCT) construction project. Consultant is responsible for maintaining close coordination with the County and the Contractor in order to minimize rescheduling of Consultant's activities due to construction delays or changes in scheduling of the Contractor's activities.
- 1.4 Consultant shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement necessary for the Contract Administrator to carry out its responsibilities.
- 1.5 Construction inspection personnel are required of Consultant at all times while the Contractor is working on the Project.
- 1.6 Consultant is responsible for providing a minimum of one (1) qualified senior CEI inspector and one (1) qualified CEI inspector for the duration of the Initial Term and for the duration of the renewal period provided under Section 4.2 of the underlying Agreement and paragraph 6.0 of this Scope of Work, if exercised, in order to effectively carry out its responsibilities under the underlying Agreement and this Scope of Work.

2.0 CEI SERVICES

2.1 Consultant shall provide services as necessary to administer the construction contract in a manner so as to assure that the Project is constructed in conformity with the plans, specifications, and construction contract provisions.

2.2 Consultant must, as soon as possible and in writing, advise the Contract Administrator of any omissions, substitutions, defects, or deficiencies noted in the work of the Contractor and the corrective action taken. The work provided by Consultant shall, in no way, relieve the Contractor of responsibility for the means and method and the satisfactory performance of the construction contracts.

2.3 Construction Inspection:

Consultant shall monitor the Contractor's on-site construction operations and inspect all materials entering into the worksite as required to assure that the quality of workmanship and materials is such that the Project is completed in conformity with the plans, specifications, and other construction contract provisions. Consultant shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

2.4 Verification Testing:

Consultant shall oversee all testing of component materials and completed work items to the extent that it assures that the materials and workmanship incorporated in the Project are in conformity with the plans, specifications, and construction contract provisions.

2.5 Engineering Services:

Consultant shall (1) perform all engineering services necessary to assure that proper coordination of the activities of all parties involved in accomplishing completion of the Project is achieved; (2) maintain complete and accurate records of all activities and events relating to the Project; (3) properly document all significant changes to the Project; (4) provide interpretations of the plans, specifications, and construction contract provisions; (5) make recommendations to County to resolve disputes which arise in relation to the construction contracts; and (6) maintain an adequate level of oversight of the Contractor's activities. Such engineering services include but are not limited to:

2.5.1 Schedule and conduct a pre-construction conference for the Project, including recording significant information revealed and decisions made at that conference and distribute copies of the minutes to the appropriate parties.

2.5.2 Maintain on a daily basis a complete and accurate record of all activities and events relating to the Project and a record of all work completed by the Contractor, including quantities of pay items. Consultant shall immediately report to the Contract Administrator apparent significant changes in quantity, time, or cost as they are noted.

2.5.3 Maintain a construction diary acceptable to the Contract Administrator.

2.5.4 Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

2.5.5 Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items. The field reports for records of work and testing results shall be submitted to the Contract Administrator within forty-eight (48) hours.

2.5.6 Coordinate with the County's project manager, who will be identified by the Contract Administrator, to provide to the Contractor interpretations of the plans, specifications, and construction contract provisions when such interpretations are requested by the Contractor or when Consultant and the County's project manager determine that such interpretations are necessary to carry out the intent of the construction contract. Consultant shall consult with the County's project manager when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the County's project manager may request an interpretation from Consultant and/or County design engineers.

2.5.7 Analyze problems that arise on the Project and proposals submitted by the Contractor and prepare and submit appropriate recommendations to the Contract Administrator and/or the County's project manager.

2.5.8 Review and submit to the Contract Administrator for consideration any proposed changes to the plans, specifications, or construction contract provisions and extra work which appear to be necessary to carry out the intent of the construction contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original construction contract.

2.5.9 When it is determined that a modification to the original construction contract is required due to a necessary change in the character of the work, prepare documentation detailing the justification and submit for approval by the Contract Administrator in accordance with all applicable County requirements.

2.5.10 If the Contractor for the Project submits a claim for additional compensation, analyze the submittal and prepare a written recommendation to the Contract Administrator covering the validity and reasonableness of the charges and conduct negotiations leading to recommendations for settlement of the claim.

2.5.11 If the Contractor for the Project submits a request for extension of the allowable construction contract time, analyze the request and prepare a written recommendation to the Contract Administrator covering the accuracy of the statements and the actual effect of delaying factors on completion of controlling work items.

2.5.12 Monitor the Project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require Contractor's immediate resolution of the problem. Violations must be reported to the Contract Administrator immediately.

2.5.13 Maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews, resubmittals, and approvals. Consultant shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations on, and evaluate any circumstances which affect the progress or cost of the work. Consultant shall actively encourage all reviewers to accomplish reviews promptly. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor.

2.5.14 Upon request by the Contractor, assist in the coordination between the Contractor and utility companies to aid the Contractor in its effort to assure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations.

2.5.15 Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

2.5.16 In order to prevent delays in Contractor's operations, produce reports, verify quantity calculations, field measure for payment purposes, and/or write communications when needed.

2.5.17 Upon identification of a proposed changed condition or construction contract change, analyze the extent of the change and prepare an order of magnitude estimate of cost and time change, if any. Prior to receipt of the Contractor's estimate, prepare the fair cost estimate.

2.5.18 Prepare documentation and records in compliance with the Agreement, justifying all payments to Contractor through the use of surveys, spreadsheets, and tracking logs.

2.5.19 Provide, on a daily basis, high resolution digital photos of each project site from various views, depicting the progress of the Project for the duration of the construction contract.

### 3.0 OPTIONAL SERVICES

Optional services may include any additional effort that is necessary and related to the existing Scope of Work detailed above. Services performed under this task must be initiated by a separate written Work Authorization from the Contract Administrator with the appropriate approval pursuant to Section 6.4 of the Agreement.



#### 4.0 PERSONNEL

##### 4.1 General Requirements:

Consultant shall assign or remove personnel, including any qualified senior CEI inspector or qualified CEI inspector, within two (2) weeks of receipt of any written notification from the Contract Administrator requiring such assignment or removal.

##### 4.2 Personnel Qualifications:

4.2.1 Consultant shall provide competent personnel qualified by experience and education. Consultant shall submit in writing to the Contract Administrator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. A request for personnel approval shall be submitted to the Contract Administrator at least two weeks prior to the date an individual is to report to work.

4.2.2 Before the project begins, all inspection staff shall have a working knowledge of the current Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FDOT Design Standards, FDOT Index 600 Traffic Control through Work Zones, and Broward County Minimum Standards for Construction. Inspection staff must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold.

#### 5.0 STAFFING

Consultant shall adequately staff approved personnel during the term of the Agreement and shall maintain an appropriate staff after completion of construction to complete the final documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities and final payment.

#### 6.0 PROJECT SCHEDULE (Time for Performance)

The work to be performed under this Scope of Work and underlying Agreement for CEI services shall be completed within 730 calendar days from the issuance of the first Notice to Proceed. In addition, there is an optional renewal period of 365 calendar days that may be exercised pursuant to Section 4.2 of the Agreement in order for Consultant to effectively carry out its responsibilities under the underlying Agreement and this Scope of Work.

**EXHIBIT B**  
**Maximum Billing Rates**

Project No: RFP V2114585P1  
 Project Title: Construction Engineering and Inspection Services for Countywide Transit  
 Bus Stop Infrastructure  
 Consultant: AE Engineering Inc.  
 Subconsultant Name: N/A

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Construction inspector	\$31.45		2.66		\$83.66
Construction Inspector	\$25.50		2.66		\$67.83
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of 2.66 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (123.53)%

FRINGE = HOURLY RATE X FRINGE (14.57) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (28.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE = 2.66

**Reimbursables for Direct Non-Salary Expenses**

<b>REIMBURSABLE</b>	<b>MAXIMUM REIMBURSABLE</b>
<b>Black and White Copies (per copy)</b>	
8 ½ X 11	\$0.25
8 ½ X14	\$0.35
11 x 17	\$0.50
<b>Color Copies (per copy)</b>	
8 ½ X 11	\$0.75
8 ½ X14	\$0.85
11 x 17	\$1.25
<b>Other Services</b>	
Postage (FedEx, Certified Mail, etc.)	@ Cost

## EXHIBIT C

### Minimum Insurance Requirements



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/26/2018

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

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

<b>PRODUCER</b> Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 850-581-4925      FAX (A/C, No): 850-581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com														
<b>INSURED</b> AEEN-01  AE Engineering, Inc. 6440 Southpoint Parkway #300 Jacksonville FL 32216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety</td> <td>19038</td> </tr> <tr> <td>INSURER D : STARNET INS CO</td> <td>40045</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Co	25615	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Casualty and Surety	19038	INSURER D : STARNET INS CO	40045	INSURER E :		INSURER F :	
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INSURER D : STARNET INS CO	40045														
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** 1020108288      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	6802J533540	4/1/2017	4/1/2018	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COM/POP AGG      \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NOT-OWNED AUTOS ONLY		BA2J535060	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP2J5385841747	4/1/2017	4/1/2018	EACH OCCURRENCE      \$2,000,000 AGGREGATE      \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB2J538431	6/21/2017	6/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
C D	Professional Liability Maritime Employers Liability		106780066 BOUMP170275	7/31/2017 7/7/2017	7/31/2018 7/7/2018	Limit      2,000,000 Limit      1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: CEI Services – Bus Stop Infrastructure Improvements Program RFQ V2114585P1- Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability.

Digitally signed by  
 cpounal@broward.org  
 DN:  
 cn=cpounal@broward.org  
 Date: 2018.02.12 10:01:36 -0500

<b>CERTIFICATE HOLDER</b>  Broward County Broward County Board of County Commissioners 1 N. University Drive #3100A Plantation, FL 33324 Attn: Ralph Viola	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT D**  
**Work Authorization Form**

**WORK AUTHORIZATION**

NO. XXXXXX

**Under Purchasing Director Award Authority For Professional Services Or Agreement Threshold For Board Action.**

This Work Authorization is between Broward County and \_\_\_\_\_ (CONSULTANT) as required pursuant to an agreement for \_\_\_\_\_ RFP # \_\_\_\_\_ approved by The Broward County Commissioners on \_\_\_\_\_.

This Authorization provides for professional services pursuant to said Agreement and as specifically described in the attached proposal(s) and Project Specific Scope of Work, dated \_\_\_\_\_.

Payment(s) for such services shall be paid in accordance with Article 6, with compensation in the amount of \$ \_\_\_\_\_ and Reimbursable Expenses in the amount of \$ \_\_\_\_\_ (if applicable) for a total possible maximum payment of \$ \_\_\_\_\_ to be charged against:

Budget	Requisition Number	Division Name	Procurement Folder
	RQS	Transportation / Transit	

The Time Period for this Work Authorization will consist of \_\_\_\_\_ Calendar Days or \_\_\_\_\_ Working Days (Choose one) or that time necessary to complete

**Work Authorization #** \_\_\_\_\_ \$ \_\_\_\_\_  
**Amendment #** \_\_\_\_\_ \$ \_\_\_\_\_  
**Total \$** \_\_\_\_\_

**COUNTY**

BROWARD COUNTY, through its DIRECTOR OF PURCHASING

By: \_\_\_\_\_  
Division Director Signature, if applicable

By: \_\_\_\_\_  
Director Of Purchasing Signature and Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_

\_\_\_\_\_ Day of \_\_\_\_\_, 2017

Christopher Walton Contract Administrator Signature  
and date

**Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County**

**CONSULTANT**

**ATTEST**

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
President/Vice President Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

(Corporate Seal)

**EXHIBIT E**  
**Federally Funded Contracts Requirements**

**Consultant (herein referenced as “Contractor”) shall comply with the following additional obligations to the extent applicable:**

1. For all federally assisted construction contracts (as defined in 41 C.F.R. Part 60-1.3):

a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of Contractor’s noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Contractor will include the provisions of Sections (1)(a) through (1)(f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. For all construction contracts in excess of \$2,000:

a. Contractor shall comply with 40 U.S.C. §§ 3141-3144, 3146-3148 as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"), and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

b. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor shall pay wages not less than once a week.

c. Contractor shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," as may be applicable, which are incorporated by reference into this Agreement. Contractor shall not induce by any means any person employed in construction, completion, or repair of work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contractor shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

e. A breach of the contract clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers:

a. Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

b. Contractor shall, among other things, compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Contractor shall compensate work in excess of the standard work week at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require laborers or mechanics to work in surroundings or conditions which are unsanitary, hazardous, or dangerous.

4. All federally funded contracts:

a. Contractor shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the federal funding agency.

b. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency (EPA).

c. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

d. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Contractor affirms and verifies that neither the Contractor, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. Contractor shall comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and shall include a provision requiring such compliance in any lower tier covered transaction it enters into relating to this Agreement.

f. The foregoing subsections are material representations of fact relied upon by Broward County. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. Contractor shall comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Contractor



further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement.

h. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Contractor shall procure only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00; procure solid waste management services in a manner that maximizes energy and resource recovery; and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. By execution of this Agreement, Contractor certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Contractor certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.