



**AGREEMENT BETWEEN BROWARD COUNTY AND HDR ENGINEERING, INC.
FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR
TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS
(RFP# PNC2114364P1)**

This agreement ("Agreement"), between Broward County, a political subdivision of the State of Florida ("County"), and HDR Engineering, Inc., a foreign for profit corporation licensed and doing business in the state of Florida ("Consultant") (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date").

RECITALS

- A. County issued a request for proposals ("RFP") No. PNC2114364P1 for continuing engineering services for transportation and general civil engineering projects.
- B. Consultant is experienced in providing engineering services necessary and related to the design, construction, and construction management for transportation and general civil engineering projects.
- C. County desires to engage Consultant to provide continuing engineering services for transportation and general civil engineering projects.
- D. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board**: The Board of County Commissioners of Broward County, Florida.
- 1.2 **Consultant**: The architect or engineer selected to perform the services under this Agreement.
- 1.3 **Contract Administrator**: The Director of Highway Construction and Engineering Division, or designee, who is the representative of County concerning this Agreement.
- 1.4 **Contractor**: The person, firm, corporation, or other entity that enters into an agreement with County to perform the construction work for a project.
- 1.5 **County Administrator**: The administrative head of County appointed by the Board.
- 1.6 **County Attorney**: The chief legal counsel for County appointed by the Board.

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

1.8 **Direct Expense Cost**: Field office expenses reimbursed in accordance with the direct expense rate that is certified by an independent Certified Public Accountant based on the most recent Federal Acquisition Regulation ("FAR") audit guidelines. The Direct Expense Cost is calculated by multiplying the number of labor hours worked within the invoicing period, by the direct expense rate in Exhibit B, the product of which is then multiplied by the employee's actual hourly rate, or by his/her negotiated maximum hourly rate, whichever is lower.

1.9 **Notice To Proceed or "NTP"**: A written authorization to proceed with a project, or task thereof, issued by Contract Administrator.

1.10 **Scope of Services**: The work and services described in Article 3 and on Exhibit A, as applicable.

1.11 **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.

1.12 **Work Authorization**: A document issued by County under this Agreement that authorizes Consultant to perform specified professional services and details the terms of payment and scope of work for the services authorized.

ARTICLE 2. PREAMBLE

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

2.1 County has budgeted funds for this Agreement. This Agreement is funded with County funds.

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

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services will consist of the services set forth in each Work Authorization, in accordance with the Scope of Services described in Exhibit A, and may include civil, structural,

mechanical, and electrical engineering, architectural services, and other professional engineering services, as applicable for each Work Authorization. Consultant shall provide all services set forth in each Work Authorization including all necessary, incidental, and related activities and services.

3.2 A Work Authorization may not delineate every detail and minor work task required to be performed by Consultant to complete the work or services described therein. If, during the course of the performance of the services included in the Work Authorization, Consultant determines that work should be performed to complete the work or services described in that Work Authorization that is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Work Authorization 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 Contract Administrator, said work will be deemed to be within the original level of effort, whether or not specifically addressed in the Work Authorization. Notice to Contract Administrator does not constitute authorization or approval by County for 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 and cost.

3.3 Exhibit A describes the overall engineering services included in this Agreement and that may be included in each Work Authorization. Each Work Authorization will be negotiated between County and Consultant and will include the permissible scopes of services, compensation, time of performance, and other related matters. If County and Consultant cannot contractually agree, County will have the right to immediately terminate negotiations at no cost to County and may procure services for future tasks from another source.

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

3.5 Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient, Consultant shall correct the deficiency at no cost to County.

ARTICLE 4. WORK AUTHORIZATION

4.1 All work to be performed by Consultant under this Agreement must first be authorized in writing by a Work Authorization, in accordance with the requirements of this Article.

4.1.1 Before issuance of any Work Authorization, Consultant shall provide Contract Administrator with a written estimate for all charges expected to be incurred for the tasks associated with the Work Authorization. Each Work Authorization (including as

amended) may be executed on behalf of County as follows: (a) the Contract Administrator may execute any individual Work Authorization for which the cost to County is \$50,000 or less; (b) the Purchasing Director may execute any individual Work Authorization for which the cost to County is within the Purchasing Director's delegated authority (if required under the Procurement Code, any such Work Authorization shall also be executed by the County Administrator); and (c) any individual Work Authorization above the Purchasing Director's delegated authority must be approved by the Board. The sum of all Work Authorizations issued under this Agreement in any annual period must not exceed the applicable annual maximum amount stated in Section 6.1.

4.1.2 After complete execution of a Work Authorization under this Agreement, Contract Administrator will issue a Notice to Proceed for that authorized work. Consultant must not commence such work until receipt of a Notice to Proceed.

4.1.3 Any modifications to a Work Authorization will require an amended Work Authorization approved by Contract Administrator, County's Purchasing Director, or Board in accordance with the aggregate dollar limitations set forth above. Consultant's compensation will not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval from the appropriate authority.

4.1.4 All Work Authorizations must be delineated in the attached Exhibits E-1, E-2 or E-3, as applicable, or in a form substantially similar, and must contain, at a minimum, the following information and requirements:

4.1.4.1 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 under which the work to be undertaken is authorized, and a statement of the method of compensation.

4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of County is obtained. If 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 will be terminated, and Consultant will be paid in full for all work completed to that point, but said amount will in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail to identify the various elements of costs.

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

4.1.4.4 Any other additional instructions or provision relating to the work authorized under this Agreement.

4.1.4.5 Work Authorizations must be dated, serially numbered, and signed.

**ARTICLE 5. TIME FOR PERFORMANCE;
CONTRACTOR DAMAGES; LIQUIDATED DAMAGES**

5.1 The initial term of this Agreement is for a period of three (3) years starting from the Effective Date and ending at 11:59 p.m. on the day preceding the third anniversary of that date (the "Initial Term"). Beyond the Initial Term, County shall have the option, through County's Purchasing Director, to renew this Agreement, under the same terms and conditions, for up to two (2) consecutive one (1) year terms; County's Purchasing Director may exercise this renewal option by sending notice of renewal to Consultant at least thirty (30) days prior to the expiration of the then-current term. Any renewal by County's Purchasing Director will not result in a substantive change to the Agreement's terms. Consultant shall perform the services described in each Work Authorization within the time periods specified in the Work Authorization with said time periods commencing from the date of the Notice to Proceed for such services.

5.2 Within ten (10) days after issuance of a Notice to Proceed for each Work Authorization, Consultant shall provide a detailed project activity schedule for activities required to meet the completion date set forth in the Work Authorization. The schedule must be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, Consultant must allow for County review time for each task and other submittals as appropriate.

5.3 If Consultant is unable to complete the services under any Work Authorization because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the services therein, and such delays are not the fault of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if deemed appropriate by the Contract Administrator. Consultant must notify Contract Administrator promptly in writing whenever a delay in approval by County or other governmental authorities is anticipated or experienced, and must inform Contract Administrator of all facts and details related to the delay.

5.4 For any construction phase services authorized by a Work Authorization, if Contractor fails to substantially complete the services 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 does not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

5.5 If Consultant is performing services under a Work Authorization scheduled to be completed after the expiration of this Agreement, Consultant agrees to continue those services until completion under the same terms and conditions as stated in the existing Work

Authorization.

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all Work Authorizations issued under this Agreement shall not exceed One Million Dollars (\$1,000,000). The method of compensation to be paid under each individual Work Authorization will be under one or a combination of the following methods as specified in the operative Work Authorization and based upon the Salary Costs described in Exhibit B.

6.1.1 Maximum Amount Not-To-Exceed Compensation. County will pay compensation to Consultant for the performance of services identified in the Work Authorization, as payable on a "maximum amount not-to-exceed" basis, and as otherwise required by this Agreement, based upon the Salary Costs as described in Section 6.2 and Exhibit B, up to an agreed upon maximum amount not-to-exceed. Consultant shall perform all services designated as maximum amount not-to-exceed set forth in the Work Authorization for total compensation in the amount of or less than that stated therein. The maximum hourly rates payable by County for each of Consultant's employee categories will be in accordance with Exhibit B.

6.1.2 Lump Sum Compensation. County will pay compensation to Consultant for the performance of all services identified in the Work Authorization as payable on a "lump sum" basis, and as otherwise required by this Agreement, no more than the lump sum amount stated in the Work Authorization.

If, for services designated as payable on a maximum amount not-to-exceed, Consultant has "lump sum" agreements with any Subconsultant(s), then Consultant shall bill all "lump sum" Subconsultant fees with no "markup." Likewise, Consultant shall bill, with no markup, all maximum not-to-exceed Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 6.2 and Reimbursables as defined in Section 6.4. All Subconsultant fees shall be billed in the actual amount paid by Consultant.

6.1.3 Unit Price Compensation. County will pay Consultant the unit price for each unit price item in accordance with the per unit amounts described in the attached Exhibit B-1 and in each Work Authorization. The units described are only estimates, and final payment will be made for the actual number of units utilized for the services performed under each Work Authorization.

6.2 Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Work Authorization issued under this Agreement, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulations ("FAR") guidelines and audited by an independent certified public accountant. For purposes of

this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided in this Section 6.2 inclusive of the subsections below.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

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

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

6.2.4 The total hours payable by County for any "exempt" (salaried), or "nonexempt" (hourly) personnel must not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours shall be compensated by County only if authorized in advance, in writing, by Contract Administrator. If so authorized, Salary Costs for additional hours of service provided by nonexempt employees or exempt 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 6.2. If a "Safe Harbor" rate, as defined in 6.2.5, is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of one hundred ten percent (110%) in lieu of providing fringe benefit and overhead cost factors certified by an independent certified public accountant in accordance with FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 shall remain in place and applicable even when a "Safe Harbor" rate is used.

6.2.6 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the Effective Date, and for each contract year thereafter, upon Consultant's written request to Contract Administrator issued thirty (30) days before each annual anniversary date, and subject to approval by Contract

Administrator. Any increase in these rates will be limited to the lesser of the change in cost of living or three percent (3%). The increase in the cost of living will be based on the Consumer Price Index ("CPI") and will be calculated as follows: the difference of the CPI for the current period, less the CPI for the previous period, divided by the CPI for the previous period, multiplied by 100. The CPI for the current period means the most recently published monthly index preceding the then-current contract anniversary date. The CPI for the previous period means the CPI for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor Table for Consumer Price Index – All Urban Consumers (Series ID CUURA320SA0) for the areas of Miami- Fort Lauderdale, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there will not be an increase in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by Contract Administrator and the Consultant.

6.3 Optional Services. Optional Services may be utilized in accordance with Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization that includes Optional Services shall specify the method of payment, maximum amount not-to-exceed, lump sum, or combination thereof, applicable to those Optional Services. The amount of Optional Services permitted under a Work Authorization shall be included in the amount of the Work Authorization for purposes of determining execution authority under Section 4.1.1.

6.4 Reimbursables. For reimbursement of any travel cost, travel-related expense, or other direct nonsalary expense directly attributable to a Work Authorization, Consultant shall adhere to Section 112.061, Florida Statutes, except to the extent, if any, that this Agreement expressly provides to the contrary. County, through its Contract Administrator, may establish a maximum amount not-to-exceed for potential reimbursable expenses that may be utilized in accordance with this section. County shall not be liable for any such expenses that have not been approved in advance, in writing, by Contract Administrator. County will retain any unused amounts of monies established for reimbursables. For any Subconsultant agreement providing for reimbursable expenses, reimbursable expenses will be limited as described herein.

6.4.1 For reimbursement of any Direct Expense Cost, Consultant shall use the applicable direct expense rate identified in Exhibit B. The direct expense rate shall remain in place for the entire term of this Agreement and any applicable Work Authorization. If any Subconsultants elect to use the direct expense rate, it shall be in accordance with the foregoing. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing, by the Contract Administrator.

6.5 Method of Billing.

6.5.1 For Maximum Amount Not-To-Exceed Compensation under Section 6.1.1. Consultant shall submit billings that are identified by a specific project number on a monthly basis in a timely manner for all Salary Costs and reimbursables attributable to the Work Authorization. These billings must identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals

performing the work. Billings must itemize and summarize any reimbursables by category and identify same as to the personnel incurring the expense, and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursables, a copy of said approval must accompany the billing for such reimbursable. Billings must also indicate the cumulative amount of CBE participation to date. The statement must 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 describing the nature of the expense, and containing a project number or other identifier clearly indicating that the expense is identifiable to the services authorized by the operative Work Authorization. All receipts or invoices must contain a project identifier at the time of creation with the exception of receipts and invoices for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.5.2 For Lump Sum Compensation under Section 6.1.2. Consultant shall submit billings which are identified by a specific project number on a monthly basis in a timely manner. These billings must identify the nature of the work performed, the task, and the estimated percent of work accomplished. Billings for each task must not exceed the amounts allocated to said task. Billings must also indicate the cumulative amount of CBE participation to date. The billings must show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.6 Payment Procedure.

6.6.1 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 task for a Work Authorization are fifty percent (50%) complete and upon written request by Consultant and written approval by Contract Administrator that the services are progressing in a satisfactory manner, Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each task may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

6.6.2 Upon Consultant's satisfactory completion of each task and after Contract Administrator's review and approval, County shall remit to Consultant the portion of the amounts previously withheld. Final payment under each Work Authorization must be approved by County's Purchasing Director.

6.6.3 Payment will be made to Consultant at:

HDR Engineering, Inc.
3250 W. Commercial Blvd. Suite 100
Fort Lauderdale, Florida 33309

6.6.4 County shall pay Consultant for services performed after the expiration date of this Agreement so long as the services were assigned to Consultant through a Work Authorization or a Notice to Proceed issued to Consultant before the expiration date of this Agreement. This provision will not apply if there is an earlier termination for cause or convenience as set forth in Article 11, in which case Consultant will be compensated as set forth therein.

**ARTICLE 7. ADDITIONAL SERVICES;
CHANGES IN SCOPE OF SERVICES**

7.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under an operative Work Authorization. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, authorized and executed by individuals with the appropriate authority in the manner prescribed thereby, before any deviation from the terms of any operative Work Authorization, including the initiation of any additional services.

7.2 Costs of additional services identified by Contract Administrator during the life of any Work Authorization and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 6. Additional services authorized by Contract Administrator must include a required completion date for Consultant's performance of those additional services.

7.3 If a dispute between Contract Administrator and Consultant arises over whether requested services constitute additional services and such dispute cannot be resolved by Contract Administrator and Consultant, such dispute shall be promptly presented to County's 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 7.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

7.4 Consultant may, in Contract Administrator's sole discretion, be authorized to perform Optional Services as described in Exhibit A, Scope of Services, up to the maximum fee amount established in the operative Work Authorization for those Optional Services. Any Optional Services to be performed by Consultant under this Agreement must first be authorized by Contract Administrator in a Work Authorization in accordance with Article 4 and must not exceed the cumulative amount authorized in the Work Authorization for those Optional Services.

7.5 Each proposed modification request that, by itself or aggregated with previous modification requests, increases the cumulative annual Agreement amount by ten percent (10%) or more of the initial contract value must be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development ("OESBD").

ARTICLE 8. COUNTY'S RESPONSIBILITIES

8.1 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the operative Work Authorization including previous reports and any other data relative to design or construction related thereto.

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

8.3 County shall review the itemized deliverables/documents identified in Exhibit A of the Work Authorization and respond in writing with any comment within the time set forth on the approved project schedule.

8.4 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.

8.5 In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit D in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of services, Consultant shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

9.4 Consultant shall ensure that all insurance coverages required by this article remains in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5 Consultant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County shall be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against County, and agrees to obtain same in an endorsement of Consultant's insurance policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit D, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall comply with all applicable requirements of County's CBE program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement.

Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

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

10.2 Consultant acknowledges that the Board, acting through the OESBD, may make minor administrative modifications to the CBE program which will become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification will be provided to Consultant and must include a deadline for Consultant to notify County if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority will be deemed acceptance of the modification by Consultant.

County may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change

orders, increases the initial Agreement price by ten percent (10%) or more. Consultant must make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

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

CBE participation goal	21 %
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Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, Consultant shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the Parties. Such substitution will not be required if the termination results from County modifying the scope of services and there is no available CBE to perform the new scope of services, in which event Consultant must notify County and the OESBD may adjust the CBE participation goal by written notice to Consultant. Consultant may not terminate for convenience a CBE firm without County's prior written consent, which consent will not be unreasonably withheld.

10.4 In performing the services under this Agreement, the Parties hereby incorporate the list of Consultant's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit C). Promptly upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to Contract Administrator and the OESBD. Overall CBE participation will be based on the cumulative cost of all County approved Work Authorizations issued in accordance with Article 4, less reimbursables.

10.5 Consultant shall provide written monthly reports to Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE program obligations. Such review and monitoring will be by Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

10.6 In the event of Consultant's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm will have the right to exercise any remedies as may be available as between the CBE firm and Consultant.

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

ARTICLE 11. TERMINATION

11.1 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 issued under this Agreement, may also be terminated for convenience by the Board. Termination for convenience by the Board is effective on the termination date stated in the written notice provided by County, which termination date must be no less than thirty (30) days after the date of such written notice. If any Work Authorization issued under this Agreement was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or other County representative (including his or her successor) who executed the Work Authorization on behalf of County. This Agreement, or any Work Authorization issued under this Agreement, may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if 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 will be deemed a termination for convenience, which will be effective thirty (30) days after such notice of termination for cause is provided.

11.2 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 operative 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 issued under this Agreement may also be terminated by the Board:

11.2.1 Upon the disqualification of Consultant as a CBE by County's Director of the OESBD if Consultant's status as a CBE was a factor in the award of this Agreement or Work Authorization, and such status was misrepresented by Consultant;

11.2.2 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 Work Authorization, or attempting to meet the CBE contractual obligations;

11.2.3 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement or Work Authorization, and such status was misrepresented by Consultant or such participant;

11.2.4 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

11.2.5 If Consultant is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

11.2.6 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 entitles County to terminate this Agreement and recover from Consultant all monies paid by County under this Agreement, and may result in debarment from County's competitive procurement activities.

11.3 Notice of termination must 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 oral, and must be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

11.4 If this Agreement, or Work Authorization issued under this Agreement, is terminated for convenience, Consultant will 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.

11.5 If this Agreement, or Work Authorization issued under this Agreement, is terminated, for any reason, any amounts due Consultant will be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12. MISCELLANEOUS

12.1 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 Work Authorization for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days of the receipt of the written notice

of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

12.2 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 will 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. If a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless

otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)577-4579, rtornese@broward.org, 1 N. UNIVERSITY DRIVE, BOX B300, SUITE B3200B, PLANTATION, FLORIDA 33324.

12.3 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 must, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections under this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other laborers.

12.3.1 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.

12.3.2 County has 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 must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

12.3.4 Any incomplete or incorrect entry in such books, records, and accounts will 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 must 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 will be made within thirty (30) days from presentation of County's findings to Consultant.

12.4 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 will have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement

12.5 Subconsultants. Consultant shall utilize the Subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for each Work Authorization. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by Consultant. Where Consultant's failure to use Subconsultant results in Consultant's noncompliance with CBE participation goals, such failure will entitle the affected CBE firm to damages available under local and state law. The list of Subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

12.6 Assignment and Performance. Neither this Agreement nor any interest herein can be assigned, transferred, or encumbered without the written consent of the other party and Consultant must not subcontract any portion of the work required by this Agreement except as authorized in Section 12.5 or agreed to in each Work Authorization in accordance with Article 4. County will have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Consultant without County's written consent.

Consultant represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope

of Services and to provide and perform such services to County's satisfaction for the agreed compensation.

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

12.7 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 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 under this Agreement have been settled or otherwise resolved, and any amount withheld will not be subject to payment of interest by County.

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

12.9 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.

12.10 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.

12.11 Notices. In order for notice to a party to be effective under this Agreement, notice must be in writing, and sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for giving notice will remain the same as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Richard Tornese, P.E., Director
Broward County Highway Construction and Engineering Division
1 N. University Drive, Box B300
Plantation, Florida-33324-2038
Email: rtornese@broward.org

FOR CONSULTANT:

HDR Engineering, Inc.
3250 W. Commercial Blvd., Suite 100
Fort Lauderdale, Florida 33309
Email: Hugo.Gutierrez@hdrinc.com

12.12 Truth-In-Negotiation Certificate. Consultant's compensation under this Agreement is based upon representations supplied to County, 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 as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

12.13 Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," and "hereunder," 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.14 Consultant's Staff. Consultant will provide the key staff identified in its proposal for each Work Authorization 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 must first meet with Consultant and provide reasonable justification for said removal.

12.15 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-

free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

12.16 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the services under this Agreement, neither Consultant nor its agents will act as officers, employees, or agents of County, except as authorized by Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.17 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 is entitled to assert a right or claim against either of them based upon this Agreement.

12.18 Conflicts. Neither Consultant nor its employees will 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 will, 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 must 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 do 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. If Consultant is permitted under this Agreement to utilize Subconsultants to perform any services required by this Agreement, Consultant must require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

12.19 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, 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. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Consultant. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Consultant under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

12.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and 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. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.21 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.

12.22 Severability. If 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.

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

12.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto, or referenced by, or incorporated into this Agreement, and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 will prevail and be given effect.

12.25 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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.**

12.26 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.

12.27 Re-Use of Deliverables. County may, at Contract Administrator's option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein); and Consultant agrees to such re-use in accordance with this provision. If

Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for any services under this Agreement or for other projects on other sites, Consultant will be paid a re-use fee to be negotiated between Consultant and County's Purchasing Director, or designee, subject to approval by the proper awarding authority. Each re-use shall include all basic services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location. The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the Parties in writing.

12.28 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Consultant in connection with performing services under this Agreement shall be owned by County and shall be deemed works for hire by Consultant and its agents; if the services are determined not to be a work for hire, Consultant hereby assigns all rights, title, interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents created by Consultant, whether finished or unfinished, will become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

12.29 Payable Interest

12.29.1 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.

12.29.2 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, one quarter of one percent (.025%) simple interest (uncompounded).

12.30 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither

the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

12.31 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

12.32 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.

12.33 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

12.34 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Consultant affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to County upon request all records documenting Consultant's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

12.35 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulations, laws, and ordinances shall have occurred under County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

12.36 Breach of Representations. In entering into this Agreement, Consultant acknowledges that County is materially relying on the representations and warranties of Consultant. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

12.37 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and is responsible for the negligent or wrongful acts or omissions of its employees under Section 768.28, Florida Statutes.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and HDR 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 _____
Maya A. Moore (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

MAM/hb
Continuing Services Agreement HDR.doc
09/13/18
#18-088.09

AGREEMENT BETWEEN BROWARD COUNTY AND HDR ENGINEERING, INC. FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS IN BROWARD COUNTY, FLORIDA, RFP #PNC2114364P1

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

___ day of _____, 20__.

Print/Type Name

FOR CORPORATION:

Consultant

HDR ENGINEERING, INC.

ATTEST:

Secretary

By _____
President/Vice President

(Typed Name of Secretary)

(Typed Name and Title)

CORPORATE SEAL

___ day of _____, 20__.

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EXHIBIT-A

**SCOPE OF SERVICES
CONTINUING ENGINEERING SERVICES FOR
TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS**

The Broward County Highway Construction and Engineering Division is requesting professional engineering and related services for transportation and general civil engineering projects with construction costs estimated at two million dollars (\$2,000,000) or less. The scope of services shall include all engineering specialties necessary and related to the design, construction and construction management of these projects. All the work shall comply with the County, State and Federal roadway, civil and ancillary facilities building standards as may be applicable.

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Records research and data collection
- Field site visit and review of project requirements and constraints
- Right-of-way engineering
- Project Development and Environmental (PD&E) Studies
- Highway Design Roadways
- Highway Design Drainage
- Stormwater pollution prevention plans
- Highway Design Bridges including Movable Bridge Design
- Miscellaneous structures design
- Bridge Inspection including Movable Bridge Inspection
- Plans Review
- Traffic Data Collection
- Traffic Engineering and Operations Studies
- Traffic signalization design
- Maintenance of Traffic design
- School zone flasher design
- Lighting design
- Traffic communications systems design and/or implementation
- Intelligent transportation systems design
- Public involvement activities
- Permitting
- Surveying and Mapping
- Soil Exploration, Material Testing and Foundations
- Sub-surface Utility Engineering (SUE)
- Utility Coordination
- Environmental engineering
- Construction Engineering Inspections
- Engineering Construction Administration and Management
- Architecture
- Landscape Architect
- Construction cost estimating
- Bid and contract award
- As-built records engineering
- Construction Planning Services
- CPM Scheduling
- Value Engineering

EXHIBIT-A

The general objective is for the CONSULTANT to provide the engineering, design and related services for each Work Authorization negotiated in accordance with the contract requirements. The CONSULTANT shall prepare detailed scope of services of each work authorization prior to negotiation and revise as needed without compensation.

The final scope of services shall be established on a work authorization basis. The tasks described in the work authorizations scope of services shall include pertinent design or reference manuals that are necessary to define the requirements of the work. These items will be mutually agreed upon by both the COUNTY and the CONSULTANT. All plans and design documents are to be prepared with Standard English values in accordance with all applicable COUNTY, FDOT, and Federal Highway Administration (FHWA) manuals and guidelines.

The CONSULTANT shall be aware that as a project work authorization is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s). The COUNTY shall have the final determination and approval for any amendments to any work authorization or to the contract agreement.

The CONSULTANT shall demonstrate good project management practices while working on this contract. These practices include communication with the COUNTY, and others as necessary, management of time and resources, and proper documentation. The CONSULTANT shall set up and maintain throughout the design of any work authorization a contract file in accordance with FDOT procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work negotiated under this contract. The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans and during project implementation or the construction management services provided by the CONSULTANT. The COUNTY will provide job specific information and/or functions as outlined in the contract.

County shall request task/services as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. County, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

2. ENGINEERING DESIGN AND RELATED SERVICES

The overall work will consist of a number of work authorizations for the completion of various engineering designs and preparation of contract documents, field deployments, construction inspection, and related services with regards to the assigned projects. The specific projects will be identified in each year of the contract based on a priority established at the time by the COUNTY. Overall, the projects will include those types of services required for the types of projects listed above. If construction management services are required these work authorizations may be included as a separate and subsequent phase to the design services or they may be separate work authorizations negotiated independently as standalone projects.

The CONSULTANT shall investigate the status of each assigned work authorization project and become familiar with the existing site conditions, contract requirements, deliverables, and commitments regarding schedule in order to enter into negotiations with the COUNTY.

EXHIBIT-A

The CONSULTANT shall use the approved project scope of services design concepts, types of services required as a basis for the work authorization unless otherwise directed by the COUNTY. The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract at the time the work order is issued.

Consultant or sub-consultant shall expect work form the following FDOT Work Group/Activity:-

- 2.1 **Project General and Roadway/Highway Design (Activity 3, 4 and 5)** *(On applicable Work Authorizations)*
- 2.2 **Drainage (Activity 6.0)** *(On applicable Work Authorizations)*
- 2.3 **Utilities Coordination (Activity 7.0)** *(On applicable Work Authorizations)*
- 2.4 **Permits (Activity 8)** *(On applicable Work Authorizations)*
- 2.5 **Structures (Activities 9.0 – 18.0)** *(On applicable Work Authorizations)*
- 2.6 **Signing and Pavement Markings (Activity 19.0 & 20.0)** *(On applicable Work Authorizations)*
- 2.7 **Signals (Activity 21.0 & 22.0)** *(On applicable Work Authorizations)*
- 2.8 **Lighting (Activity 23.0 & 24.0)** *(On applicable Work Authorizations)*
- 2.9 **Landscape Architecture (Activity 25.0 & 26.0)** *(On applicable Work Authorizations)*
- 2.10 **Survey (Activity 27.0)** *(On applicable Work Authorizations)*
- 2.11 **Photogrammetry (Activity 28.0)** *(On applicable Work Authorizations)*
- 2.12 **Mapping (Activity 29.0)** *(On applicable Work Authorizations)*
- 2.13 **Terrestrial Mobile LiDAR (Activity 30.0)** *(On applicable Work Authorizations)*
- 2.14 **Architecture (Activity 31.0)** *(On applicable Work Authorizations)*
- 2.15 **Noise Barriers (Activity 32.0)** *(On applicable Work Authorizations)*
- 2.16 **Intelligent Transportation Systems/Signalization Engineering Improvements (Activities 33.0 and 34.0)** *(On applicable Work Authorizations)*
- 2.17 **Geotechnical (Activity 35.0)** *(On applicable Work Authorizations)*

3. PROJECT CONSTRUCTION MANAGEMENT SERVICES

The CONSULTANT shall be responsible for preparing a detailed scope of services for each work authorization issued throughout the duration of the contract at the time the work order is issued. The scope of work for the construction engineering and inspection (CEI) shall include the types of services required for the task order being negotiated, and may include the following:

EXHIBIT-A

- Management of CEI contract assignments
- Issue Identification and resolution
- Project communications, coordination and documentation
- On-site inspection
- Contract administration
- Permit monitoring
- Public concerns coordination
- Construction cost and schedule control
- Materials sampling and testing
- Engineering services
- Geotechnical engineering services
- Review of construction documents
- Certification of interim and final estimates
- Review of contractor invoices
- Post construction claims review
- Shop drawings review and processing
- Request for Information (RFI) review and processing
- Change Order review and processing
- Value Engineering

4. PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed for each approved and negotiated work authorization, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT scheduled activities required to meet the current COUNTY production date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for COUNTY review time for each phase and other submittals as appropriate.

All fees and price proposals are to be based on the negotiated schedule for final plans production, network implementation, and/or construction schedules for CEI services. Periodically, throughout the life of any assigned project, the schedule and payout curves shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the work concept and progress to date. The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report. The schedule shall be submitted in Microsoft Projects, Suretrak, Primavera, or system compatible format.

5. SERVICES TO BE PERFORMED BY THE COUNTY

- When appropriate the COUNTY will provide project data currently on file.
- Provide letters of authorization designating the CONSULTANT as an agent of the COUNTY
- Provide phase reviews of plans and engineering documents.
- Furnish COUNTY agreements with Utility Agency Owner (UAO), as available.
- Provide all information that may come to the COUNTY pertaining to future improvements.
- Attend scheduled meetings with the consultant to discuss project requirements, issues, schedules, documents, etc.

EXHIBIT-A

6. PROJECT COMMON/ GENERAL TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with all required plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. All modifications to sections must be justified to the COUNTY to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the COUNTY for review at the time of plans review submission to the COUNTY. The Technical Special Provisions will be reviewed for suitability in accordance with the COUNTY standards and FDOT Handbook for Preparation of Specification Package.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as management meetings, design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

The CONSULTANT shall also meet with the COUNTY to review the Project scope as well as to discuss any possible right-of-way and/or environmental concerns and overall Project feasibility. In addition, the CONSULTANT shall coordinate with applicable environmental agencies.

Quality Assurance/Quality Control: It is the intention of the COUNTY that design CONSULTANTS are held responsible for their work and their subconsultants, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants.

The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Plans Preparation Manual, that state and federal design criteria are followed with the COUNTY concept, and that the CONSULTANT submittals are complete. The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and sub-consultants under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract.

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The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project.

The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Supervision: Includes all efforts required to supervise all technical design activities, field implementations, and construction management services provided.

Coordination: Includes all efforts to coordinate with all disciplines of a project to produce a final set of construction documents, to finalize signal or network implementation, or to provide construction engineering and inspection.

Contract Maintenance: Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

7. PROJECT REQUIREMENTS

Liaison Office: The COUNTY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project(s). While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of any work authorization issued under this agreement remain with the COUNTY Contract Administrator and Project Manager.

Key Personnel: The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY.

Progress Reporting: The CONSULTANT shall meet with the COUNTY as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the COUNTY concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

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Correspondence: Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

Professional Endorsement: The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY standards.

Computer Automation: Projects will be developed utilizing Computer-Aided Drafting and Design (CADD) systems, as appropriate. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual and any COUNTY requirements. The CONSULTANT will submit final documents and files as described therein and as required by the COUNTY's Project Manager.

Coordination with Other Consultants: The CONSULTANT is to coordinate its work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

8. INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation identified for each work authorization at the time of negotiations. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP PNC2114364P1
 Project Title: Continuing Engineering Services for Transportation and General Civil Engineering Projects
 Consultant/ Subconsultant Name: HDR Engineering, Inc. – Home Office

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer	\$84.00		2.73		\$229.32
Principal Engineer	\$70.00		2.73		\$191.10
Senior Engineer	\$66.96		2.73		\$182.80
Senior Project Engineer	\$61.60		2.73		\$168.17
Project Manager	\$72.00		2.73		\$196.56
Project Engineer	\$47.77		2.73		\$130.41
Engineer	\$42.67		2.73		\$116.49
Engineering Intern	\$33.61		2.73		\$91.76
Senior Designer	\$40.00		2.73		\$109.20
Designer	\$30.00		2.73		\$81.90
Senior Environmental Scientist	\$69.72		2.73		\$190.34
Environmental Scientist	\$33.03		2.73		\$90.17
Senior Planner	\$53.00		2.73		\$144.70
Planner	\$33.00		2.73		\$90.09
Graphics/GIS	\$35.00		2.73		\$95.55
Scheduler	\$40.00		2.73		\$109.20
ROW Project Manager	\$60.00		2.73		\$163.80
Administrative Assistant	\$23.50		2.73		\$64.15

Multiplier of 2.73 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (148.35)%

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP PNC2114364P1
 Project Title: Continuing Engineering Services for Transportation and General Civil Engineering Projects
 Consultant/ Subconsultant Name: HDR Engineering, Inc. – Field Office

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
CEI Sr. Project Engineer	\$72.12		2.34		\$168.76
CEI Project Administrator / CEI Project Engineer	\$50.00		2.34		\$117.00
CEI Sr. Inspector / Sr. Engineer Intern	\$33.51		2.34		\$78.41
CEI Inspector / Engineer Intern	\$25.24		2.34		\$59.06
CEI Contract Support Specialist	\$36.00		2.34		\$84.24

Multiplier of 2.34 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (112.74)%

FRINGE = HOURLY RATE X FRINGE (0.00) %

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

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

Notes:

Direct Expense Cost will be 15.40% (as per 2017 FAR Audit).

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC21143641P1
 Project Title: Continuing Engineering Services for Transportation and General Civil
 Consultant/ HDR Engineering, Inc./
 Subconsultant Name: R. J. Behar & Company, Inc. – Home Office

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.97%		
Chief Engineer	\$70.61		2.97		\$209.71
Project Manager	\$61.53		2.97		\$182.74
Senior Engineer	\$52.89		2.97		\$157.08
Engineer	\$42.67		2.97		\$126.73
Engineering Intern	\$28.85		2.97		\$85.68
Designer	\$32.32		2.97		\$95.99
Clerical	\$18.71		2.97		\$55.57

Multiplier of 2.97 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (130.11)%

FRINGE = HOURLY RATE X FRINGE (39.88) %

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC21143641P1
 Project Title: Continuing Engineering Services for Transportation and General Civil
 Consultant/ HDR Engineering, Inc./
 Subconsultant Name: R. J. Behar & Company, Inc. – Field Office

CONSTRUCTION ENGINEERING & INSPECTION RATES SCHEDULE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.61%		
CEI Senior Project Engineer	\$67.38		2.61		\$175.86
CEI Project Administrator/CEI Project Engineer	\$50.00		2.61		\$130.50
CEI Contract Support Specialist	\$35.00		2.61		\$91.35
CEI Senior Inspector	\$31.21		2.61		\$81.46
CEI Inspector	\$23.65		2.61		\$61.73

Multiplier of 2.61 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (97.50)%

FRINGE = HOURLY RATE X FRINGE (39.88) %

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

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

Notes:

Direct Expense Cost will be 3.71% (as per 2017 FAR Audit).

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2114364P1
 Project Title: Broward County - Continuing Engineering Services for Transportation and General Civil
 Consultant/ HDR Engineering, Inc./
 Subconsultant Name: CRAVEN THOMPSON & ASSOCIATES

TITLE	MAXIMUM HOURLY RATE (\$/HR)	x	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Land Surveyor	\$59.00		2.76		\$162.84
Professional Land Surveyor	\$51.75		2.76		\$142.83
Project Surveyor	\$42.00		2.76		\$115.92
Party Chief - Survey Crew	\$30.75		2.76		\$84.87
Field Crew Member - Survey Crew	\$20.00		2.76		\$55.20
Senior Landscape Architect	\$51.50		2.76		\$142.14
Landscape Architect	\$40.00		2.76		\$110.40
Planner	\$33.75		2.76		\$93.15
Senior CADD Technician	\$33.00		2.76		\$91.08
Clerical	\$25.50		2.76		\$70.38

Multiplier of 2.76 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (105.29) %

FRINGE = HOURLY RATE X FRINGE (45.52) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2114364P1
 Project Title: Continuing Engineering Services for Transportation and
 General Civil Engineering Projects
 Prime Consultant: HDR, Inc.
 Sub Consultant Name: Keith and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.95		
Project Manager	\$50.00		2.95		\$147.50
Assistant Project Manager	\$40.00		2.95		\$118.00
Chief Engineer	\$70.00		2.95		\$206.50
Senior Traffic Engineer	\$60.00		2.95		\$177.00
Project Engineer	\$45.00		2.95		\$132.75
Engineer	\$35.00		2.95		\$103.25
Engineer Intern	\$30.00		2.95		\$88.50
Chief Surveyor	\$60.00		2.95		\$177.00
Senior Surveyor	\$50.00		2.95		\$147.50
Surveyor	\$40.00		2.95		\$118.00
Senior Designer	\$30.00		2.95		\$88.50
Designer	\$22.00		2.95		\$64.90
Senior Planner	\$53.00		2.95		\$156.35
Planner	\$34.25		2.95		\$101.04
Chief Utility Coordinator	\$61.05		2.95		\$180.10
Senior Utility Coordination	\$45.00		2.95		\$132.75
Utility Coordinator	\$30.00		2.95		\$88.50
Subsurface Utility Location Manager	\$55.00		2.95		\$162.25
Subsurface Utility Field Supervisor	\$32.00		2.95		\$94.40
Administrative I	\$25.00		2.95		\$73.75

Multiplier of 2.95 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (130.14)%

FRINGE = HOURLY RATE X FRINGE (37.72)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 2.95

EXHIBIT B-1
UNIT PRICE COMPENSATION - MAXIMUM BILLING RATES

Project No: RFP No. PNC2114364P1
Project Title: Continuing Engineering Services for Transportation and
General Civil Engineering Projects
Prime Consultant: HDR, Inc.
Sub Consultant Name: Keith and Associates, Inc.

UNIT PRICE ITEM	UNIT	UNIT PRICE
Survey Crew - 2 Person	Per Crew (\$/HR)	\$106.00
Survey Crew - 3 Person	Per Crew (\$/HR)	\$152.00
Survey Crew - 4 Person	Per Crew (\$/HR)	\$196.00
Survey Crew - Scanner	Per Crew (\$/HR)	\$300.00
Subsurface Designation	Per Crew (\$/HR)	\$200.00
Vacuum Excavations Pervious	Per Hole / Each	\$300.00
Vacuum Excavations Impervious	Per Hole / Each	\$450.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2114364P1
 Project Title: Broward County - Continuing Engineering Services for Transportation and General Civil
 Consultant/ HDR Engineering, Inc./
 Subconsultant Name: I.F. Rooks & Associates, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
Principal Surveyor Mapper	\$54.00		2.31		\$124.74
SUR Chief Supervisor	\$43.27		2.31		\$99.95
SUR Mobile Survey Analyst 3 / Production Manager	\$41.35		2.31		\$95.52
SUR Mobile Survey Analyst 3A / Data Compiler-Photogrammetrist	\$30.00		2.31		\$69.00
SUR Mobile Survey Analyst 3B / Map-Data Editor & Ortho Analyst	\$23.67		2.31		\$54.68
SUR Survey Technician 2	\$25.00		2.31		\$57.50
SUR Aerial Sensor Operator	\$24.00		2.31		\$55.44

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

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

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2114364P1
 Project Title: Broward County - Continuing Engineering Services for Transportation and General Civil
 Consultant/ Subconsultant Name: HDR Engineering, Inc./ RADISE International, LC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.00	=	MAXIMUM BILLING RATE (\$/HR)
Chief Computer Programmer	\$76.06		3.00		\$228.18
Principal Engineer	\$70.00		3.00		\$210.00
Senior Scientist	\$63.46		3.00		\$190.38
Instrumentation Specialist / CEI Senior Bridge Inspector	\$36.05		3.00		\$108.15
Project Manager	\$57.69		3.00		\$173.07
Sr. Engineer	\$48.08		3.00		\$144.24
Project Engineer	\$42.50		3.00		\$127.50
CADD Technician	\$26.25		3.00		\$78.75
Senior Engineering Technician	\$24.00		3.00		\$72.00
Engineering Technician	\$18.90		3.00		\$56.70
Admin Assistant	\$20.50		3.00		\$61.50

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (157.37) %

FRINGE = HOURLY RATE X FRINGE (40.21) %

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2114364P1
 Project Title: Broward County - Continuing Engineering Services for Transportation and General Civil
 Consultant/ HDR Engineering, Inc./
 Subconsultant Name: The Chappell Group, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	x	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$53.00		3.00		\$159.00
Senior Project Biologist	\$40.00		3.00		\$120.00
Compliance Inspector	\$35.00		3.00		\$105.00
Certified Arborist	\$30.00		3.00		\$90.00
Project Biologist	\$28.00		3.00		\$84.00
CAD Technician	\$20.00		3.00		\$60.00
Secretary	\$17.00		3.00		\$51.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (125.67) %

FRINGE = HOURLY RATE X FRINGE (59.98) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (5.00)%

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: RFP No. PNC2114364P1
 Project Title: Broward County - Continuing Engineering Services for Transportation and General Civil
 Consultant/ HDR Engineering, Inc./
 Subconsultant Name: F&J Engineering Group, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	x	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
CEI Contract Support Specialist	\$36.25		2.41		\$87.36
CEI Bridge Inspector	\$25.23		2.41		\$60.80
CEI Project Administrator / Project Engineer	\$50.00		2.41		\$120.50
CEI Roadway Inspector	\$24.50		2.41		\$59.05
CEI Senior Roadway Inspector	\$34.72		2.41		\$83.68
CEI Resident Compliance Specialist	\$22.00		2.41		\$53.02
CEI Senior Bridge Inspector	\$32.62		2.41		\$78.61

Multiplier of 2.41 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (73.87) %

FRINGE = HOURLY RATE X FRINGE (45.01) %

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

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

Note:

Direct Expense Cost will be 12.37% (as per 2017 FAR Audit).

EXHIBIT

Broward County Board of
County Commissioners

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

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

Solicitation Number: PNC2114364P1

Project Title: Continuing Eng. Services for Transportation & General Civil Engineering Projects

Bidder/Offeror Name:

Address: City: State: Zip:

Authorized Representative: Phone:

CBE Subcontractor/Supplier Name:

Address: City: State: Zip:

Authorized Representative: Phone:

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Environmental	541620	TBD	3%

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

CBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

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

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



Broward County Board of
County Commissioners

PNC2114364P1

Broward County Board of
County Commissioners

Bid PNC2114364P1

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

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

Solicitation Number: PNC2114364P1

Project Title: Continuing Eng. Services for Transportation &
General Civil Engineering Projects

Bidder/Offeror Name: HDR Engineering, Inc.

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

Authorized Representative: Timothy Fish, PE Phone: (954) 531-7848

CBE Subcontractor/Supplier Name: F&J Engineering Group, Inc.

Address: 8761 N Lake Dasha Drive City: Plantation State: Florida Zip: 33324

Authorized Representative: Francis R. Chin Jr. Phone: 786-385-2372

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount †	CBE Percentage of Total Project Value
Construction Engineering Services	541330	TBD	14%

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] President 01/03/2018
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

[Signature] Associate Vice President 1/10/2018
(Signature) (Title) (Date)

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

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

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



Broward County Board of
County Commissioners
Broward County Board of
County Commissioners

PNC2114364P1
Bid PNC2114364P1

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

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

Solicitation Number: PNC2114364P1

Project Title: Continuing Eng. Services for Transportation & General Civil Engineering Projects

Bidder/Offeror Name: HDR Engineering, Inc.

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

Authorized Representative: Timothy Fish, PE Phone: (954) 531-7848

CBE Subcontractor/Supplier Name: RADISE International, LC

Address: 3296 NW 9th Avenue City: Oakland Park State: FL Zip: 33309

Authorized Representative: Gregory Stelmack, PE Phone: (954) 881-3473

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

Work to be performed by CBE Firm			
Description	NAICS [*]	CBE Contract Amount [†]	CBE Percentage of Total Project Value
Geotechnical and materials testing and inspection services	541380	TBD	4%

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] (Signature) Vice President of Operations (Title) 12/27/17 (Date)

Bidder/Offeror Authorized Representative

[Signature] (Signature) Associate Vice President (Title) 1/10/2018 (Date)

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

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

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



END OF EXHIBIT

**EXHIBIT C-1
SCHEDULE OF SUBCONSULTANTS**


Project No: RFP PNC2114364P1
Project Title: Continuing Engineering Services for Transportation and General Civil
Engineering Projects
Prime Consultant: **HDR Inc.**

No.	Firm Name	Discipline
1.	RJ Behar and Company, Inc.	Engineering, Construction Management, and Inspection
2.	Craven Thompson & Associates, Inc.	Landscape Architecture; Survey & Mapping
3.	Keith & Associates, Inc.	Right-of-Way Mapping, Subsurface Utility Engineering, and Utility Coordination
4.	I.F. Rooks & Associates, Inc.	Photogrammetry and Terrestrial Mobile LiDAR
5.	Radise International, LC	Geotechnical Engineering, Materials Testing, and Construction Materials Inspection
6.	The Chappell Group, Inc.	Environmental
7.	F&J Engineering Group, Inc.	Construction Engineering and Inspection

EXHIBIT - D

Insurance Requirements

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

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned * <i>May be waived</i> <input checked="" type="checkbox"/> Hired <i>if no driving will be</i> <input checked="" type="checkbox"/> Non-owned <i>done in performance</i> <input checked="" type="checkbox"/> Scheduled <i>of services.</i> <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~	Chapter 440 FS (each accident) (each accident) Extended reporting period	STATUTORY \$ 1 mil \$ 1 mil 2 years	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. INDICATE BID #, RLI, RFP, AND PROJECT MANAGER ON COI. REFERENCE: RE: Continuing Engineering Services for Transportation and General Engineering Projects			
CERTIFICATE HOLDER: Broward County Highway Construction and Engineering Division 1 N. University Drive, Box B300 Plantation, FL 33324-2038		 Digitally signed by TIMOTHY CROWLEY DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY Date: 2017.08.02 17:30:45 -04'00' Risk Management Division	

EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2018

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).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: Liberty Insurance Corporation 42404	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W6991005 **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 INSD	SUBR 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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	TB2-641-444950-038	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-048	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 DED RETENTION \$	Y	Y	TH7-641-444950-068	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 No	N/A	WA7-64D-444950-018	06/01/2018	06/01/2019	<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

Tim Crowley
 Digitally signed by TIMOTHY CROWLEY
 DN: dn=city, dc=broward, dc=bc, ou=Organization, ou=BCG, ou=RM, ou=Users, cn=TIMOTHY CROWLEY
 Date: 2018.07.27 12:03:06 -0400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.
 Project: Continuing Engineering services for transportation and general civil engineering projects.

CERTIFICATE HOLDER Broward County Attn: Nirmal Datta 1 N. University Drive Box B300 Plantation, FL 33324-2038	CANCELLATION 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

EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

6/1/2019

DATE (MM/DD/YYYY)
7/26/2018

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).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HDR ENGINEERING, INC. 1429583 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES *HDRIN01 **CERTIFICATE NUMBER:** 15516379 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2018	6/1/2019	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CONTINUING ENGINEERING SERVICES FOR TRANSPORTATION AND GENERAL CIVIL ENGINEERING PROJECTS

Tim Keady
7/27/18

CERTIFICATE HOLDER 15516379 Broward County Attention: Nirmal Datta 1 N. University Drive Box B300 Plantation FL 33324-2038	CANCELLATION 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 "E-1"
(Sample – Contract Administrator Approval Level)

Work Authorization No. _____
Under
Agreement between Broward County and _____
for

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and _____ ("Consultant") for Continuing Services for _____ (the "Agreement"), which was approved by the Board of County Commissioners on _____ (Item).

2. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized by Article 4 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Basic Services for Task ___ of Exhibit A payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, based upon the Salary Costs described in Section 6.2 of the Agreement, and Exhibit B of this Work Authorization, up to a maximum amount not-to-exceed of \$_____.

3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Basic Services for Task ___ of Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, and Exhibit B of this Work Authorization, a total lump sum of \$_____.

3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$_____ for potential reimbursable expenses that may be utilized pursuant to Section 6.4 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No. _____

4. Consultant shall perform the services described in Exhibit A within:
 _____ calendar days ("Time for Performance"), or
 the time periods specified in the Project Schedule included in Exhibit A ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, this paragraph is applicable. 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 will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

4.2 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit "A" to this Work Authorization on or before the Time for Performance set forth above, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service:

<u>Services</u>	<u>Amount</u>
	\$ TBD
	\$ TBD
	\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute, and complete, the service in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages, and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

5. CBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below:
_____ %.

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit C of the Agreement).

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the County.

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. ____: BROWARD COUNTY, by and through its Contract Administrator, as authorized pursuant to Section 4.1 of the Agreement, and _____, signing by and through its _____, duly authorized to execute same.

County

WITNESS:

BROWARD COUNTY, by and through
its Contract Administrator

Witness

By _____

Print Name

____ day of _____, 20__.

Witness Signature

Print Name

Consultant

ATTEST:

[Insert Corporate Name]

Corporate Secretary

By _____

President or Vice President

(SEAL)

(Print Name and Title)

____ day of _____, 20__.

EXHIBIT "E-2"
(Sample – Director of Purchasing Approval Level)

Work Authorization No. _____
Under
Agreement between Broward County and _____
for

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and _____ ("Consultant") for Continuing Services for _____ (the "Agreement"), which was approved by the Board of County Commissioners on _____ (Item).

2. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized by Article 4 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Basic Services for Task ___ of Exhibit A payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, based upon the Salary Costs described in Section 6.2 of the Agreement, and Exhibit B of this Work Authorization, up to a maximum amount not-to-exceed of \$_____.

3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Basic Services for Task ___ of Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, and Exhibit B of this Work Authorization, a total lump sum of \$_____.

3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$_____ for potential reimbursable expenses that may be utilized pursuant to Section 6.4 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No. _____

4. Consultant shall perform the services described in Exhibit A within:
 _____ calendar days ("Time for Performance"), or
 the time periods specified in the Project Schedule included in Exhibit A ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, this paragraph is applicable. 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 will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

4.2 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit "A" to this Work Authorization on or before the Time for Performance set forth above, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service:

<u>Services</u>	<u>Amount</u>
	\$ TBD
	\$ TBD
	\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute, and complete, the service in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages, and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

5. CBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below:
_____ %.

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit C of the Agreement).

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the County.

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. _____ : BROWARD COUNTY, by and through its Director of Purchasing, as authorized pursuant to Section 4.1 of the Agreement, and _____, signing by and through its _____, duly authorized to execute same.

County

WITNESS:

BROWARD COUNTY, by and through
its Director of Purchasing

Witness

By _____
Director

Print Name

____ day of _____, 20__.

Witness

Print Name

Contract Administrator

Date

Consultant

ATTEST:

[Insert Corporate Name]

Corporate Secretary

By _____
President or Vice President

(SEAL)

(Print Name and Title)

____ day of _____, 20__.

EXHIBIT "E-3"
(Sample – County Commission Approval Level)

Work Authorization No. _____
Under
Agreement between Broward County and _____
for

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and _____ ("Consultant") for Continuing Services for _____ (the "Agreement"), which was approved by the Board of County Commissioners on _____ (Item).

2. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized by Article 4 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Basic Services for Task ___ of Exhibit A payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, and Exhibit B of this Work Authorization, based upon the Salary Costs described in Section 6.2 of the Agreement up to a maximum amount not-to-exceed of \$_____.

3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Basic Services for Task ___ of Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, and Exhibit B of this Work Authorization a total lump sum of \$_____.

3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$_____ for potential reimbursable expenses that may be utilized pursuant to Section 6.4 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No. _____

4. Consultant shall perform the services described in Exhibit A within:
 _____ calendar days ("Time for Performance"), or
 the time periods specified in the Project Schedule included in Exhibit A ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

4.1 If this box is checked, this paragraph is applicable. 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 will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

4.2 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit "A" to this Work Authorization on or before the Time for Performance set forth above, Consultant shall pay to County the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service:

<u>Services</u>	<u>Amount</u>
	\$ TBD
	\$ TBD
	\$ TBD

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute, and complete, the service in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages, and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

5. CBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below:
_____ %.

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (Exhibit C of the Agreement).

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the County.

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. _____ : BROWARD COUNTY, by and 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 _____, 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 _____, 20__

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)

By _____
Maya A. Moore (Date)
Assistant County Attorney

Print Name and Title above

Michael J. Kerr (Date)
Deputy County Attorney

Consultant

ATTEST:

Corporate Secretary

(SEAL)

[Insert Corporate Name]

By _____
President or Vice President

(Print Name and Title)

____ day of _____, 20____.

INDEX TO EXHIBITS FOR WORK AUTHORIZATION:

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - COMPENSATION

EXHIBIT C - LETTERS OF INTENT