

**SERVICE CONTRACT**  
Version 1  
**BOARD OF COUNTY COMMISSIONERS**  
Broward County, Florida  
www.broward.org

SC 126 WED0629150000000037

The above number must be shown on all Invoices and References

9058/9154/9157/9198/  
Ag R1220410P1

Mail proper invoice and copy of purchase order to:

**Billing Location:**

WATER AND WASTEWATER SERVICES

**Ship To:**

WWS WATER SUPPLY WAREHOUSE

2555 W COPANS ROAD

(954) 831-0745

POMPANO BEACH, FL 33069

**Date:** 07/06/15 2555 W. Copans Road  
Pompano Beach, FL 33069

VC0000044184  
CAROLLO ENGINEERS INC  
401 N. CATTLEMEN ROAD  
SUITE 306  
SARASOTA, FL 34232

**Delivery Due Date:** 10/09/15  
FOB Dest, Freight Prepaid

**Contact:**  
Rolando Nigaglioni

954-831-0882  
rnigaglioni@broward.org

**Vendor** ELIZABETH FUJIKAWA  
**Contact:** 954-837-0030

This Purchase Order is being issued per all the Terms and Conditions contained in Agreement No. R1220410P1 between Broward County and Carollo Engineers, Inc., for Consulting Engineering Services for Potable Water Storage Tanks and Pumping Systems, which was approved by the Board on 06/23/15, Agenda Item No. 52. Project Manager: Rolando Nigaglioni - Phone: 954-831-0882; Purchasing Agent: Jacqueline Chapman - Phone: 954-357-7996.  
(A deliberately Phased Project)

| Line | Quantity | Unit | Commodity Code/Description   | Unit Price | Extended Price |
|------|----------|------|--|------------|----------------|
| 1    |          |      | 92535<br>Environmental Engineering<br>Consulting Engineering Services for Potable Water Storage Tanks and Pumping Systems as per Agreement No. R1220410P1.<br><br>This is a deliberately phased project.<br><br>Phase I - Design Assessments (Technical Memorandum) for the following locations:<br><br>Phase 1A, District 3A û Remote Ground Storage and Chemical Facility;<br>Phase 1B, District 3A û New High Service Pump Station, Electrical/Generator Room and Chemical Facilities;<br>Phase 1C, District 2A û New Ground Storage Tank and Storage Tank Repair;<br>Phase 1D, District 1B1 û Design Assessment for New Ground Storage Facility, High Service Pump Station, and Chemical Facility. |            | 244,752.00     |

Florida Sales Tax Exemption Number - 85-8013924140C-7  
Federal Tax Exemption Number - 59-6000531

IMPORTANT: NO C.O.D.'S OR COLLECT SHIPMENTS WILL BE ACCEPTED.

JACQUELINE  
CHAPMAN

Digitally signed by JACQUELINE CHAPMAN  
DN: dc=city, dc=broward, dc=bc,  
ou=Organization, ou=BC, ou=PI,  
ou=Users, cn=JACQUELINE CHAPMAN  
Date: 2015.07.07 15:29:01 -0400

APPROVED

AUTHORIZED SIGNATURE

7/7/15

DATE



**SERVICE CONTRACT**  
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| Line                        | Quantity | Unit | Commodity Code/Description  | Unit Price        | Extended Price |
|-----------------------------|----------|------|---|-------------------|----------------|
|                             |          |      | In the not-to-exceed amount of \$244,752, which includes potential reimbursable project expenses of \$4,600 with a time for performance of 77 days from the Notice to Proceed.<br>-----<br>-----<br>RQS 126 WED0131140000000036 |                   |                |
| <b>Procurement Folder #</b> |          |      | 1220410   | <b>Contract #</b> |                |
|                             |          |      |   | <b>Total Cost</b> | 244,752.00     |

For inquiry regarding payment please call the Broward County Accounting Division 954-357-7193. To help expedite payment please include a copy of this purchase order with your invoice.

**PROPER INVOICE**

The Florida Prompt Payment Act provides that the County may set forth the requirements for an invoice to be a proper invoice. The requirements of a proper invoice shall be as set forth in the agreement or contract governing the purchase; however, in addition, no invoice submitted by a vendor shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the County in accordance with the purchase order, and sets forth the following and additional information: a) The invoice shall set forth the County purchase order number, and the invoice shall correlate to the County purchase order number under which the purchase was made; and b) The invoice shall set forth the name of the business organization that is recited in the County purchase order; and c) The invoice shall set forth the date of its preparation; and d) The invoice shall set forth an identifying number to facilitate identification of the invoice; and e) The invoice shall set forth the vendor's federal identification number; and f) The invoice shall set forth a description of the goods or services or property provided to the County; and g) The invoice shall set forth the County's part or item number for each item or part delivered; and h) The invoice shall set forth the delivery terms set forth within the County purchase order; and i) The invoice shall set forth the location and date of delivery of the goods or services or property to the County; and j) The invoice shall set forth the quantity of the goods or services or property provided to the County; and k) The invoice shall set forth the unit price of the goods or services or property provided to the County; and l) The invoice shall set forth the extended total price of the goods or services or property provided to the County; and m) The invoice shall set forth applicable discounts.

Florida Sales Tax Exemption Number - 85-8013924140C-7  
Federal Tax Exemption Number - 59-6000531

IMPORTANT: NO C.O.D.'S OR COLLECT SHIPMENTS WILL BE ACCEPTED.

JACQUELINE  
CHAPMAN

Digitally signed by JACQUELINE CHAPMAN  
DN: dc=cty, dc=broward, rc=bc,  
ou=Organization, ou=BCC, ou=PI, ou=Users,  
cn=JACQUELINE CHAPMAN  
Date: 2015.07.07 15:20:30 -0400

7/7/15

APPROVED

AUTHORIZED SIGNATURE

DATE



**AGREEMENT BETWEEN BROWARD COUNTY AND CAROLLO ENGINEERS, INC.  
FOR CONSULTANT ENGINEERING SERVICES FOR POTABLE WATER STORAGE TANKS  
AND PUMPING SYSTEMS (RFP # R1220410P1)**

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

WHEREAS, County issued RFP No. R1220410R1 for professional engineering services for Potable Water Storage Tanks and Pumping Systems; and

WHEREAS, Consultant represents that it is experienced in providing a full range of consulting, design and professional services during construction during the pre-design, design and construction phases, to include design, permitting, engineering services during construction and support services related to the renovation, rehabilitation or construction of potable water tanks and pumping systems; and

WHEREAS, County wishes to engage Consultant to provide professional engineering services for the renovation, rehabilitation or construction of Potable Water Tanks and Pumping Systems Project; and

WHEREAS, negotiations pertaining to this Project were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS**

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

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

1.2 **Consultant**: The architect or engineer selected to perform the services pursuant to this Agreement.

1.3 **Contract Administrator**: The Director of Water and Wastewater Engineering Division, or Assistant Director of Water and Wastewater Engineering Division, who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract

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

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

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

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

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

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

1.9 **Project**: A grouping of substantially similar construction, rehabilitation, or renovation of portable water storage tanks and pumping systems separated into three Service Area Districts that are identified as follows: District 1 – Project 1A-2 and 1B-1, Remote Ground Storage Facility; District 2 – Project 2A WTP, Ground Storage Tank; and District 3 – Project 3A, Remote Ground Storage Facility.

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

## ARTICLE 2. PREAMBLE

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

2.1 County has budgeted funds for the Project. This Project is funded with County funds.

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

2.3 Negotiations pertaining to the services to be performed by Consultant were undertaken with Consultant, and this Agreement incorporates the results of such negotiations.

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

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

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

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

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

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

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

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

4.3 In the event Consultant is unable to complete the above services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County or if Contractor is granted an extension of time beyond said substantial completion date, and Consultant's services are extended beyond the substantial completion date, through no fault of Consultant, Consultant shall be compensated in accordance with Article 5 for all services rendered by Consultant beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

4.6 [Intentionally Left Blank]

4.7 In the event services are scheduled to end due to the expiration of this Agreement, the Consultant agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Consultant shall be compensated for the service at the rate in effect when the extension is invoked by the County upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify Consultant of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

### 5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of **\$240,152.00**. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 [Intentionally Left Blank.]

5.1.3 [Intentionally Left Blank.]

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of **\$4,600.00** for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

5.1.5 Salary Rate. The maximum hourly rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2. County shall not pay Consultant any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 5.3 and Article 6.

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

5.1.6 [Intentionally Left Blank.]

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

5.2 SALARY COSTS. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after Consultant's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available; provided, however, Consultant certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

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

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

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

5.2.4 The total hours payable by the County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall Consultant be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit B,



adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.

5.2.5 Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, hourly rates have been negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator which do not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth on Exhibit B, attached hereto.

5.2.6 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and the Consultant.

5.3 REIMBURSABLES. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable subconsultant expenses are limited as described herein when the subconsultant agreement provides for reimbursable expenses.

#### 5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE

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

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

## 5.5 METHOD OF PAYMENT

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

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

5.5.3 Payment will be made to Consultant at:  
Carollo Engineers  
P.O. Box 4932  
Houston, TX 77210-4932

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

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

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this Agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion date for Consultant's performance of those additional services.

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

6.4 As provided in Section 9.2, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

#### **ARTICLE 7. COUNTY'S RESPONSIBILITIES**

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

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

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

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

#### **ARTICLE 8. INSURANCE**

8.1 Consultant shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Consultant shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

8.3 Within fifteen (15) days of notification of award, Consultant shall provide to County proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. County reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the County determines all performance required of Consultant is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit D. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.

8.4 County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

8.5 If Consultant uses a subconsultant or subcontractor, Consultant shall ensure that each subconsultant or subcontractor names "Broward County" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

**ARTICLE 9. EEO AND CBE COMPLIANCE**

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

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

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

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

County may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

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

|                        |       |
|------------------------|-------|
| CBE participation goal | 20.8% |
|------------------------|-------|

Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not

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

9.4 In performing the services for this Project, the Parties hereby incorporate the list of Consultant's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit C). Promptly upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article 9. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

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

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

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

## ARTICLE 10. MISCELLANEOUS

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

### 10.2 Termination.

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

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

10.2.2.1 Upon the disqualification of Consultant as a CBE by County's Director of the Office of Economic and Small Business Development if Consultant's status

as a CBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by Consultant;

10.2.2.2 Upon the disqualification of Consultant by County's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the CBE contractual obligations;

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

10.2.2.4 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

10.2.2.5 If Consultant is determined by County's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

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

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



10.3 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Consultant and its subconsultants and subcontractors shall:

10.3.1 Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;

10.3.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.3.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

10.3.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Section 10.2.

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

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

rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or subconsultants.

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

Consultant shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section.

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

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

10.6 Subconsultants. Consultant shall utilize the subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by Consultant. Where Consultant's failure to use subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision

shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's subconsultants.

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

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

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

10.8 Indemnification of County. Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

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

10.10 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

10.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

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

FOR CONSULTANT:

Elizabeth Fujikawa, P.E., BCEE, Vice President  
Carollo Engineers, Inc.  
3440 Hollywood Boulevard, Suite 465  
Hollywood, FL 33021

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

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

10.15 Consultant's Staff. Consultant will provide the key staff identified in their proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

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

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

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

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

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

10.21 Materiality And Waiver Of Breach. County and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

10.26 Law, Jurisdiction, Venue, Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT**

**AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.27 Incorporation By Reference. The attached Exhibits A, B, C, C-1, and D are incorporated into and made a part of this Agreement.

10.28 Re-Use Of Project. County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and Consultant agrees to such re-use in accordance with this provision.

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

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

10.29 Payable Interest

10.29.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, County shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.29.2. Rate of Interest. In any instance where the prohibition or limitations of the preceding subsection are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

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

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

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

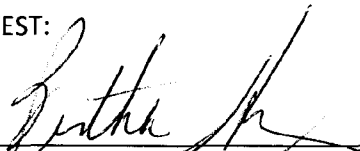
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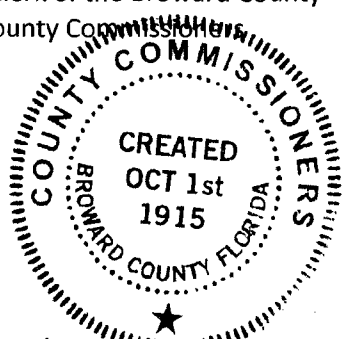


IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23<sup>rd</sup> day of June, 2015, and CAROLLO ENGINEERS, INC., signing by and through its Vice President, duly authorized to execute same.

County

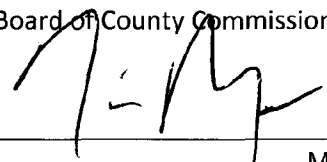
ATTEST:

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



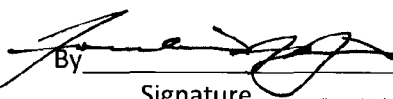
Insurance requirements  
approved by Broward County  
Risk Management Division

BROWARD COUNTY, by and through  
its Board of County Commissioners

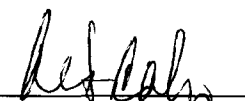
By   
Mayor

23<sup>rd</sup> day of June, 2015

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

By  5/21/15  
Signature (Date)  
Risk Management Division

Jessica A. Burns  
Print Name and Title above  
Risk Management and  
Compliance Manager

By  5/21/15  
Al A. DiCalvo (Date)  
Assistant County Attorney

 5/21/15  
Michael J. Kerr  
Deputy County Attorney

AAD/hb  
5/20/15  
CarolloEngineering-EnginSvcStorageTanks&PumpSys(RFP-R1220410P1)\_v2Final-052015.a01  
File#14-077.17

AGREEMENT BETWEEN BROWARD COUNTY AND CAROLLO ENGINEERS, INC. FOR CONSULTANT  
ENGINEERING SERVICES FOR POTABLE WATER STORAGE TANKS AND PUMPING SYSTEMS IN  
BROWARD COUNTY, FLORIDA, RFP # R1220410P1

Consultant

ATTEST:

CAROLLO ENGINEERS, INC.




Secretary

MICHAEL BARNES

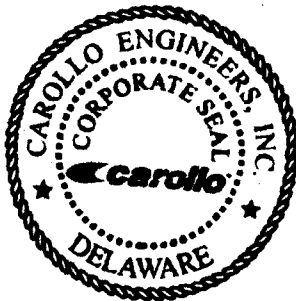
(Please Type Name of Secretary)

By Elizabeth Fujikawa  
Elizabeth Fujikawa, Vice President

  
Lyle Munce, Vice President

CORPORATE SEAL

20 day of May, 2015.



## EXHIBIT A SCOPE OF WORK

### Request for Proposal No. R1220410P1

### Engineering Services for Potable Water Storage Tanks and Pumping Systems

Broward County WWS RFP No. R1220410P1

April 30, 2015

#### Program and Scope Overview

Broward County (County) has a number of storage tanks, pumping stations and chemical feed systems that will be implemented in the next five years. The overall program is anticipated to be phased as follows:

##### Phase I Design Assessment (Technical Memorandum):

- Phase IA – District 3A Design Assessment for Remote Ground Storage Facility and Chemical Facility.
- Phase IB – District 3A Design Assessment for New High Service Pump Station, Electrical/Generator Room and Chemical Facilities.
- Phase IC – District 2A Design Assessment for New Ground Storage Tank and Storage Tank Repair.
- Phase ID – District 1B1 Design Assessment for New Ground Storage Facility, High Service Pump Station, and Chemical Facility.
- Phase IE – District 1A2 Design Assessment for New Ground Storage Facility, High Service Pump Station, Chemical Facility, and Water Main Extension (**Future Task**).

##### Phase II Design, Permitting, and Bidding Assistance:

Phases IIA and IIB will be combined into one contract set and bid as one project.

- Phase IIA/Phase IIB – District 3A Design Services for the Remote Ground Storage Facility, New High Service Pump Station, Electrical/Generator Room and Chemical Facilities (**Future Task**).
- Phase IIC – District 2A Design Services for New Ground Storage Tank and Storage Tank Repair (**Future Task**).
- Phase IID – District 1B1 Design Services for New Ground Storage Facility, High Service Pump Station, and Chemical Facility (**Future Task**).
- Phase IIE – District 1A2 Design Services for New Ground Storage Facility, High Service Pump Station, Chemical Facility, and water main Extension (**Future Task**).

**Phase III Engineering Services During Construction (ESDC):**

- Phase IIIA/IIIB – District 3A ESDC for the Remote Ground Storage Facility, New High Service Pup Station, Electrical/Generator Room and Chemical Facilities (**Future Task**).
- Phase IIIC – District 2A ESDC for New Ground Storage Tank and Storage Tank Repair (**Future Task**).
- Phase IIID – District 1B1 ESDC for New Ground Storage Facility, High Service Pump Station, and Chemical Facility (**Future Task**).
- Phase IIIE – District 1A2 ESDC for New Ground Storage Facility, High Service Pump Station, Chemical Facility, and water main Extension (**Future Task**).

The tasks listed as future will be scoped and authorized at a later date.

The following sections overview the Phase I work to be performed.

**I. BASIC SERVICES**

**PHASE I DESIGN ASSESSMENTS (TECHNICAL MEMORANDUM)**

**Task 1 – Phase IA – District 3A Design Assessment for Remote Ground Storage Facility and Chemical Facility**

Carollo Engineers, Inc. (Carollo) will prepare a technical memorandum to document the work for the 2.5 MG Ground Storage Tank and Chemical Facilities project. This project is currently at an approximate 80 to 90 percent level of design completion as completed by the County's consultant, Hazen and Sawyer, who has been the design engineer for the work done to date.

Carollo will be completing the design and serving as the Engineer of Record for the following Tasks:

**Task 1.1 Conduct/Assist with Investigations**

Carollo will prepare for and participate in a Project Kickoff meeting to establish appropriate contacts, schedule, review a project data request, project objectives, and specific equipment preferences of the County.

Investigations will include the following:

1. Serve as the County's representative for the review of the 4 log compliance study plans and results for work performed by another County consultant, CDM Smith.

### **Task 1.2 Review existing design drawings, specifications, supporting calculations, and applicable code compliance**

The existing design drawings, specifications and supporting calculations and memorandums will be reviewed to allow documentation of the work in the technical memorandum as well as to identify any design concerns prior to the County's issuance of the documents for bid:

- 4 log Treatment System.
- Sodium hypochlorite
- Electrical and Instrumentation design.
- HVAC design.
- Plumbing design.
- Structural design.
- Architecture design.
- Paving and Drainage design.
- Sanitary Sewer Lift Station design.
- Landscape architecture approach (seeding and trees, if necessary) and irrigation system design.

### **Task 1.3 Develop Technical Memorandum**

The Technical Memorandum will include a summary of:

- Operation and design criteria and material requirements and/or properties.
- County operational requirements.
- A brief overview of basis of design, layout, design considerations and operational considerations; and a summary of special considerations applicable to the design activity.
- Specifications (assume that existing specifications will be modified as a basis for the already designed work with the exception of new specifications)
- Drawings (assume that selected drawings from the existing set of plans will be used except for the ammonia feed system):
  - Tank Site Plan and Tank Elevation
  - Sodium Hypochlorite System Layout
- A review of permit and regulatory requirements, and a summary of design considerations specific to regulatory and permitting requirements.

#### **Task 1 Deliverables:**

- Draft Technical Memorandum (five copies)
- Final Technical Memorandum (five copies)

### **Engineering Assumptions:**

The work will build upon the preliminary concepts that have been depicted in drawings developed by the County. Based on that work, the following assumptions have been made:

- All structures are to be designed as Florida Building Code Essential Facilities and for High Velocity Hurricane Zone compliance.

## **Task 2 – Phase IB – District 3A Design Assessment for New High Service Pump Station**

Carollo shall develop a Technical Memorandum for the Renovation of the High Service Pump Station, Electrical/Generator Room and Chemical Facilities and Conversion from a Gaseous to Liquid Ammonia Feed System. Carollo shall conduct the following tasks:

### **Task 2.1 Conduct Investigations**

The following work will be needed prior to establishing the basis of design for the pump station:

- CDM Smith is currently developing a Distribution System Master Plan for the County, and is anticipated to have preliminary results in June 2015 and a draft plan in February 2016. Carollo shall coordinate with the WWS Planning Department and CDM Smith to determine the number and sizing (head versus flow) of the pumps for the pump station.
- Carollo will evaluate pump types (split case versus vertical turbine). Note: Carollo has assumed that the County will determine number of pumps and supply a system head curve (flow versus pressure) and that modeling will not be required.
- Carollo will evaluate advantages and disadvantages of use of aqua versus gaseous ammonia. A technical memorandum will be prepared, including an overview of each system and a planning level operational and capital cost assessment. A layout for the liquid ammonia storage and feed system will be prepared. The County's review comments will be incorporated before finalization of the memorandum.
- Carollo will evaluate Standby (Tier 2) Generator design
- Carollo will evaluate staging requirements to keep pump station in service during renovation work.
- Carollo will evaluate alternative generator types (diesel versus natural gas).
- Carollo will develop a landscape architecture approach (seeding and trees, if necessary) and irrigation system design.
- Carollo will determine permit and regulatory requirements and a summary of design considerations specific to regulatory and permitting requirements.

### **Task 2.2 Prepare Technical Memorandum**

The Technical Memorandum will define the nature of the facility operating criteria and establish the basic data and design criteria that will govern the final design. The Memorandum will, at a minimum, include:

- Operation and design criteria and material requirements and/or properties.

- A basis of design, layout, design considerations and operational considerations; and a summary of special considerations applicable to the design activities.
- All structures are to be designed as Florida Building Code Essential Facilities and for High Velocity Hurricane Zone compliance.
- Prepare Preliminary Drawings (11" x 17"):
  - Pump Station Layout—indicating pump arrangement, building layout, HVAC and electrical equipment locations.
  - Electrical single line diagram.
  - I&C system architecture.
  - New electrical room layout.
  - Liquid ammonia feed system layout.
- County planning and zoning requirements.
- Coordination with and integration of operational preference considerations; other project elements; and City of Dania Beach planning and zoning requirements.
- A review of permit and regulatory requirements, and a summary of design considerations specific to regulatory and permitting requirements.
- Prepare opinion of probable costs.

#### **Engineering Assumptions:**

The work will build upon the preliminary concepts that have been depicted in drawings developed by the County. Based on a brief review of that work, the following assumptions have been made:

- The County will supply a system head curve (flow versus pressure) and that modeling will not be required.
- For the 3A pump station an indoor, skid mounted, standby (Tier 2) engine generator will be designed.
- The pump station will be slab on grade pending the Geotechnical Engineers recommendations, block construction with a roof consisting of precast tees or hollow core panels.
- All structures will be designed as Florida Building Code Essential Facilities and for High Velocity Hurricane Zone compliance.
- The pump station will not include a restroom.

#### **Deliverables:**

- Draft Technical Memorandum (five copies)
- Final Technical Memorandum (five copies)
- Engineer's Opinion of Probable Construction Cost

### **Task 3 – Phase IC – District 2A Design Assessment for New Ground Storage Tank**

Carollo shall develop a technical memorandum for a new 5 MG ground storage tank. The work will include the following tasks:

#### **Task 3.1 Conduct Investigations**

The following work will be needed prior to establishing the basis of design for the facilities:

- Carollo will evaluate the effect of this project on the North High Service Pump Station, to include: impact of the proposed tank and the impact of losing pumping capacity and plant's ability to meet maximum flow demands
- Survey
- Subsurface Utility Engineering (SUE) Level "A" Survey.

Assumptions:

The interior of the existing tank will not be able to be evaluated for this memorandum.

#### **Task 3.2 Prepare Technical Memorandum**

This Technical Memorandum will define the nature of the facility operating criteria and establish the basic data and design criteria that will govern the final design. The Technical Memorandum will, at a minimum, include:

- Operation and design criteria and material requirements and properties.
- A brief overview of basis of design, layout, design considerations and operational considerations; and a summary of special considerations applicable to the design activity.
- Prepare Preliminary Drawings (11" x 17") that illustrate:
  - Preliminary Site Plan depicting tank location, tank related yard piping and access road layout.
- Coordination with other project elements and City of Pompano Beach planning and zoning requirements.
- A review of permit and regulatory requirements, and a summary of design considerations specific to regulatory and permitting requirements.
- Prepare opinion of probable cost.

Note: The repairs for the interior of the tank will not be covered by this memorandum.

#### **Engineering Assumptions:**

The following assumptions have been made:



- Carollo has assumed that modeling work will not be conducted for this evaluation. This effort will consist of interviewing the County's operations staff to determine whether the historical maximum hourly flow can be met.

#### **Task 3 Deliverables:**

- Draft Technical Memorandum (five copies)
- Final Technical Memorandum (five copies)
- Engineer's Opinion of Probable Construction Cost

### **Task 4 – Phase ID – District 1B1 Design Assessment for New Ground Storage Facility, High Service Pump Station, and Chemical Facility**

Carollo shall develop a technical memorandum for a new 1.5 MG ground storage tank, high service pump station and chemical facility. The following tasks will be included;

#### **Task 4.1 Conduct Investigations**

The following work will be needed to establish the basis of design for the pump station:

- Carollo will evaluate pump types (split case versus vertical turbine)
- Carollo will evaluate standby (Tier 2) generator fuel type and availability.
- CDM Smith is currently developing a Distribution System Master Plan for the County, and is anticipated to have preliminary results in June 2015 and a draft plan in February 2016. Carollo shall coordinate with the County and CDM Smith for the following:
  - Carollo will determine the number and sizing (head versus flow) of the pumps for the pump station.
  - Carollo will determine the size and routing of a proposed water main to support the 1B1 tank filling.
- Carollo will review the existing survey provided by the County.
- Carollo will evaluate underground investigations/Potholing for Utility Locations. Carollo understands that the site used to contain a water treatment and wastewater treatment plant, a master pump station and lagoons that were partially demolished. Subsurface investigations (potholing) will be deferred until the design phase.

#### **Task 4.2 Prepare Technical Memorandum**

The Technical Memorandum will define the nature of the facility operating criteria and establish the basic data and design criteria that will govern the final design. The Memorandum will, at a minimum, include:

- Operation and design criteria and material requirements and/or properties.
- A summary of the County staff's operational requirements.
- A basis of design, layout, design considerations and operational considerations; and a summary of special considerations applicable to the design activity.

- Prepare Preliminary Drawings (11" x 17"):
  - Preliminary Site Plan depicting pump station and tank location, tank related yard piping and access road layout.
  - Pump Station layout depicting pumps, chemical systems, electrical equipment and engine generator.
  - Process flow diagram depicting inlet and outlet piping, valving, and instrumentation.
  - Site paving and drainage requirements.
- Coordinate and integrate operational preference considerations; other project elements; and City of Fort Lauderdale planning and zoning requirements.
- A review of permit and regulatory requirements, and a summary of design considerations specific to regulatory and permitting requirements.
- Prepare an opinion of probable cost.

**Task 4 Deliverables:**

- Draft Technical Memorandum (five copies)
- Final Technical Memorandum (five copies)
- Engineer's Opinion of Probable Construction Cost

**Engineering Assumptions:**

The work will build upon the preliminary concepts that have been depicted in drawings developed by the County. Based on that work, the following assumptions have been made:

- The pump station will be slab on grade pending the Geotechnical Engineer's recommendations, block construction with a roof consisting of precast tees or hollow core panels.
- All structures will be designed as Florida Building Code Essential Facilities and for High Velocity Hurricane Zone compliance.
- The pump station will not include a restroom.
- Although the site is established (primary access roads and security fencing), the 1B-1 site will require new paving and drainage design.

**Testing Costs:** Testing cost shall be limited to the reimbursable limit in section 5.1.4 of the Agreement, with the testing service, unit price, and unit as detailed in Attachment 1.

## PROJECT SCHEDULE

| <b>Basic Services</b>  | <b>Draft Tech Memo</b> | <b>County Review</b> | <b>Tech Memo Finish</b>                   |
|--|------------------------|----------------------|---|
| Task 1 Phase IA: District 3A Design Assessment for Remote Ground Storage Facility and Chemical Facility                              | 8 weeks from NTP       | 1 week               | 2 weeks from receipt of County's comments |
| Task 2 Phase IB: District 3A Design Assessment for New High Service Pump Station, Electrical/Generator Room and Chemical Facilities. | 8 weeks from NTP       | 1 week               | 2 weeks from receipt of County's comments |
| Task 3 Phase IC – District 2A Design Assessment for New Ground Storage Tank and Storage Tank Repair                                  | 6 weeks from NTP       | 1 week               | 2 weeks from receipt of County's comments |
| Task 4 Phase ID – District 1B1 Design Assessment for New Ground Storage Facility, High Service Pump Station, and Chemical Facility   | 8 weeks from NTP       | 1 week               | 2 weeks from receipt of County's comments |



Attachment 1 to Exhibit A  
**Professional Services Industries, Inc. (PSI)**  
Testing Costs

| <b>Construction Materials Testing Services</b>  | <b>Unit Price</b> | <b>Unit</b> |
|---|-------------------|-------------|
| <b>Soils - (Includes Travel, Mileage, Delivery, and Certified Report)</b>                               |                   |             |
| Standard Proctor (ASTM D698) AASHTO T-99  | \$140.00          | Test        |
| Modified Proctor (ASTM D1557) AASHTO T-180  | \$140.00          | Test        |
| Field Density Determination of Soils Using Nuclear Gauge Method (ASTM D2922) (Minimum 4 Tests per Trip) |                   |             |
| Per Test (From 1 thru 4 Tests), Per Trip  | \$50.00           | Test        |
| Per Test (From 5 thru 10 Tests), Per Trip   | \$35.00           | Test        |
| Per Test (From 11 or More Tests), Per Trip  | \$30.00           | Test        |
| Limerock Bearing Ratio (LBR) (FM-5-515)   | \$365.00          | Test        |
| Limerock Analysis Test (Including Carbonates of Calcium & Magnesium, Oxides of Iron and Aluminum)       | \$350.00          | Test        |
| Moisture Content Determination of Soils (ASTM D2216)  | \$40.00           | Test        |
| Organic Content Determination of Soils (ASTM D2974)   | \$50.00           | Test        |
| Soil Visual Classifications Test (ASTM D2488)   | \$65.00           | Test        |
| Atterberg Limits of Soils (ASTM D424)   | \$200.00          | Test        |
| Soils Particle Size Distribution (ASTM D6913)   | \$65.00           | Test        |
| <b>Concrete &amp; Asphalt - (Includes Travel, Mileage, Delivery, and Certified Report)</b>              |                   |             |
| Compressive Strength Determination of Concrete Cylinders (C39)  | \$115.00          | Set         |
| Slump Test (ASTM C143)  | \$10.00           | Test        |
| Air Content Test (ASTM C173 or C231)  | \$35.00           | Test        |
| Flexural Strength of Concrete Beam (ASTM C78)   | \$125.00          | Per Beam    |
| Cylinder/Beam Pick-Up *** (When no other services are scheduled)***                                     | \$45.00           | Per Trip    |
| Asphalt/Concrete Coring   | \$115.00          | Per Core    |
| Bulk Specific Gravity & Density Determination of Compacted Asphalt Cores (ASTM D2726)                   | \$100.00          | Each        |
| Compressive Strength Determination of Concrete Cores (C42)  | \$50.00           | Each        |



| <b>Geotechnical Engineering Services</b>  | <b>Unit Price</b> | <b>Unit</b> |
|---|-------------------|-------------|
| Drill Rig & Crew Mobilization/Demobilization  | \$300.00          | Each        |
| Standard Penetration Test & Split Barrel Sampling of Soils (ASTM D1586)   |                   |             |
| 0 to 50 Feet  | \$17.50           | Foot        |
| 50 to 100 Feet  | \$25.00           | Foot        |
| Grout to Seal Borehole  | \$6.25            | Foot        |
| Field Hydraulic Conductivity Test of Soils Using Double Ring Infiltration Method (ASTM D3385)                           | \$400.00          | Test        |
| Field Hydraulic Conductivity Test of Soils Using South Florida Water Management-Constant Head Method (Percolation Test) | \$350.00          | Test        |

| <b>Environmental Services</b> | <b>Unit Price</b> | <b>Unit</b> |
|-------------------------------|-------------------|-------------|
| <b>Lab Test and Sampling</b>  |                   |             |
| E Coli Lab Test               | \$50.00           | Per Sample  |
| Total Coliform Lab Test       | \$50.00           | Per Sample  |

**EXHIBIT B  
SALARY COSTS**

Project Number: R1220410P1  
Project Title: Engineering Services for Potable Water Storage Tanks and Pumping Stations  
Consultant/Subconsultant Name: Carollo Engineers

FILL IN POSITIONS AS APPLICABLE

| TITLE                           | MAXIMUM<br>HOURLY<br>RATE<br>(\$/hr) | * MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/hr) |
|---------------------------------|--------------------------------------|--------------|---|---------------------------------------|
| <b>Professional Services</b>    |                                      |              |   |                                       |
| Client Services Manager         | \$ 85.00                             | 3.07         |   | \$ 260.95                             |
| Senior Project Manager          | \$ 85.00                             | 3.07         |   | \$ 260.95                             |
| Discipline Services Director    | \$ 87.00                             | 3.07         |   | \$ 267.09                             |
| Chief Architect                 | \$ 60.00                             | 3.07         |   | \$ 184.20                             |
| Chief Engineer                  | \$ 85.00                             | 3.07         |   | \$ 260.95                             |
| Project Manager                 | \$ 80.00                             | 3.07         |   | \$ 245.60                             |
| Principal Engineer              | \$ 76.00                             | 3.07         |   | \$ 233.32                             |
| Senior Engineer                 | \$ 60.00                             | 3.07         |   | \$ 184.20                             |
| Senior Architect                | \$ 47.00                             | 3.07         |   | \$ 144.29                             |
| Lead Engineer                   | \$ 65.00                             | 3.07         |   | \$ 199.55                             |
| Lead Architect                  | \$ 45.00                             | 3.07         |   | \$ 138.15                             |
| Engineer                        | \$ 45.00                             | 3.07         |   | \$ 138.15                             |
| Staff Professional              | \$ 39.00                             | 3.07         |   | \$ 119.73                             |
| <b>Field Services</b>           |                                      |              |   |                                       |
| Senior Field Professional       | \$ 70.00                             | 3.07         |   | \$ 214.90                             |
| Field Professional              | \$ 60.00                             | 3.07         |   | \$ 184.20                             |
| <b>Project Support Services</b> |                                      |              |   |                                       |
| Support Staff/Clerical          | \$ 21.00                             | 3.07         |   | \$ 64.47                              |
| Document Processor              | \$ 34.00                             | 3.07         |   | \$ 104.38                             |
| <b>CAD</b>                      |                                      |              |   |                                       |
| CAD Service Manager             | \$ 74.00                             | 3.07         |   | \$ 227.18                             |
| Lead Designer                   | \$ 63.00                             | 3.07         |   | \$ 193.41                             |
| Senior Designer                 | \$ 45.00                             | 3.07         |   | \$ 138.15                             |
| Designer                        | \$ 38.00                             | 3.07         |   | \$ 116.66                             |
| Senior CAD Drafter              | \$ 32.00                             | 3.07         |   | \$ 98.24                              |
| CAD Drafter/Technician          | \$ 22.00                             | 3.07         |   | \$ 67.54                              |

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (149) %

FRINGE = HOURLY RATE X FRINGE (42) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (5.50)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE 3.07

Exhibit B to Carollo Engineers, Inc.

Agreement

**EXHIBIT B  
SALARY COSTS**

Project Number: R1220410P1  
Project Title: Engineering Services for Potable Water Storage Tanks and Pumping Stations  
Consultant/Subconsultant Name: Chen Moore and Associates, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE                                | MAXIMUM<br>HOURLY<br>RATE<br>(\$/hr) | * MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/hr) |
|--------------------------------------|--------------------------------------|--------------|---|---------------------------------------|
| <b>Professional Services</b>         |                                      |              |   |                                       |
| Principal Civil Engineer             | \$ 84.37                             | 2.72         |   | \$ 229.49                             |
| Senior Civil Engineer                | \$ 52.20                             | 2.72         |   | \$ 141.98                             |
| Civil Engineer                       | \$ 36.06                             | 2.72         |   | \$ 98.08                              |
| Senior Landscape Architect           | \$ 48.23                             | 2.72         |   | \$ 131.19                             |
| Landscape Architect                  | \$ 33.65                             | 2.72         |   | \$ 91.53                              |
| <b>Field Services</b>                |                                      |              |   |                                       |
| Civil Resident Engineer              | \$ 45.12                             | 2.72         |   | \$ 122.73                             |
| Civil Inspector                      | \$ 34.38                             | 2.72         |   | \$ 93.51                              |
| <b>Professional Support Services</b> |                                      |              |   |                                       |
| Civil Engineering Technician         | \$ 34.38                             | 2.72         |   | \$ 93.51                              |
| Landscape Architect Technician       | \$ 21.29                             | 2.72         |   | \$ 57.91                              |
| <b>Project Support Services</b>      |                                      |              |   |                                       |
| Civil Clerical                       | \$ 27.00                             | 2.72         |   | \$ 73.44                              |

Multiplier of 2.72 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (122.14) %

FRINGE = HOURLY RATE X FRINGE (26.10) %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE 2.72

Exhibit B to Carollo Engineers  
Agreement

**EXHIBIT B  
SALARY COSTS**

Project Number: R1220410P1  
Project Title: Engineering Services for Potable Water Storage Tanks and Pumping Stations  
Consultant/Subconsultant Name: Stoner & Associates, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE                             | MAXIMUM<br>HOURLY<br>RATE<br>(\$/hr) | * | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/hr) |
|-----------------------------------|--------------------------------------|---|------------|---|---------------------------------------|
| Principal                         | \$ 39.70                             |   | 2.48       |   | \$ 98.46                              |
| Senior Professional Land Surveyor | \$ 38.89                             |   | 2.48       |   | \$ 96.45                              |
| Professional Land Surveyor        | \$ 34.20                             |   | 2.48       |   | \$ 84.82                              |
| Field Crew Supervisor             | \$ 25.56                             |   | 2.48       |   | \$ 63.44                              |
| Survey/CAD Technician             | \$ 20.00                             |   | 2.48       |   | \$ 49.60                              |
| Survey Crew (2 Person)            | \$ 41.56                             |   | 2.48       |   | \$ 103.07                             |
| Survey Crew (3 Person)            | \$ 56.56                             |   | 2.48       |   | \$ 140.27                             |
| Administrative Assistant          | \$ 26.71                             |   | 2.48       |   | \$ 66.24                              |

Multiplier of 2.48 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (97.86) %

FRINGE = HOURLY RATE X FRINGE (27.24) %

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

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

**2.48**

Exhibit B to Carollo Engineers  
Agreement



Professional Services Agreement

Exhibit B

SALARY COSTS

Project No. RFP R1220410P1  
Project Title: Engineering Services for Potable Water Storage Tanks and Pumping Systems  
Consultant/Subconsultant Name: Professional Services Industries, Inc. (PSI)

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FILL IN POSITIONS AS APPLICABLE

| TITLE                      | BILLING RATE (\$/HR) |
|----------------------------|----------------------|
| Principal Engineer         | \$140.00             |
| Professional Engineer      | \$115.00             |
| Staff Engineer             | \$85.00              |
| C.A.D. Operator            | \$70.00              |
| Senior Engineer Technician | \$65.00              |
| Special Inspector          | \$65.00              |
| Engineering Technician     | \$45.00              |
| Secretary/Clerical         | \$45.00              |

Note: Pursuant to section 5.2.5 of the Agreement, these rates were established utilizing previously established rates with other municipal clients for similar engineering services.

**EXHIBIT C  
LETTERS OF INTENT**

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



**EXHIBIT C - Letter of Intent CBE**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

Solicitation Number: **Project Title:**

|            |   |
|------------|---|
| R1220410P1 | Engineering Services for Potable Water Storage Tank and Pumping Systems |
|------------|---|

Proposer/Offeror Name: Carollo Engineers, Inc.

Address: 3440 Hollywood Boulevard, Suite 465 City: Hollywood State: FL Zip: 33021

Authorized Representative: \_\_\_\_\_ Phone: (954) 837-0030

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

Address: 4341 S.W. 62nd Avenue City: Davie State: FL Zip: 33314

Authorized Representative: James D. Stoner, P.S.M., President Phone: (954) 585-0997

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the proposer/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 proposer/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 |
| Land Surveying                   | 541370 | \$ 8,498             | 3.5 %                                 |
|                                  |        |                      |                                       |
|                                  |        |                      |                                       |

**AFFIRMATION:** I hereby affirm that the information above is true and correct.  
CBE Subcontractor/Supplier Authorized Representative

|   |                           |                         |
|---|---------------------------|-------------------------|
| <br>(Signature)<br>Proposer/Offeror Authorized Representative | President<br>(Title)      | June 10, 2014<br>(Date) |
| <br>(Signature)   | VICE PRESIDENT<br>(Title) | JUNE 10, 2014<br>(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 proposer/offer include a dollar amount in its bid-offer.  
 In the event the proposer/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.  
 CBE Letter of Intent July 2012



**EXHIBIT C - Letter of Intent CBE**  
**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

Solicitation Number: Project Title:

|            |   |
|------------|---|
| R1220410P1 | Engineering Services for Potable Water Storage Tank and Pumping Systems |
|------------|---|

Proposer/Offeror Name: Carollo Engineers, Inc.

Address: 3440 Hollywood Boulevard, Suite 465 City: Hollywood State: FL Zip: 33021

Authorized Representative: \_\_\_\_\_ Phone: 954-837-0030

CBE Subcontractor/Supplier Name: Chen Moore and Associates

Address: 500 W Cypress Creek Road Suite 630 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Peter Moore, P.E. LEED AP Phone: 954-730-0707

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the proposer/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 proposer/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 |
| Civil engineering                | 541310 | \$ 42,246            | 17.3 %                                |
|                                  |        |                      |                                       |
|                                  |        |                      |                                       |

**AFFIRMATION:** I hereby affirm that the information above is true and correct.  
CBE Subcontractor/Supplier Authorized Representative

|  |                |              |
|--|----------------|--------------|
|  | President      | June 9, 2014 |
| (Signature)                                | (Title)        | (Date)       |
| Proposer/Offeror Authorized Representative |                |              |
|  | Vice President | June 9, 2014 |
| (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 proposer/offer include a dollar amount in its bid-offer.  
In the event the proposer/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.  
CBE Letter of Intent July 2012

**Professional Services Agreement**

**EXHIBIT C-1**

**SCHEDULE OF SUBCONSULTANT PARTICIPATION**

Project No.:R1220410P1

Project Title: Engineering Services for Potable Water Storage Tanks and Pumping Systems

Facility Name: Various

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| No. | Firm Name                                   | Discipline               |
|-----|---|--------------------------|
| 1.  | Chen Moore and Associates                   | Civil Engineering        |
| 2.  | Stoner and Associates, Inc.                 | Surveying                |
| 3.  | Professional Service Industries, Inc. (PSI) | Geotechnical Engineering |

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Exhibit "D"

**Insurance Requirement for Professional Engineering Consultant Services**

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

| TYPE OF INSURANCE   | Limits on Liability in Thousands of Dollars   |                             |                 |
|---|---|-----------------------------|-----------------|
|   |   | Each Occurrence             | Aggregate       |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input type="checkbox"/> Explosion & Collapse Hazard<br><input type="checkbox"/> Underground Hazard<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><input type="checkbox"/> Other: | Bodily Injury   |                             |                 |
|   | Property Damage   |                             |                 |
|   | Bodily Injury and Property Damage Combined  | \$ 1 mil                    | \$ 2 mil        |
|   | Personal Injury   |                             |                 |
|   |   |                             |                 |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto If applicable  | Bodily Injury (each person)   |                             |                 |
|   | Bodily Injury (each accident)   |                             |                 |
|   | Property Damage   |                             |                 |
|   | Bodily Injury and Property Damage Combined  | \$ 1 mil                    |                 |
| <b>EXCESS LIABILITY</b><br><input checked="" type="checkbox"/> Umbrella Form<br><input type="checkbox"/> Other than Umbrella Form   | Bodily Injury and Property Damage Combined  | \$                          | \$              |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br>If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.   | (each accident)   | STATUTORY                   |                 |
| <input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>   |   | \$1 mil / accident          |                 |
| <input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (E &amp; O)</b>   | Claims-made form \$ 1 mil<br>w/ Extended Reporting Period of 3 yr<br>Deductible not to exceed: \$ 100 k   |                             |                 |
| <input type="checkbox"/> <b>PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD</b><br>Coverage must remain in force until written final acceptance by County.   | Maximum Deductible: \$10 k<br><b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b><br>CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE |                             | Completed Value |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.  | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE  | Maximum deductible: \$ 10 k | Completed Value |
| Description of Operations/Locations/Vehicles: <b>"Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. Reference: WWS-Potable Water Storage Tank Systems Design</b>  |   |                             |                 |

**NOTE: Workers' Compensation:** U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.  
**CANCELLATION:** Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attn: Mark Gabriel - WWS

*Francisco Vasquez*  
 FRANCISCO VASQUEZ  
 2013.10.03 09:44:24  
 -04'00'

Risk Management Division



Broward County Commission Regular Meeting

52.

Meeting Date: 06/23/2015

Director's Name: Robert Miracle

Department: Finance & Administrative Services Division: Purchasing

Information

Requested Action

**MOTION TO APPROVE** Agreement between Broward County and Carollo Engineers, Inc., for Consultant Engineering Services for Potable Water Storage Tanks and Pumping Systems, Request for Proposal (RFP) R1220410P1, for Water and Wastewater Services, for this deliberately-phased project located in three service area districts, in the not-to-exceed amount of \$244,752, which includes basic services in the not-to-exceed amount of \$240,152 and potential reimbursable project expenses in the not-to-exceed amount of \$4,600, with a time for performance of 77 days from the date of the notice to proceed, and authorize the Mayor and Clerk to execute same. **(Commission Districts 4, 7 and 9)**

**ACTION: (T-10:25 AM) Approved.**

**VOTE: 9-0.**

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.31.b.2, the Board is required to approve awards for professional services agreements exceeding \$100,000 annually or \$200,000 in a multi-year period.

What Action Accomplishes

Provides for a full range of consulting, design and professional services during the pre-design, design and construction phases for the renovation, rehabilitation or construction of potable water storage tanks and pumping systems.

Is this Action Goal Related

Previous Action Taken

None

Summary Explanation/Background

THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT/WATER AND WASTEWATER SERVICES DIVISION RECOMMEND APPROVAL OF THE ABOVE MOTION.

The Office of Economic and Small Business Development established a 17% County Business Enterprise (CBE) participation goal for this Agreement. Carollo Engineers Inc. has committed to 20.8% CBE participation (Exhibit 3).

The purpose of this Agreement is to provide pre-design, design and construction management services for storage tanks, pumping stations and chemical feed systems that will be implemented in phases over the next five years. Phase I of the Agreement provides for engineering services to complete Design Assessments (Technical Memorandum) for the following facilities located within three service area districts as follows:

- Phase 1A, District 3A – Remote Ground Storage and Chemical Facility;
- Phase 1B, District 3A – New High Service Pump Station, Electrical/Generator Room and Chemical Facilities;
- Phase 1C, District 2A – New Ground Storage Tank and Storage Tank Repair;
- Phase 1D, District 1B1 – Design Assessment for New Ground Storage Facility, High Service Pump Station, and Chemical Facility.

The Agreement for Phase I will be for a total maximum not-to-exceed amount of \$244,752, which includes potential reimbursable expenses of \$4,600 (Exhibit 2). Phase II – Design, Permitting, and Bidding Assistance and Phase III – Engineering Services During Construction will follow as additional services to the Phase I – Design Assessment

(Technical Memorandum) Agreement.

On May 06, 2014 (Item No. 33), the Board approved the Request for Proposals (RFP) No. R1220410P1, Engineering Services for Potable Water Storage Tanks and Pumping Systems. Three firms submitted a proposal in response to the RFP with no declinations.

On August 26, 2014, a Combination Initial and Final Evaluation Committee Meeting was held and Carollo Engineers, Inc. was selected for final ranking.

On September 23, 2014 (Item No 58), the Board approved the final ranking of Carollo Engineers Inc. as the highest ranked firm.

Three sunshine meetings were held to negotiate this Agreement: January 27, February 12 and June 9, 2015. These meetings were attended by representatives from Carollo Engineers, Inc., the Water and Wastewater Services Division, the County Auditor's Office and the Purchasing Division.

There is no incumbent for this Agreement. It is not a replacement contract.

The Evaluation Committee consisted of:

Gregory M. Balicki, Director, Water Wastewater Engineering Division, Water Wastewater Services, Public Works Department (Chair)

Marc Gambrell, P.E., Director, Capital Improvement Projects, Aviation Department

Jeff Turpin, Assistant Director, Solid Waste and Recycling Services Division, Public Works Department

*Not in C. Central*

Source of Additional Information

Brenda J. Billingsley, Director, Purchasing Division, (954) 357-6070

Gregory M. Balicki, Director, Water Wastewater Engineering Division (954) 831-0745

**Fiscal Impact**

Fiscal Impact/Cost Summary:

This project is budgeted from four funding sources: Phase 1A – District 3A , Fund No. 4620-126-9058-6510; Phase 1B – District 3A, Fund No. 4620-126-9198-6510; Phase 1C – District 2A, Fund No. 4620-126-9154-6510; and Phase 1D – District 1B1, Fund No. 4620-126-9157-6510 in the maximum not-to-exceed amount of \$244,752, including potential reimbursable expense in the maximum not-to-exceed amount of \$4,600.

RQS No. WED01311400000000036; Folder No. 1220410

**Attachments**

Exhibit 1 - Agreement Summary

Exhibit 2 - Agreement

Exhibit 3 - Goal Memorandum dated July 1, 2014






Public Works Department • Water and Wastewater Services  
**WATER AND WASTEWATER ENGINEERING DIVISION**  
2555 West Copans Road • Pompano Beach Florida 33069 • PHONE: 954-831-0745 • FAX: 954 831-0798/0925

**DATE:** May 19, 2015

**TO:** Evan A. Lukic, County Auditor

**FROM:** Gregory M. Balicki, P.E., Director 

**SUBJECT:** **RFP No. R1220410P1 - AGREEMENT FOR CONSULTING ENGINEERING SERVICES FOR POTABLE WATER STORAGE TANKS AND PUMPING SYSTEMS - ACCEPTANCE OF MULTIPLIER RATE AND FAR WAIVER**

WWS/MWED has received a letter of explanation prepared by Carollo Engineers, Inc. concerning the multiplier and profit for the referenced project. Staff's experience with national firms that provide consultant services related to water and wastewater treatment includes higher overhead and fringe benefits than local firms.

The higher rates are anticipated due to the specialty and expertise of these firms and the fact that these firms provide national research in these areas which local, smaller firms do not. Therefore, WWS accepts the proposed Exhibit B from the Agreement with its billing rates, profit at 5.50%, and a multiplier of 3.07.

In addition, WWS has received a letter from Carollo Engineers, Inc. on behalf of Profesional Service Industries, Inc. "PSI", (sub consultant) requesting a FAR waiver. WWS has no objection to Carollo Engineers, Inc. having submitted the letter for its sub-consultant, PSI. It is our intent to schedule a Board date for the approval of this agreement no later than June 23, 2015.

If you have any questions regarding this project, you may contact Rolando Nigaglioni at (954) 831- 0882.

Attachments  
GMB/RN/LAS

cc: Rolando Nigaglioni/MWED  
Jacqueline Chapman/Purchasing  
Laura Rogers/Auditors Office



February 2, 2015

Mr. Mark Gabriel  
Broward County Water and Wastewater Engineering Division  
2555 W. Copans Road  
Pompano Beach, Florida 33069

Subject: RFP R1220410P1 – Engineering Services for Potable Water Storage Tanks and Pumping Systems

Dear Mr. Gabriel:

The County has requested a letter of explanation concerning our multiplier and profit for the referenced project. We believe that our overall multiplier of 3.07 is both justifiable and reasonable. Carollo Engineers is unique in the engineering industry, and is one of a few firms that solely specializes in delivering water and wastewater related services. This specialization allows us to attract and retain the best and brightest staff in our industry, including an in-house research and development group, and maintain the firm's size. Our staff hold leadership roles in national organizations and our projects are constantly recognized by awards for innovation. We will bring the County capital and operational cost savings, and progressive, yet proven ideas, delivered by a team that has a pure day-to-day focus on delivering solutions for water and wastewater infrastructure. The end result for the County will be cost effective, functional facilities that are easy to operate and maintainable for years to come.

We also believe that our requested profit is very reasonable and demonstrates our commitment to serving the County. Finally, as we have been successful at managing our overhead, we are anticipating that the County will benefit from a reduction in our audited FAR for the year 2014 and we will submit the backup at the conclusion of our audit this April.

Please feel free to contact me with any further questions.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, P.E., LEED AP

EF:nm



February 25, 2015

Mr. Greg Balicki  
Contract Administrator  
Broward County  
Water & Wastewater Engineering Division  
2555 W. Copans Road  
Pompano Beach, FL 33069

Subject: Request for Waiver  
Project RFP R122041 OPI  
Potable Water Storage Tanks and Pumping Systems

Dear Mr. Balicki:

The purpose of this letter is to request a waiver of the requirement to provide Federal Acquisition Regulations (FAR) financial audit reports for the year 2012 for one of our team members: Professional Services Industries (PSI). We have requested that PSI provide a FAR and they have responded that they do not have one.

The financial information provided by our subconsultant for your consideration is summarized below:

- PSI – Submitted an Independent Accountant's Report showing 2012 and 2011 financial statements from an outside advisor.
- PSI submitted acceptance of a 185.51 to overhead rate by Florida DOT.

Please note that the estimated value of the contract for PSI is minimal as their role is solely geotechnical investigations.

We respectfully request your consideration for the 2012 financial documentation provided by the subconsultant and specifically request that you waive the requirement for 2012 FAR.

Please do not hesitate to call me if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa

EF:nm

Enclosure



February 19, 2015

**Carollo Engineers, Inc.**  
9897 Lake Worth Road, Suite 302  
Lake Worth, FL 33467

Attention: Ms. Elizabeth Fujikawa, P.E., LEED AP, BCEE  
Vice President

Re: FAR Waiver Request  
**Engineering Services for Potable Water Storage Tanks & Pump Systems**  
Broward County Water and Wastewater Services Engineering Division  
2555 West Copans Road, Pompano Beach, Florida  
RFP No. R1220410P1

---

Dear Ms. Fujikawa:

**Professional Service Industries, Inc. (PSI)** is requesting exemption from the Federal Acquisition Regulation (FAR) guidelines. More specifically, we are requesting exemption pertaining to RFP No. R1220410P1. We believe that our hourly rates presented in Exhibit A are fair and reasonable, fall within the industry standard.

We appreciated the County's consideration on this waiver request.

If you have any questions or require additional information, please contact me at (305) 471-7725.

Sincerely,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**  
Certificate of Authorization No. 3684



Juan Villegas, P.E.  
Senior Vice President  
South Florida & Caribbean Region



Public Works Department • Water and Wastewater Services

**WATER AND WASTEWATER ENGINEERING DIVISION**

2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

June 22, 2015

Mr. William Lorenzo  
Environmental Engineering Section  
Broward County Health Department  
780 S.W. 24<sup>th</sup> Street  
Fort Lauderdale, FL 33315

**RE: BCWWS PROJECT NO. 9171  
BROWARD COUNTY WATER TREATMENT PLANT 1A  
1 MG WATER STORAGE TANK (REQUEST FOR PARTIAL CLEARANCE)**

Dear Mr. Lorenzo:

Enclosed please find the County's completed DEP Form 62-555-900(9), Certification of Construction Completion and Request for Clearance to place Permitted PWS Components into Operation for the referenced project.

For this phase of the Water Storage Tank's Construction the County is requesting partial clearance for five (5) pipeline sections appurtenant to the tank construction. These sections of pipe are shown as red annotated "Test Sections 1 – 5" on Contract Drawing C-5 attached. Pressure test and Bacteriological test results for each Test Section as well as Pipe and Fitting Lead Free Certifications are also attached. A separate request for system clearance will be submitted upon satisfactory bacteriological testing of the water storage tank when complete. In the interim each pipe section is being continually flushed with potable water through RPZs to keep the lines in compliance until the tank is constructed.

If you have any questions regarding this project or this request for Partial Clearance, please call John Morra at (954) 831-0902.

Sincerely,

Gregory M. Balicki, P.E., Director  
Contract Administrator

GMB/JM/bj  
Attachments:

- DEP FORM 62-555.900(9) CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO SERVICE
- Pressure and Bacteriological Tests (SECTIONS 1-5)
- Annotated Contract Drawing (C-5)
- Lead Free Certifications, Pipe and Fittings
- "As Built Drawing"

cc: R. Nigaglioni, WWED  
J. Morra, WWED

J. Kay, WWOD  
G. Bartolotta, WWOD

M. Darmanin, WWOD

Project File: 9171 – 1.07



Broward County Board of County Commissioners

Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler  
[www.broward.org](http://www.broward.org)

**Morra, John**

---

**From:** Nigaglioni, Rolando  
**Sent:** Monday, June 22, 2015 12:22 PM  
**To:** Darmanin, Mark; Baker, Jerry; Kay, John  
**Cc:** Balicki, Greg; Morra, John  
**Subject:** FW: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Any comments on the email below?



**Rolando Nigaglioni, PE, PMP**  
Expansion Project Administrator  
Water and Wastewater Engineering Division  
2555 W. Copans Road  
Pompano Beach, FL 33069  
Ph: (954) 831-0882; Fx: (954) 831-0798  
[RNigaglioni@broward.org](mailto:RNigaglioni@broward.org)



---

**From:** Frank Brinson [<mailto:fbrinson@mccaffertybrinson.com>]  
**Sent:** Monday, June 22, 2015 11:25 AM  
**To:** Nigaglioni, Rolando  
**Cc:** 'O'Neil, Timothy'  
**Subject:** RE: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Good morning Rolando-  
Any feedback on this draft email? Is it ok to send or would you like me to make any revisions?

Frank A. Brinson, P.E., BCEE  
McCafferty Brinson Consulting, LLC  
Mobile: (954) 802-3058

---

**From:** Frank Brinson [<mailto:fbrinson@mccaffertybrinson.com>]  
**Sent:** Wednesday, June 17, 2015 8:44 AM  
**To:** 'Nigaglioni, Rolando'; 'Darmanin, Mark'; 'Baker, Jerry'; 'Kay, John'  
**Cc:** 'O'Neil, Timothy'  
**Subject:** FW: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Good Morning Rolando-  
The following is the email that I propose to send to Sandra in preparation for my meeting with her (with attachments):

Good afternoon Sandra:  
We have finished compiling the materials that we would like you to consider in preparation for our meeting to discuss the draft Determination letter for the BCWWS Water Treatment Plant 2A Demonstration of Four-Log Virus

Treatment. The attachments are referenced in the numbered items below, which correlate to the numbered comments in your May 18, 2015 letter:

1. Attached, titled WTP 2A Chlorine Demand Study, is a summary of chlorine demand testing performed by BCWWS showing the free chlorine residual versus the applied dose. The data show that an applied dose of 5 mg/L will result in a free chlorine residual of 2 mg/L, as necessary to provide four-log virus treatment. This is consistent with the basis of our response to Question 2 in our December 22, 2014 response to RFI No. 1. I would like to discuss the County's proposed standard operating protocol further, described in our response to RFI No. 1, at our meeting.
2. Attached is a copy of Chapter 62-550.200(57) and the EPA Total Coliform Rule Issue Paper (please see page ES-2). These documents indicate that compliance with the Maximum Residual Disinfectant Level (MRDL) is determined relative to the running annual average. BCWWS is simply requesting that any statement in the Determination letter be consistent with the applicable rule.
3. No further comments.
4. MBC is aware of at least one other utility (the City of Boca Raton) who has received acknowledgement in their Determination letter that a minor, short-term pH excursion does not automatically constitute a four-log virus treatment technique violation, provided the appropriate CT requirements are still met. Can the Department consider applying the rule similarly in BCWWS's case? BCWWS is not requesting to modify normal plant operations to operate outside of the normal pH range (and we acknowledge that the scenario could result in noncompliance with respect to distribution system residuals and/or lead and copper and microbial requirements). BCWWS does not intend to operate at a higher pH; we are simply requesting that the Department acknowledge that a short-term occurrence may not automatically constitute a four-log virus treatment technique violation.

I am available to meet in your office any time the week of June 22-26, June 29 or 30, or any time July 7 through July 10. I am looking forward to meeting with you to resolve these issues. Thank you for your assistance to the County in meeting these regulatory requirements.

**Frank A. Brinson, P.E., BCEE**  
**McCafferty Brinson Consulting, LLC**  
Mobile: (954) 802-3058

---

**From:** Giraldo, Sandra E [<mailto:Sandra.Giraldo@flhealth.gov>]  
**Sent:** Wednesday, May 27, 2015 12:27 PM  
**To:** Frank Brinson  
**Cc:** Reyes, Rafael; [gbalicki@broward.org](mailto:gbalicki@broward.org); 'Darmanin, Mark'; 'Nigaglioni, Rolando'; 'Haynes, Clive'; 'Kay, John'; 'Baker, Jerry'; 'O'Neil, Timothy'  
**Subject:** RE: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Thank you Frank. We look forward to the meeting and the review of the additional information. Once you contact us when you come back from your trip we will provide you with available dates/times for the meeting.

*Regards,*

**Sandra E. Giraldo, M.A., MPH**  
**Engineer IV**  
Environmental Engineering Section  
Florida Department of Health - Broward County  
2421A S.W. 6th Avenue  
Ft. Lauderdale, FL 33315

Phone: (954) 467-4700x4223  
Fax: (954) 467-4898  
email: [sandra.giraldo@flhealth.gov](mailto:sandra.giraldo@flhealth.gov)  
website: <http://broward.floridahealth.gov>  
Please consider the environment before printing this email.

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, & community efforts.

Vision: To be the Healthiest State in the Nation

Values: (ICARE)

Innovation: We search for creative solutions and manage resources wisely.

Collaboration: We use teamwork to achieve common goals & solve problems.

Accountability: We perform with integrity & respect.

Responsiveness: We achieve our mission by serving our customers & engaging our partners.

Excellence: We promote quality outcomes through learning & continuous performance improvement.

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

---

**From:** Frank Brinson [<mailto:fbrinson@mccaffertybrinson.com>]

**Sent:** Thursday, May 21, 2015 12:05 PM

**To:** Giraldo, Sandra E

**Cc:** Reyes, Rafael; [gbalicki@broward.org](mailto:gbalicki@broward.org); 'Darmanin, Mark'; 'Nigaglioni, Rolando'; 'Haynes, Clive'; 'Kay, John'; 'Baker, Jerry'; 'O'Neil, Timothy'

**Subject:** RE: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Good afternoon Sandra-

Yes, we would like to meet in your office. The County will be putting together some materials for your consideration. I will be out of the office next week and back the first week in June. I will contact you to set up the meeting in early June. Thank you.

Regards,

Frank A. Brinson, P.E., BCEE  
McCafferty Brinson Consulting, LLC  
Mobile: (954) 802-3058

---

**From:** Giraldo, Sandra E [<mailto:Sandra.Giraldo@flhealth.gov>]

**Sent:** Monday, May 18, 2015 4:29 PM

**To:** Frank Brinson

**Cc:** Reyes, Rafael; [gbalicki@broward.org](mailto:gbalicki@broward.org); 'Darmanin, Mark'; 'Nigaglioni, Rolando'; 'Haynes, Clive'; 'Kay, John'; 'Baker, Jerry'; 'O'Neil, Timothy'

**Subject:** RE: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Frank,

Attached please find our response to the communication received on 5/15/15 regarding the BCWWS 2A 4-log demonstration provisional approval. As stated in the letter, please let us know if you would like to meet in our Office to discuss any question or concern.

*Regards,*

*Sandra E. Giraldo, M.A., MPH*



### *Engineer IV*

Environmental Engineering Section  
Florida Department of Health - Broward County  
2421A S.W. 6th Avenue  
Ft. Lauderdale, FL 33315  
Phone: (954) 467-4700x4223  
Fax: (954) 467-4898  
email: [sandra.giraldo@flhealth.gov](mailto:sandra.giraldo@flhealth.gov)  
website: <http://broward.floridahealth.gov>  
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---

**From:** Frank Brinson [<mailto:fbrinson@mccaffertybrinson.com>]

**Sent:** Friday, May 15, 2015 2:14 PM

**To:** Giraldo, Sandra E

**Cc:** Reyes, Rafael; [gbalicki@broward.org](mailto:gbalicki@broward.org); 'Darmanin, Mark'; 'Nigaglioni, Rolando'; 'Haynes, Clive'; 'Kay, John'; 'Baker, Jerry'; 'O'Neil, Timothy'

**Subject:** RE: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Good afternoon Sandra-

Please review the attached correspondence regarding the provisional Determination of Four-Log Virus Treatment of Ground Water for the BCWWS Water Treatment Plant 2A. If you would like to meet to discuss this after you have had a chance to review it, we would be happy to meet in your office. If you have any questions, please don't hesitate to contact me. Have a good weekend.

Regards,

**Frank A. Brinson, P.E., BCEE**  
**McCafferty Brinson Consulting, LLC**  
Mobile: (954) 802-3058

---

**From:** Giraldo, Sandra E [<mailto:Sandra.Giraldo@flhealth.gov>]

**Sent:** Tuesday, May 5, 2015 10:59 AM

**To:** [fbrinson@mccaffertybrinson.com](mailto:fbrinson@mccaffertybrinson.com)

**Cc:** Reyes, Rafael

**Subject:** FW: BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Frank,

We received notification of undeliverable message to your e-mail address regarding the 4-log notification sent last week. I just want to confirm that you received the attached correspondence.

*Regards,*

**Sandra E. Giraldo, M.A., MPH**  
**Engineer IV**

Environmental Engineering Section  
Florida Department of Health – Broward County  
2421A S.W. 6th Avenue  
Ft. Lauderdale, FL 33315  
Phone: (954) 467-4700x4223  
Fax: (954) 467-4898  
email: [sandra.giraldo@flhealth.gov](mailto:sandra.giraldo@flhealth.gov)  
website: <http://broward.floridahealth.gov>  
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Vision: To be the Healthiest State in the Nation

Values: (ICARE)

Innovation: We search for creative solutions and manage resources wisely.

Collaboration: We use teamwork to achieve common goals & solve problems.

Accountability: We perform with integrity & respect.

Responsiveness: We achieve our mission by serving our customers & engaging our partners.

Excellence: We promote quality outcomes through learning & continuous performance improvement.

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

---

**From:** Giraldo, Sandra E  
**Sent:** Wednesday, April 29, 2015 8:01 PM  
**To:** 'agarcia@broward.org'  
**Cc:** 'Frank Brinson ([fbrinson@mbconsulting.us](mailto:fbrinson@mbconsulting.us)) ([fbrinson@mbconsulting.us](mailto:fbrinson@mbconsulting.us))'; 'jkay@broward.org'; 'Haynes, Clive ([CHAYNES@broward.org](mailto:CHAYNES@broward.org))'; 'Leonard, Bob'; 'gbartolotta@broward.org'; 'Baker, Jerry'; Reyes, Rafael; Grant, Shani H; Thompson, Paul S  
**Subject:** BCWWS 2A 4-Log Virus Treatment Demonstration Approval (Provisional)

Good afternoon Mr. Garcia,

Please find attached a Provisional 4-Log Virus Treatment Demonstration Approval for BCWWS 2A WTP. **This determination will remain in effect for 365 days provided the compliance monitoring, operating, recordkeeping, and other requirements outlined in the attached letter are met.**

Should you have any questions, do not hesitate to contact me.

*Regards,*

**Sandra E. Giraldo, M.A., MPH**  
**Engineer IV**

Environmental Engineering Section  
Florida Department of Health – Broward County  
2421A S.W. 6th Avenue

Ft. Lauderdale, FL 33315  
Phone: (954) 467-4700x4223  
Fax: (954) 467-4898  
email: [sandra.giraldo@flhealth.gov](mailto:sandra.giraldo@flhealth.gov)  
website: <http://broward.floridahealth.gov>  
Please consider the environment before printing this email.

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, & community efforts.

Vision: To be the Healthiest State in the Nation

Values: (ICARE)

Innovation: We search for creative solutions and manage resources wisely.

Collaboration: We use teamwork to achieve common goals & solve problems.

Accountability: We perform with integrity & respect.

Responsiveness: We achieve our mission by serving our customers & engaging our partners.

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Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

View All (1 of 11): No values may be entered on any Specifications fields when the L ...  
RQS - 126 - WED0131140000000036 - 2 - Modification- Final

Action Items

Load Vendor List Ship/Bill To Lines



General Information

|                             |                                     |                              |         |
|-----------------------------|-------------------------------------|------------------------------|---------|
| Document Name:              | RFP for Potable Water Storage Tanks | Accounting Profile:          |         |
| Record Date:                | 11/08/2014                          | PCard ID:                    |         |
| Budget FY:                  | 2014                                | PCard Exp:                   |         |
| Fiscal Year:                | 2015                                | Procurement Folder:          | 1220410 |
| Period:                     | 2                                   | Procurement Type ID:         | 1       |
| Document Description:       | Roll Document from 2014 to 2015     | Unclassified                 |         |
| Document Short Description: |                                     | Tracking Number:             |         |
| Actual Amount:              | \$1,150,000.00                      | Warehouse:                   |         |
| Closed Amount:              | \$0.00                              | Total of Header Attachments: | 0       |
| Closed Date:                |                                     | Total of All Attachments:    | 0       |
| Open Amount:                | \$1,150,000.00                      |                              |         |
| Referenced Amount:          | \$0.00                              |                              |         |

Contact

Extended Description

Extended Description: RFP for Consulting Engineering /Architectural Services in Support of In-House design of Potable Water. The estimated cost is \$3,350,000.00 and will be incrementally funded by the appropriate source as we reach each phase of the agreement. Scope: The project consists of supporting in-house design

Additional Information

Default Shipping/Billing

Document Information

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! [View All \(1 of 2\)](#) : Document submitted successfully - Pending Approval  
RQS - 126- WED0131140000000036- 3- Modification- Pending

[Action Menu](#)

[Load Vendor List](#) [Ship/Bill To Lines](#)



▼General Information

|                             |   |                              |                      |
|-----------------------------|---|------------------------------|----------------------|
| Document Name:              | RFP R1220410P1 - Agreement for Consulting Engineering Serv. | Accounting Profile:          | <input type="text"/> |
| Record Date:                | <input type="text"/>  | PCard ID:                    | <input type="text"/> |
| Budget FY:                  | 2015  | PCard Exp:                   | <input type="text"/> |
| Fiscal Year:                | <input type="text"/>  | Procurement Folder:          | 1220410              |
| Period:                     | <input type="text"/>  | Procurement Type ID:         | 1                    |
| Document Description:       | <input type="text"/>  |                              | Unclassified         |
| Document Short Description: | <input type="text"/>  | Tracking Number:             | <input type="text"/> |
|                             |   | Warehouse:                   | <input type="text"/> |
| Actual Amount:              | \$244,752.00  | Total of Header Attachments: | 0                    |
| Closed Amount:              | \$0.00  | Total of All Attachments:    | 0                    |
| Closed Date:                | <input type="text"/>  |                              |                      |
| Open Amount:                | \$244,752.00  |                              |                      |
| Referenced Amount:          | \$0.00  |                              |                      |

▶Contact

▼Extended Description

Extended Description: RFP R1220410P1: Agreement for Consulting Engineering Services for Potable Water Storage Tanks and Pumping Systems; Carollo Engineers, Inc. \$244,752 and 90 days.

▶Additional Information

▶Default Shipping/Billing

▶Document Information

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|      |         |        |       |
|------|---------|--------|-------|
| Home | Approve | Cancel | Close |
|------|---------|--------|-------|

*Greg 5/21*

*Greg,*

*Please approve Modification*

*Thanks, A.*

View All (1 of 11) : No values may be entered on any Specifications fields when the L ...

RQS - 126- WED01311400000000036- 2- Modification- Final

Action Menu

Load Vendor List Ship/Bill To Lines

Accounting Summary

| Accounting Line | Line Amount  | Line Closed Amount | Line Open Amount | Event Type |
|-----------------|--------------|--------------------|------------------|------------|
| ✖  ✓ 1          | \$400,000.00 | \$0.00             | \$400,000.00     | PR02       |
| ✖  2            | \$275,000.00 | \$0.00             | \$275,000.00     | PR02       |
| ✖  3            | \$475,000.00 | \$0.00             | \$475,000.00     | PR02       |

413P  
91521  
9157

Insert New Line Insert Copied Line First Prev Go To Next Last

Commodity : 1 >

9058



General Information

|                       |              |                          |              |
|-----------------------|--------------|--------------------------|--------------|
| Event Type :          | PR02         | Budget FY :              | 2015         |
| Accounting Template : |              | Fiscal Year :            | 2015         |
| Line Description :    |              | Period :                 | 1            |
| Line Amount :         | \$400,000.00 | Number of Attachments :  | 0            |
| Reserved Funding :    |              | Line Closed Amount :     | \$0.00       |
|                       |              | Line Closed Date :       |              |
|                       |              | Line Open Amount :       | \$400,000.00 |
|                       |              | Referenced Line Amount : | \$0.00       |

Fund Accounting

Detail Accounting

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|      |     |              |        |
|------|-----|--------------|--------|
| edit | new | copy forward | delete |
|------|-----|--------------|--------|

Menu

Carollo ✓



Public Works Department • Water & Wastewater Services  
**WATER & WASTEWATER ENGINEERING DIVISION**  
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

**LETTER OF TRANSMITTAL**

DATE: 05/21/2015  
TO: Michael J. Kerr  
Al Dicalvo  
FROM: Rolando Nigaglioni *RN*  
Phone: (954) 831 - 0882  
Fax: (954) 831 - 0798  
Email: rnigaglioni@broward.org

SUBJECT: Agreement for Consultant Engineering Services for Potable Water Storage Tanks and Pumping Systems RFP R1220410P1

We are sending you:

| COPIES | ORIGINALS | DESCRIPTION              |
|--------|-----------|--------------------------|
|        | 4         | Agreement for Signatures |
|        |           |                          |
|        |           |                          |
|        |           |                          |

These are transmitted as checked below:

- Approved as submitted       Resubmit \_\_\_\_\_ copies       For your use  
 Approved as noted       As requested       For review & comment  
 Not approved       Other: \_\_\_\_\_

Comments: **Please execute the agreements today. Jacqueline Chapman (Ext. 7996) from Purchasing will pick up the documents later today or tomorrow morning. Thank you.**

RN/LAS  
cc: File:

! View All (1 of 2) : Document submitted successfully - Pending Approval  
RQS - 126- WED0520150000000099- 1- New- Pending

[Load Vendor List](#) [Ship/Bill To Lines](#)



▼General Information

|                             |  |                              |              |
|-----------------------------|--|------------------------------|--------------|
| Document Name:              | RFP R1220410P1; Carollo Agreement for Consulting | Accounting Profile:          |              |
| Record Date:                | <input type="text"/>                             | PCard ID:                    |              |
| Budget FY:                  |  | PCard Exp:                   |              |
| Fiscal Year:                |  | Procurement Folder:          |              |
| Period:                     |  | Procurement Type ID:         | 1            |
| Document Description:       | RFP R1220410P1; Carollo Agreement for Consulting | Tracking Number:             | Unclassified |
| Document Short Description: |  | Warehouse:                   |              |
| Actual Amount:              | \$244,752.00                                     | Total of Header Attachments: | 0            |
| Closed Amount:              | \$0.00   | Total of All Attachments:    | 0            |
| Closed Date:                |  |                              |              |
| Open Amount:                | \$244,752.00                                     |                              |              |
| Referenced Amount:          | \$0.00   |                              |              |

▶Contact

▼Extended Description

Extended Description: RFP R1220410P1; Projects: 9198,9058, 9154, 9157. Agreement for Consulting Engineering Services for Potable Water Storage Tanks and pumping Systems; Carollo Engineers, Inc. ; Estimated Cost \$244,752.00 and 90 days.

▶Additional Information

▶Default Shipping/Billing

▶Document Information

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*for 5/20*

*Greg,  
Please approve  
Cancellation,*

*Adriana  
05/21/15*

*Greg,  
This is the RQS  
for Carollo. Please  
approve.  
Thanks  
A*



## Expense Budget

[Menu Quick Search](#)

| BFY    | Fund | Department | Appr Unit | Unit | Object | Current Budget | Encumbered   | Actual Expenses | Unobligated  |
|--------|------|------------|-----------|------|--------|----------------|--------------|-----------------|--------------|
| 2009   | 4620 | 126        | 4620126   | 9058 | 6510   | \$236,660.00   | \$0.00       | \$0.00          | \$236,660.00 |
| 2010   | 4620 | 126        | 4620126   | 9058 | 6510   | \$236,040.00   | \$0.00       | \$0.00          | \$236,040.00 |
| 2011   | 4620 | 126        | 4620126   | 9058 | 6510   | \$236,040.00   | \$0.00       | \$4,969.00      | \$231,071.00 |
| 2012   | 4620 | 126        | 4620126   | 9058 | 6510   | \$231,071.00   | \$0.00       | \$93,725.30     | \$137,345.70 |
| 2013   | 4620 | 126        | 4620126   | 9058 | 6510   | \$137,346.00   | \$0.00       | \$29,052.73     | \$108,293.27 |
| 2014   | 4620 | 126        | 4620126   | 9058 | 6510   | \$198,294.00   | \$0.00       | \$48,601.48     | \$149,692.52 |
| ✓ 2015 | 4620 | 126        | 4620126   | 9058 | 6510   | \$908,493.00   | \$194,434.87 | \$127,768.97    | \$586,289.16 |

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[Search](#)

▼ **Budget Actuals**

|                   |              |  |                  |              |
|-------------------|--------------|--|------------------|--------------|
| Pre-Encumbered:   | \$0.00       |  | Uncommitted:     | \$586,289.16 |
| Encumbered:       | \$194,434.87 |  | Unobligated:     | \$586,289.16 |
| Accrued Expenses: | \$6,913.36   |  | Actual Expenses: | \$127,768.97 |
| Cash Expenses:    | \$120,855.61 |  |                  |              |

→ \$35,906

▶ **Budgeted Amounts**

▶ **Linked Revenues**

▶ **General Information**

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[Modified Budget Line Controls](#) [Appropriation Budget](#) [Linked Revenues](#)

2012

## Expense Budget

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| BFY    | Fund | Department | Appr Unit | Unit | Object | Current Budget | Encumbered | Actual Expenses | Unobligated    |
|--------|------|------------|-----------|------|--------|----------------|------------|-----------------|----------------|
| 2009   | 4620 | 126        | 4620126   | 9157 | 6510   | \$1,111,000.00 | \$0.00     | \$0.00          | \$1,111,000.00 |
| 2010   | 4620 | 126        | 4620126   | 9157 | 6510   | \$1,111,000.00 | \$0.00     | \$0.00          | \$1,111,000.00 |
| 2011   | 4620 | 126        | 4620126   | 9157 | 6510   | \$1,111,000.00 | \$0.00     | \$0.00          | \$1,111,000.00 |
| 2012   | 4620 | 126        | 4620126   | 9157 | 6510   | \$700,000.00   | \$0.00     | \$0.00          | \$700,000.00   |
| 2013   | 4620 | 126        | 4620126   | 9157 | 6510   | \$700,000.00   | \$0.00     | \$0.00          | \$700,000.00   |
| 2014   | 4620 | 126        | 4620126   | 9157 | 6510   | \$700,000.00   | \$0.00     | \$28,691.24     | \$671,308.76   |
| ✓ 2015 | 4620 | 126        | 4620126   | 9157 | 6510   | \$671,309.00   | \$0.00     | \$0.00          | \$671,309.00   |

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▼ **Budget Actuals**

|                                     |   |
|-------------------------------------|---|
| <u>Pre-Encumbered:</u> \$475,000.00 | <u>Uncommitted:</u> \$196,309.00          |
| <u>Encumbered:</u> \$0.00           | <u>Unobligated:</u> \$671,309.00 → 82,710 |
| <u>Accrued Expenses:</u> \$0.00     | <u>Actual Expenses:</u> \$0.00            |
| <u>Cash Expenses:</u> \$0.00        |   |

▶ **Budgeted Amounts**

▶ **Linked Revenues**

▶ **General Information**

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Revised 4/6/15

### Expense Budget

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| BFY    | Fund | Department | Appr Unit | Unit | Object | Current Budget | Encumbered | Actual Expenses | Unobligated  |
|--------|------|------------|-----------|------|--------|----------------|------------|-----------------|--------------|
| ✓ 2015 | 4620 | 126        | 4620126   | 9198 | 6510   | \$520,000.00   | \$0.00     | \$0.00          | \$520,000.00 |

First Prev Next Last

Search

#### ▼ Budget Actuals

|                   |        |  |                  |              |
|-------------------|--------|--|------------------|--------------|
| Pre-Encumbered:   | \$0.00 |  | Uncommitted:     | \$520,000.00 |
| Encumbered:       | \$0.00 |  | Unobligated:     | \$520,000.00 |
| Accrued Expenses: | \$0.00 |  | Actual Expenses: | \$0.00       |
| Cash Expenses:    | \$0.00 |  |                  |              |

*Handwritten note: → \$720T2*

#### ▶ Budgeted Amounts

#### ▶ Linked Revenues

#### ▶ General Information

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[Modified Budget Line Controls](#) [Appropriation Budget](#) [Linked Revenues](#)

**DATE:** 05/18/2015

**TO:** Alan W. Garcia, P.E., Director  
Water and Wastewater Services

**FROM:** Luz Sanchez, Construction Management Specialist - X0971  
Water and Wastewater Engineering Division

**RE:** Project No.: 9058, 9154, 9157, 9198

Project Name: Agreement for Consultant Engineering Services for Potable  
Water Storage Tanks and Pumping Systems RFP  
R1220410P1

Document(s): Agreement

Dollars: \$244,752.00; 90 days

Vendor: Carollo Engineers, Inc

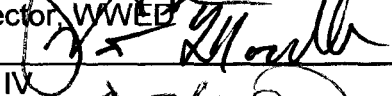
The attached contractual document is for your review and approval.

Note: OESBD Memo and Final Documents pending. Agenda Item will be created by  
Purchasing - Memo is Attached. RN

APPROVED:

  
\_\_\_\_\_  
Director, WWED


Date 5/20/15

  
\_\_\_\_\_  
PM IV

Date 5/20/15

  
\_\_\_\_\_  
Expansion Project Administrator (alternate)

Date 5/19/15 see comments

  
\_\_\_\_\_  
Expansion Project Administrator

Date 5/18/2015

File:

H:\WWED\Templates\WED contract.doc Rev. 1/08/03

## Meeting Minutes

Negotiation Meeting: Engineering Services for Potable Water Storage tanks and Pumping Systems with Carollo Engineers – RFP No. R1220410P1

Meeting Date: Thursday, February 12, 2015

Meeting Time: 1:35 p.m.

Meeting Place: Building #1 First Floor Board Conference Room

| <u>Attendees</u>         | <u>Firm</u> | <u>Telephone</u> |
|--------------------------|-------------|------------------|
| Mark Gabriel <i>MG</i>   | WWS         | 954-831-0982     |
| Rolando Nigaglioni       | WWS         | 954-831-0882     |
| Jacqueline Chapman       | Purchasing  | 954-957-7996     |
| Liz Fujikawa             | Carollo     | 954-837-0300     |
| Tom Gillogly             | Carollo     | 954-837-0030     |
| Peter Moore              | Chen Moore  | 954-730-0707     |
| Mitch Cohen (Tele Conf.) | Purchasing  | 954-357-5517     |

A second sunshine meeting was conducted for the above noted project.

A sign-in sheet was distributed and introductions were made.

This meeting was held to discuss and negotiate FAR values for overhead and benefits, profit, labor rates, and position titles for Carollo Engineers and their Subconsultants based on discussions held at the first meeting.

Mr. Gabriel provided an agenda.

### 1. Carollo Engineers

- A. A discussion was held concerning Carollo's estimated 2014 FAR. It was agreed that a 1.91 factor, for overhead and benefits, would be used in calculating a multiplier. This value would be confirmed when the completed 2014 FAR was provided to the County. It was made clear to all parties that should the actual FAR be higher than 1.91 the multiplier would not be adjusted up. However, should the actual FAR be lower, the multiplier would be adjusted down, maintaining the negotiated profit.
- B. Profit: County and Carollo agreed to a 5.5% profit.
- C. Multiplier: Based on the above a multiplier was developed as follows:  
Direct labor + Overhead & Benefits (1.91) X Profit (5.5%) = 3.07
- D. Ms. Chapman advised that if the proposed multiplier and profit are above 3.00 and 10%, respectively, on their Exhibit B for this project, then the Consultant needs to submit a letter of explanation.
- E. A revised Exhibit B has been submitted based on these values.

2. Chen Moore & Assoc.

- A. A revised Exhibit B has been provided providing a multiplier of 2.72 using:
- Overhead & Fringe = 1.47
  - Profit: 10%

3. Stoner & Assoc.

- A. A revised Exhibit B has been provided providing a multiplier of 2.48 using:
- Overhead & Fringe = 1.25
  - Profit: 10%

4. Professional Services Industries (PSI)

PSI did not have a representative at the meeting. Discussion of their FAR or FAR Waiver and Exhibit A rates were tabled until later in the meeting to give PSI staff time to show up. When no PSI representative showed up, Carollo was requested to meet with their Subconsultant and provide the following prior to the next meeting:

- A. Due to the nature of the services provided by PSI it was decided that an Exhibit A would be used. This will require FAR Waiver Request letters from PSI to Carollo and from Carollo to WWS.
- B. PSI indicated that their rates for testing services did not include labor and travel. Carollo was requested to meet with their subconsultant and develop a Schedule A that provided the total and complete cost for all tests.
- C. The existing Schedule A appeared to include geotechnical test which did not pertain to the scope of work for this contract. Carollo will review the existing Schedule A and include only those tests which may be used on this contract.

5. Scope and Fee Negotiations

- A. Format: Carollo was asked to include all tasks on one Excel spreadsheet for their work and a separate, but similar, spreadsheet for each of their named Subconsultants. Carollo was given an example by Mr. Gabriel.
- B. The following items were discussed:
- Chief Engineer: Two names are included (Gilligly, Rago), unless both have the same hourly rate they need to be listed separately.
  - Task 1.2, Staging Requirement: Duplicated under Task 2.1.
  - Task 2, Staging Requirement: Appears high, Carollo to revisit.
  - Task 3.1, Geotechnical Evaluation: At this time there isn't anything to evaluate, delete.
  - Task 3.2, Review of County Requirements & Preferences: The proposed tanks will operate in parallel with the existing 5.0MG tank. Nothing else required.
  - Task 3.2, Permitting and Regulatory Reviews: 101 hours appears high. Carollo to re-evaluate.
  - Task 3.2, Preliminary Drawing: 137 hours to determine the number of sheets is high. Carollo to re-evaluate.

C. Carollo was requested to review the CAF202 provided them relative to acceptable reimbursable expenses and provide one Excel spreadsheet, broken down by firm, which summarized all the requested reimbursable expenses.

6. Other Issues

A. Ms. Chapman advised that the scope and fee proposal must include a schedule for completion of each task.

Meeting Adjourned at 2:19 p.m.





## Meeting Minutes

### Negotiation Meeting: Engineering Services for Potable Water Storage tanks and Pumping Systems with Carollo Engineers – RFP No. R1220410P1

Meeting Date: Tuesday, January 27, 2015

Meeting Time: 2:10 p.m.

Meeting Place: Building #1 First Floor Board Conference Room

| Attendees                | Firm       | Telephone      |
|--------------------------|------------|----------------|
| Mark Gabriel <i>mlb</i>  | WWS        | (954) 831-0982 |
| Jacqueline Chapman       | WWS        | 954-957-7996   |
| Liz Fujikawa             | Carollo    | 954-837-0300   |
| Tom Gillogly             | Carollo    | 954-837-0030   |
| Peter Moore              | Chen Moore | 954-730-0707   |
| Mitch Cohen (Tele Conf.) | Purchasing | 954-357-5517   |

---

A sunshine meeting was conducted for the above noted project:

A sign-in sheet was distributed and introductions were made.

This meeting was held to discuss and negotiate FAR values for overhead and benefits, profit, labor rates, and position titles for Carollo Engineers and their Subconsultants. Mr. Gabriel provided an agenda.

#### 1. General Items

- A. All firms are to remove inflation factor from labor rates. Rate shown on Exhibit B's are to be present maximum rates. Since this could extend for 5 years the contract (BCF 220) will include language for salary increases due to inflation.
- B. Exhibit B's are not to be modified. Adding wording, such as "Contract" to existing headings will not be acceptable.

#### 2. Carollo Engineers

- A. A discussion was held concerning Carollo's 2013 FAR provided, as the County Agreement requires a FAR to be less than 180 days old. Carollo indicated that the 2014 FAR was being prepared, but would not be completed until April. Carollo also stated that preliminary numbers indicated that the 2014 far would be 3 to 4 points lower than the 2013 FAR of 1.95. It was agreed that a 1.91 factor, for overhead and benefits, would be used in calculating a multiplier. This value would be confirmed when the completed 2014 FAR was provided to the County. It was made clear to all parties that should the actual FAR be higher than 1.91 the multiplier would not be adjusted up. However, should the actual FAR be lower, the multiplier would be adjusted down, maintaining the negotiated profit.

Prior to this meeting Carollo provided a table showing employees proposed for this project, job titles and present hourly rates to clarify previously submitted Exhibit B's. The previously submitted Exhibit B had a title, Senior Specialist, which does not appear on this new information. Carollo will review the information provided in the Exhibit B, incorporating the recently submitted titles, deleting titles which do not exist and adding actual payroll positions which were not previously included, but have not been included.

- B. Profit: County and Carollo agreed to a 5.5% profit.
  - C. Multiplier: Based on the above a multiplier was developed as follows:  
Direct labor + Overhead & Benefits (1.91) X Profit (5.5%) = 3.07
  - D. Ms. Chapman advised that if the proposed multiplier and profit are above 3.00 and 10%, respectively, on their Exhibit B for this project, then the Consultant needs to submit a letter of explanation.
3. Chen Moore & Assoc.
- A. A previously submitted FAR included a 15% profit. After discussion, Mr. Moore agreed to accept at 10% profit. This provides Chen Moore with a 2.72 multiplier.
  - B. Firm was requested to confirm that rates provided on the revised FAR were present rates.
4. Stoner & Assoc.
- A. A previously submitted FAR included a 12% profit. Prior to this meeting Stoner had agreed to accept at 10% profit. This provides Stoner with a 2.47 multiplier.
  - B. Firm was requested to confirm that rates provided on the revised FAR were present rates.
5. Professional Services Industries (PSI)
- A. All though PSI had previously submitted a Waiver Request, claiming they did not have a FAR, the County Auditor requested a FAR for the labor rates submitted. Carollo will request from PSI a FAR or confirm that one does not exist.
  - B. Carollo was requested to discuss with PSI the rates proposed for conducting BacT testing.
  - C. Carollo was requested to confirm that all rates for testing, charged on an each basis, were inclusive and included labor, materials and transportation to and from the site. Minimums can be footnoted.
  - D. It appeared that some tests included in PSI's Exhibit A were not pertinent to Carollo's scope of work. Carollo will review Attachment A and revise as necessary.
6. Other Issues
- A. Prior to the next meeting Carollo was requested to provide a Scope of Work and fee proposal.
  - B. Mr. Gabriel suggested that Carollo look at adding a utility contractor to uncover unidentified objects located using ground penetrating radar. This work should include tapping pipelines identified as abandoned to determine if they actually are.

Meeting Adjourned at 3:00 p.m.

## SIGN IN SHEET

### Broward County Water and Wastewater Services Division

**Negotiation Meeting Engineering Services for Potable Water Storage tanks and Pumping Systems with Carollo Engineers – RFP No. R1220410P1**

**Meeting Date: Tuesday, January 27, 2015**

**Meeting Time: 2:00 p.m.**

**Meeting Place: Building #1 First Floor Board Conference Room**

| ATTENDEES | Organization | TELEPHONE | Email |
|-----------|--------------|-----------|-------|
|-----------|--------------|-----------|-------|

|                                 |     |              |                      |
|---------------------------------|-----|--------------|----------------------|
| Mark A. Gabriel, P.E. <i>mg</i> | WWS | 954-831-0982 | mgabriel@broward.org |
|---------------------------------|-----|--------------|----------------------|

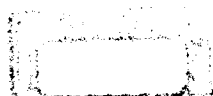
|                    |                      |              |                      |
|--------------------|----------------------|--------------|----------------------|
| Jacqueline Chapman | WWS/ <i>purchase</i> | 954-357-7996 | Jchapman@broward.org |
|--------------------|----------------------|--------------|----------------------|

|              |         |              |                       |
|--------------|---------|--------------|-----------------------|
| LIZ FUKUKAWA | CAROLLO | 954-837-0300 | LFUKUKAWA@CAROLLO.COM |
|--------------|---------|--------------|-----------------------|

|              |   |              |                      |
|--------------|---|--------------|----------------------|
| TON GILLOUGH | " | 954-837-0030 | tgillogh@carollo.com |
|--------------|---|--------------|----------------------|

|             |            |                   |                      |
|-------------|------------|-------------------|----------------------|
| PETER MOORE | LUEN MOORE | 954-330-0709 x104 | pmoore@luenmoore.com |
|-------------|------------|-------------------|----------------------|

|                         |            |              |  |
|-------------------------|------------|--------------|--|
| MITCH COHEN (TELE CONF) | PURCHASING | 954-357-5517 |  |
|-------------------------|------------|--------------|--|





Our Best.  
Nothing Less.

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

**MEMORANDUM**

**DATE:** July 1, 2014

**TO:** Jacqueline A. Chapman, Purchasing Agent II  
Purchasing Division

**THRU:** Sandy-Michael McDonald, Director *SMC*  
Office of Economic and Small Business Development

**FROM:** Christopher L. Atkinson, Assistant Director *CA*  
Office of Economic and Small Business Development

**SUBJECT:** RFP No. R1220410P1- Engineering Services for Potable Water Storage Tank and Pumping Systems

The Request for Proposal (RFP) was advertised with an established 17% County Business Enterprise (CBE) participation goal. There were three (3) submittals for this RFP. According to the language in the RFP, in the initial response, responders must submit a CBE Letter(s) of Intent confirming their commitment to the 17% CBE participation goal as established. An overview is provided as follows:

**Met the CBE Requirements:**

| <u>Firm</u>                                    | <u>Category</u> | <u>Percentage</u> |
|--|-----------------|-------------------|
| <b>Carollo Engineers, Inc. (Prime)</b>         |                 |                   |
| Chen and Associates Consulting Engineers, Inc. | CBE             | 17.00%            |
| Stoner & Associates, Inc.                      | CBE             | <u>1.00%</u>      |
| <b>Total:</b>                                  |                 | <b>18.00%</b>     |
| <br>   |                 |                   |
| <b>MWH Americas (Prime)</b>                    |                 |                   |
| CES Consultants, Inc.                          | CBE             | 18.00%            |
| Stoner & Associates, Inc.                      | CBE             | <u>3.00%</u>      |
| <b>Total:</b>                                  |                 | <b>21.00%</b>     |

RFP No. R1220410P1- Engineering Services for Potable Water Storage Tank and Pumping Systems  
County Business Enterprise (CBE) Participation Review Page 2

| <b>REISS Engineering, Inc. (Prime)</b> | <b><u>Category</u></b> | <b><u>Percentage</u></b> |
|--|------------------------|--------------------------|
| Cartaya & Associates Architects, P.A.  | CBE                    | 3.00%                    |
| Curtis & Rodgers Design Studio, Inc.   | CBE                    | 1.00%                    |
| S & D Engineering and Construction     | CBE                    | 10.00%                   |
| Team Surveying Solutions               | CBE                    | <u>3.00%</u>             |
| <b>Total:</b>                          |                        | <b>17.00%</b>            |

**Compliance Comments:**

Carollo Engineers, Inc., MWH Americas and REISS Engineering, Inc. submitted all the required information within the specified time frame; therefore, they are deemed compliant with the CBE program requirements of the solicitation.

cc: James Vose Jr., Small Business Development Specialist, OESBD  
Mark A. Gabriel P.E., Engineer IV, WWS  
Nadja Horton, Construction Management Specialist, WWS

WWED / CPM TRACKING FORM

DOC TYPE AG SC WED 062915\*37 PROJECT # 9058/9198/9154/9157  
 RQS WED 013114\*3L \$ 244,752 + 90 DAYS PROJECT NAME Consulting Services for Potable Water Storage Tanks and Pumping Systems  
 CONTRACT Carollo PROJ MJR RN CONS/CONT Carollo Engineers Inc

| DATES    |             |             |              |          | INSURANCE     | BUDGET AVAILABLE |            |   | REMARKS |
|----------|-------------|-------------|--------------|----------|---------------|------------------|------------|---|---------|
| REC'D    | TO PROJ MGR | RQS ENTERED | APROVED WWED | PKG ASSM | TO PW&TD/ PUR | SC ISSUED        | Rec'd WWED |   |         |
| 05/01/15 |             |             |              |          |               |                  |            | Exhibits need modifications                                   |         |
| 05/20/15 |             |             |              |          |               |                  |            | AL Di Calvo OKayed Agreement/sent to Consultant for signature |         |
| 05/21/15 |             |             |              |          |               |                  |            | Hand deliver to Risk, County Att.                             |         |
| 05/21/15 |             |             |              |          |               |                  |            | RQS modification to reflect Agreement Amount                  |         |
| 06/23/15 |             |             |              |          |               |                  |            | Agreement Award 06/23/15 AI 52                                |         |
| 07/08/15 |             |             |              |          |               |                  |            | Received P.O. 07/06/15  |         |
|          |             |             |              |          |               |                  |            | Distribution - File   |         |
|          |             |             |              |          |               |                  |            | Post Award Activities done                                    |         |
|          |             |             |              |          |               |                  |            |   |         |
|          |             |             |              |          |               |                  |            |   |         |
|          |             |             |              |          |               |                  |            |   |         |
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