

A G R E E M E N T

Between

BROWARD COUNTY

and

CDM SMITH INC.

for

CONTINUING ENGINEERING SERVICES FOR
WATER TREATMENT AND RAW WATER PRODUCTION SYSTEMS
FOR
BROWARD COUNTY WATER AND WASTEWATER ENGINEERING DIVISION

IN BROWARD COUNTY, FLORIDA

RLI# R1025211R1

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 DEFINITIONS AND IDENTIFICATIONS	2
2 PREAMBLE.....	3
3 TERM; SCOPE OF SERVICES	3
4 WORK AUTHORIZATIONS; TIME FOR PERFORMANCE.....	5
5 COMPENSATION AND METHOD OF PAYMENT	7
6 ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES.....	12
7 COUNTY'S RESPONSIBILITIES	12
8 INSURANCE	13
9 EEO AND CBE COMPLIANCE	15
10 MISCELLANEOUS.....	19
EXHIBIT "A" SALARY COSTS	
EXHIBIT "B" LETTER OF INTENT (FORM)	
EXHIBIT "B-1" SCHEDULE OF SUBCONSULTANTS	
EXHIBIT "C" [NOT USED]	
EXHIBIT "D-1" WORK AUTHORIZATION FORM (Contract Administrator Approval Level)	
EXHIBIT "D-2" WORK AUTHORIZATION FORM (Director of Purchasing Approval Level)	
EXHIBIT "D-3" WORK AUTHORIZATION FORM (County Commission Approval Level)	

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

AND

CDM SMITH INC., a foreign corporation, authorized to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H

WHEREAS, COUNTY issued RLI No. R1025211R1 for continuing engineering services for water treatment and raw water production systems; and

WHEREAS, CONSULTANT represents that it is experienced in providing full range of professional engineering services related to the rehabilitation, modification, expansion, addition, and/or repair of water treatment and raw water production systems; and

WHEREAS, COUNTY wishes to engage CONSULTANT to provide continuing engineering services for water treatment and raw water production systems; and

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

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **Contract Administrator**: The Director of the Broward County Water and Wastewater Engineering Division, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform construction work related to the work or services that is the subject of the Work Authorization.
- 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 notice to proceed with the work or services issued by the Contract Administrator.

- 1.9 **Project**: The Project consists of the rehabilitation, modification, expansion, addition, and/or repair of existing and proposed water treatment and raw water production systems in which construction costs do not exceed Two Million Dollars. The Consultant will be providing continuing professional engineering consulting services as set forth in Section 3.2 of this Agreement.
- 1.10 **Subconsultant**: A firm, partnership, corporation or combination thereof having a direct contract with CONSULTANT for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.
- 1.11 **Work Authorization**: The formal document by which COUNTY accepts CONSULTANT's proposal and CONSULTANT indicates a willingness to perform same for the terms and under the conditions specified in this Agreement and the applicable Work Authorization.

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

ARTICLE 3 TERM; SCOPE OF SERVICES

- 3.1 The initial term of this Agreement shall be for a period of two (2) years from the date this Agreement is executed by both parties, with the option of three (3) consecutive one (1) year extensions. The decision to exercise each of the extension options shall be at the sole discretion of the Director of Purchasing.

CONSULTANT shall be notified in writing of the exercise of the optional extensions at least sixty (60) days prior to the expiration of the then current term. If the term (whether initial or any extensions) of this Agreement, or any Work Authorization issued thereon, extends beyond a single fiscal year of COUNTY, the continuation of this Agreement or any Work Authorization beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

- 3.2 CONSULTANT's services shall consist of the services set forth in a Work Authorization, as described in Article 4. The scope of services in a Work Authorization may include any one or combination of the following: providing full range of professional engineering services necessary and related to pre-design, design, permitting, negotiations with municipality/environmental regulatory agencies, bid/award, preparing construction documents, and providing engineering services during construction of the Projects. CONSULTANT shall provide all services as set forth in a Work Authorization, including all necessary, incidental, and related activities and services required by a Work Authorization and contemplated in CONSULTANT's level of effort.
- 3.3 CONSULTANT and COUNTY acknowledge that the Scope of Services made part of the Work Authorizations does not delineate every detail or minor work task required to be performed by CONSULTANT to complete a Work Authorization. If, during the course of the performance of the services included in a Work Authorization, CONSULTANT determines that work should be performed to complete the Work Authorization 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 first 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 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.
- 3.4 CONSULTANT shall pay its CBE subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work and pay all other subconsultants, subcontractors, and suppliers, within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from CBE subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from COUNTY. For all other subconsultants, subcontractors, or suppliers, CONSULTANT agrees that if it withholds an amount as retainage from such subconsultants, subcontractors, or

suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.

- 3.5 CONSULTANT acknowledges and agrees that COUNTY is not obligated to utilize the services of CONSULTANT for any projects during the term of this Agreement and may freely contract with other consultants for the same or related services.

ARTICLE 4
WORK AUTHORIZATIONS; TIME FOR PERFORMANCE

- 4.1 Any services to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized in writing by a Work Authorization. Each Work Authorization shall be in the appropriate form (similar to the samples attached hereto as Exhibits "D-1," "D-2," and "D-3"), shall be dated and serially numbered, and shall contain, at a minimum, the following information and requirements:
- 4.1.1 A description of the work and services to be undertaken as set forth in Section 3.2 above (which description must specify in detail the individual tasks and other activities to be performed by, and related deliverables due from, the CONSULTANT), and a reference to this Agreement pursuant to which the Work Authorization is authorized.
 - 4.1.2 The amount and method of compensation payable to CONSULTANT pursuant to Article 5 below, including the amount of retainage to be withheld, if applicable, as determined in the sole discretion of COUNTY or the Contract Administrator as set forth in Section 4.2, below. This shall be based upon budget information provided by CONSULTANT showing sufficient detail so as to identify the various elements of costs.
 - 4.1.3 A time period setting forth the Time for Performance for the completion of the work and services undertaken by CONSULTANT or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement and the scope of the work and services outlined in the Work Authorization.
 - 4.1.4 CBE goals, if applicable, as determined in accordance with and pursuant to Article 9. CONSULTANT shall provide a completed Letter of Intent (in a form similar to Exhibit "B," as approved by the Broward County Office of Economic and Small Business Development).
 - 4.1.5 Liquidated damages, if applicable, as determined in the sole discretion of COUNTY or the Contract Administrator, should CONSULTANT fail to complete all or a portion of a Work Authorization on or before the Time for Performance.

- 4.1.6 Any other additional instructions or provisions relating to the work to be performed pursuant to each Work Authorization.
- 4.2 CONSULTANT shall perform the services as described in each Work Authorization within the time periods specified therein; said time periods shall commence from the date of the Notice to Proceed for such services.
 - 4.2.1 In the event CONSULTANT is unable to complete the authorized services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all known facts and details related to the delay.
 - 4.2.2 Any extension of time for completion of the services or additional compensation beyond what is set forth in each Work Authorization shall be authorized according to Section 4.4, below.
- 4.3 Subsequent to COUNTY issuing a Work Authorization, Contract Administrator will issue a Notice to Proceed (NTP). CONSULTANT shall not commence any work or services until after receipt of the Contract Administrator's NTP.
- 4.4 Each Work Authorization and any amendment thereto, for any work or services to be performed by CONSULTANT under the terms of this Agreement, shall be authorized by COUNTY in one of the following manners:
 - 4.4.1 Any Work Authorization that will cost COUNTY Thirty Thousand Dollars (\$30,000) or less may be signed by the Contract Administrator and CONSULTANT, using the Work Authorization form provided by COUNTY for that purpose.
 - 4.4.2 Any Work Authorization that will cost COUNTY more than Thirty Thousand Dollars (\$30,000) but not more than One Hundred Thousand Dollars (\$100,000) may be signed by COUNTY's Purchasing Director and CONSULTANT.
 - 4.4.3 Work Authorizations within the Purchasing Director's delegated authority shall be prepared using the Work Authorization form provided by COUNTY for that purpose. Any Work Authorization above the COUNTY's Purchasing Director's authority must be approved by the Board and shall

be prepared using the Work Authorization form provided by COUNTY for that purpose.

- 4.4.4 Any charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by Contract Administrator, Purchasing Director, or Board as follows: Contract Administrator may sign in instances where the cumulative total of the modifications (the amount approved in the original Work Authorization plus the modifications thereto) does not exceed Thirty Thousand Dollars (\$30,000.00). COUNTY's Purchasing Director may sign in instances where the cumulative total of the modifications does not exceed the Purchasing Director's approval authority delegated by Board. Board shall sign in those instances where the cumulative total of the modifications exceeds the Purchasing Director's approval authority. Notwithstanding anything contained in this subsection, CONSULTANT's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval as outlined above.
- 4.4.5 Extension of Time. For all Work Authorizations issued under this Agreement, where an extension of time is necessary, the Contract Administrator is authorized to execute and approve amendments to the Work Authorization provided such amendment is limited to an extension of time.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

- 5.1 AMOUNT AND METHOD OF COMPENSATION. The total yearly cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT shall be limited to One Million Dollars (\$1,000,000) for each year of the initial two (2) year period beginning on the date this Agreement is fully executed by both parties, and any extensions exercised under Article 3. The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following methods.
- 5.1.1 Maximum Amount Not-To-Exceed Compensation. This method of compensation is that of "maximum amount not-to-exceed," which means that CONSULTANT shall perform all services set forth in the Work Authorization for total compensation in the amount of or less than that stated in the Work Authorization. Total compensation shall be comprised of Salary Costs as described in Section 5.2 and Reimbursables as described in Section 5.3.
- 5.1.2 Lump Sum Compensation. This method of compensation is that of "Lump Sum," which means that CONSULTANT shall perform all services set forth

in the Work Authorization for total compensation in the amount stated in the Work Authorization.

- 5.1.3 If the method of compensation between COUNTY and CONSULTANT is a maximum amount not-to-exceed and CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other subconsultant fees using the employee categories for Salary Costs on Exhibit "A" as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.
- 5.2 SALARY COSTS. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall factor of 3.07, which consists of the following: 1) a fringe benefits factor of 35.75%; 2) an overhead factor of 139.75%; and 3) an operating profit margin of 11.50%. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within ninety (90) days after CONSULTANT's just completed fiscal year. 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 "A" 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 "A" for the CONSULTANT or any subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit.
- 5.2.3 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 "A," attached hereto.

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

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061, Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices.

CONSULTANT's field office at the Project site is not considered a permanent office.

- d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.
- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

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

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

5.4 METHOD OF BILLING

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

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to a Work Authorization. These billings shall identify the Work Authorization and Notice-to-Proceed (NTP) Number, the specific task(s) or subtask(s), 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 and subtask basis, so that total hours and costs by task and subtask 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 Work Authorization and Notice-to-Proceed (NTP) Number, the specific tasks and subtasks, the nature of the work performed, and the estimated percent of work accomplished for each task and subtask. Billings for each task shall not exceed the amounts allocated to said task. 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 and subtask 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. If the work assigned in the Work Authorization involves phased tasks or deliverables, then COUNTY shall pay CONSULTANT ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phased task or deliverable are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the work is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phased task or deliverable 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 related services.

5.5.2 Upon CONSULTANT's satisfactory completion of each Work Authorization 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:

CDM SMITH INC.
15050 Collections Center Drive
Chicago, Illinois 60693

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 a Work Authorization. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of a Work Authorization including the initiation of any Additional Services.
- 6.2 Costs of Additional Services identified by the Contract Administrator during the life of a Work Authorization and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by an amendment to a Work Authorization shall include a required completion deadline for CONSULTANT's performance of those additional services.
- 6.3 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1, above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

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 any work resulting from this Agreement.

- 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 a Work Authorization of CONSULTANT and respond in writing with any comment within the time set forth on the approved Work Authorization Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8
INSURANCE

- 8.1 To ensure the indemnification obligation contained in Section 10.7 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect COUNTY and the Board by naming Broward County as an additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 8.2.1 Professional Liability Insurance with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) aggregate. Any deductible amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for each claim. Certificate of insurance shall indicate the policy deductible. **CONSULTANT shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**
- 8.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws.

Policy shall include Employer's Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident.

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

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

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

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

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

- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to,

deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.

- 8.5 COUNTY is to be expressly included as an Additional Insured in the name of Broward County with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names COUNTY as an additional insured.

ARTICLE 9
EEO AND CBE COMPLIANCE

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

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

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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

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

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

- 9.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONSULTANT understands that each CBE firm utilized on work resulting from this Agreement to meet the cumulative participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established overall goal for work resulting from this

Agreement, CONSULTANT agrees to meet the following CBE cumulative participation goal:

Total CBE Goal	25%
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CONSULTANT may not terminate for convenience a certified CBE firm listed as a subcontractor in the CONSULTANT's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. CONSULTANT shall inform COUNTY immediately when a CBE firm is not able to perform or if CONSULTANT believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONSULTANT to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONSULTANT shall with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

- 9.4 CONSULTANT shall incorporate and identify in each Work Authorization issued under this Agreement, by use of the Letter of Intent (Exhibit "B"), CONSULTANT's participating CBE firms, addresses, scope of work, and the percentage of work amounts. Upon execution of this Agreement or each Work Authorization by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
- 9.5 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to CONSULTANT's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONSULTANT's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.
- 9.6 CONSULTANT understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONSULTANT shall report monthly regarding compliance with its CBE obligations in accordance with Section 5.4 of this Agreement.

- 9.7 In the event of CONSULTANT's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONSULTANT:
- 9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.
- 9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONSULTANT, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONSULTANT and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.
- 9.7.3 Nothing under this Section 9.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.
- 9.8 Nonpayment of a CBE subconsultant, subcontractor or supplier as required by Section 3.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subconsultant, subcontractor or supplier. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.8 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor or supplier.
- 9.9 If CONSULTANT fails to comply with the requirements of this Agreement or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

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

10.2 TERMINATION

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement or any Work Authorization issued under 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 or Work Authorization, as the case may be, on behalf of COUNTY. This Agreement or any Work Authorization issued under this Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this

Agreement or Work Authorization. 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 any Work Authorization issued under this Agreement may also be terminated by the Board:

- 10.2.2.1 Upon the disqualification of CONSULTANT as a CBE by COUNTY's Director of the Office of Economic and Small Business Development if CONSULTANT's status as a CBE was a factor in the award of this Agreement 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 or any Work Authorization issued under this Agreement for convenience.

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

10.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONSULTANT's and its subconsultants and subcontractors' records, CONSULTANT and its subconsultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subconsultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

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

10.4 PUBLIC ENTITY CRIME ACT

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

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

10.5 SUBCONSULTANTS

10.5.1 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. Where CONSULTANT's

failure to use subconsultant results in CONSULTANT's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit "B-1," Schedule of Subconsultants attached hereto and made a part hereof.

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

10.6 ASSIGNMENT AND PERFORMANCE

10.6.1 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 undertaken pursuant to this Agreement except as authorized pursuant to Section 10.5 or agreed to in each Work Authorization in accordance with Article 4 and Section 9.2. COUNTY shall have the right to terminate this Agreement or any Work Authorizations issued under this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any Work Authorization or any right or interest herein by CONSULTANT without COUNTY's written consent.

10.6.2 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.

10.6.3 CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided

to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.7 INDEMNIFICATION OF COUNTY

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

10.8 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

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

10.9 ALL PRIOR AGREEMENTS SUPERSEDED

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

10.10 AMENDMENTS

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

10.11 NOTICES

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

FOR COUNTY:

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

FOR CONSULTANT:

CDM SMITH INC.
6365 Northwest 6th Way, Suite 200
Fort Lauderdale, Florida 33309

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

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

10.13 INTERPRETATION

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

such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.14 CONSULTANT'S STAFF

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

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

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

10.15 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with 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.

10.16 [Intentionally Left Blank.]

10.17 INDEPENDENT CONTRACTOR

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

10.18 THIRD PARTY BENEFICIARIES

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

10.19 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

10.20 CONTINGENCY FEE

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

10.21 MATERIALITY AND WAIVER OF BREACH

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

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

any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.22 COMPLIANCE WITH LAWS

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

10.23 SEVERANCE

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

10.24 JOINT PREPARATION

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

10.25 PRIORITY OF PROVISIONS

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

10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.27 INCORPORATION BY REFERENCE

The attached Exhibits "A," "B," "B-1," "D-1," "D-2," and "D-3" are incorporated into and made a part of this Agreement.

10.28 [Intentionally Left Blank.]

10.29 PAYABLE INTEREST

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

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.30 REPRESENTATION OF AUTHORITY

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

10.31 MULTIPLE ORIGINALS

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

10.32 DOMESTIC PARTNERSHIP REQUIREMENT

CONSULTANT certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of CONSULTANT to comply shall be a material breach of the Agreement, entitling


COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due CONSULTANT until CONSULTANT complies; (2) termination of the Agreement; and (3) suspension or debarment of CONSULTANT from doing business with COUNTY.

(Remainder of This Page Is Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14th day of January, 2014, and CDM SMITH INC., signing by and through its vice president, duly authorized to execute same.

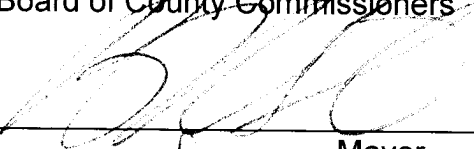
COUNTY

ATTEST:



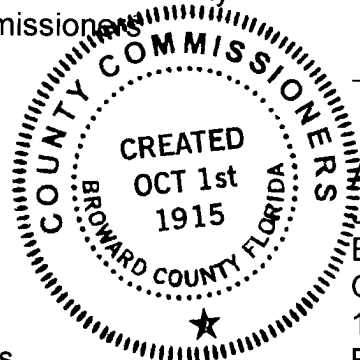
Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By 

Mayor

14th day of January, 2014



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

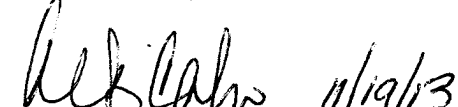
Insurance requirements
approved by Broward County
Risk Management Division

By 

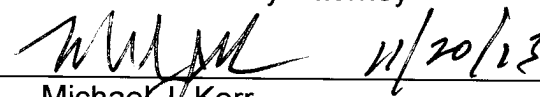
Signature (Date)
Risk Management Division

Jacqueline A. Binns

Print Name and Title above
Risk Insurance and
Contracts Manager

By 

Al A. DiCalvo (Date)
Assistant County Attorney



Michael J. Kerr
Chief Trial Counsel

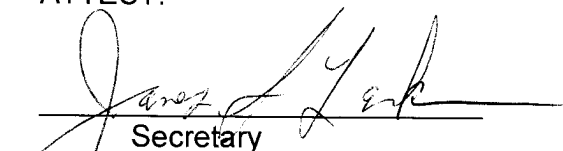
AAD
7/8/13; 8/1/13; 9/6/13; 9/10/13; 11/5/13
CDMSmith-WaterTreat&RWProdSys(RLI-R1025211R1)_v2Final-110513.a01
#12-077.09


AGREEMENT BETWEEN BROWARD COUNTY AND CDM SMITH INC. FOR CONTINUING ENGINEERING SERVICES FOR WATER TREATMENT AND RAW WATER PRODUCTION SYSTEMS FOR BROWARD COUNTY WATER AND WASTEWATER ENGINEERING DIVISION

CONSULTANT

ATTEST:

CDM SMITH INC.

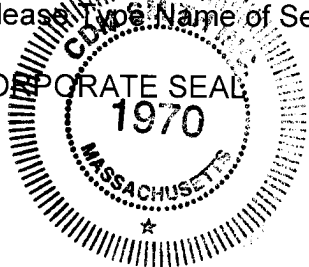

Secretary

By 
Vice President

James S. Luchman
(Please Type Name of Secretary)

Jeffrey W. Nash
(Please Type Name of Vice President)

CORPORATE SEAL



7th day of November, 2013.

Professional Services Agreement

EXHIBIT A

SALARY COSTS

CDM Smith Inc.

Project No: RLI No. R1025211R1 – Category 2
 Project Title: Water and Wastewater Treatment, Distribution and Collection System
 Facility Name: Water Treatment and Raw Water Production Systems

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	OVER-HEAD AT 139.75% (\$/HR)	+	FRINGE AT 35.75% (\$/HR)	+	PROFIT AT 11.50% (\$/HR)	=	MAXIMUM BILLING RATE (\$/HR)
Professional Services:									
Officer	105.00		146.74		37.54		33.27		322.55
Principal/Associate	85.00		118.79		30.39		26.93		261.11
Senior Professional	65.00		90.84		23.24		20.59		199.67
Professional II	45.00		62.89		16.09		14.26		138.24
Professional I	40.00		55.90		14.30		12.67		122.87
Professional Support Services:									
Senior Support Services	63.00		88.04		22.52		19.96		193.52
Staff Support Services	38.00		53.11		13.59		12.04		116.74
Field Services:									
Senior Professional	60.00		83.85		21.45		19.01		184.31
Professional	35.00		48.91		12.51		11.09		107.51
Project Support Services:									
Project Administration	53.00		74.07		18.95		16.79		162.81

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD %

FRINGE (\$/HR) = HOURLY RATE X FRINGE %

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

THE MULTIPLIER (CDM Smith Inc.) is 3.07

Professional Services Agreement

EXHIBIT A

SALARY COSTS

McCafferty Brinson Consulting, LLC

Project No: RLI No. R1025211R1 – Category 2
Project Title: Water and Wastewater Treatment, Distribution and Collection System
Facility Name: Water Treatment and Raw Water Production Systems

TITLE	FIXED HOURLY RATE (\$/HR)
Professional Services:	
Principal Engineer	200.00
Senior Engineer	160.00
Project Engineer	115.00
Engineer Intern	85.00
CAD Designer	70.00
Project Administrator	50.00
Field Representative	115.00

Note: These rates were established in accordance with Section 5.2.3 of the Agreement, utilizing rates that were comparable to other subconsultant performing similar work for WWS.

Professional Services Agreement

EXHIBIT A

SALARY COSTS
CES Consultants, Inc.

Project No: RLI No. R1025211R1 – Category 2
 Project Title: Water and Wastewater Treatment, Distribution and Collection System
 Facility Name: Water Treatment and Raw Water Production Systems

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	OVER-HEAD AT 111.07% (\$/HR)	+	FRINGE AT 64.53% (\$/HR)	+	PROFIT AT 8.50% (\$/HR)	=	MAXIMUM BILLING RATE (\$/HR)
Principal	84.13		93.45		54.29		19.71		251.58
Project Manager	60.82		67.55		39.25		14.25		181.87
Resident Engineer	55.29		61.41		35.68		12.95		165.33
Engineer	45.41		50.43		29.30		10.64		135.78
Program Controls Engineer	63.20		70.20		40.79		14.81		189.00
Office Engineer	27.16		30.17		17.53		6.36		81.23
Construction Manager	72.12		80.10		46.54		16.89		215.64
Inspector	43.27		48.06		27.92		10.14		129.39
CAD Operator	34.88		38.74		22.51		8.17		104.31
Document Controls Specialist	30.85		34.27		19.91		7.23		92.26
Clerk	16.78		18.64		10.83		3.93		50.18
Secretary	20.97		23.29		13.53		4.91		62.71

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD %

FRINGE (\$/HR) = HOURLY RATE X FRINGE %

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

THE MULTIPLIER (CES Consultants, Inc.) is

2.99

Professional Services Agreement

EXHIBIT A

SALARY COSTS

Keith and Associates, Inc.

Project No: RLI No. R1025211R1 – Category 2
 Project Title: Water and Wastewater Treatment, Distribution and Collection System
 Facility Name: Water Treatment and Raw Water Production Systems

TITLE	MAXIMUM HOURLY RATE (\$/HR)	+	OVER-HEAD AT	+	FRINGE AT	+	PROFIT AT	=	MAXIMUM BILLING RATE (\$/HR)
			135.60% (\$/HR)		30.15% (\$/HR)		12.00% (\$/HR)		
Project Manager	62.50		84.75		18.84		19.93		186.03
Senior Engineer	55.00		74.58		16.58		17.54		163.70
Project Engineer	40.00		54.24		12.06		12.76		119.06
CADD Technician	20.00		27.12		6.03		6.38		59.53
Senior Surveyor	50.00		67.80		15.08		15.95		148.82
Surveyor	40.00		54.24		12.06		12.76		119.06
Survey Crew - 2 Man	38.00		51.53		11.46		12.12		113.10
Survey Crew - 3 Man	54.00		73.22		16.28		17.22		160.73
Survey Crew - 4 Man	66.00		89.50		19.90		21.05		196.44
Landscape Architect	30.00		40.68		9.05		9.57		89.29
Arborist	40.00		54.24		12.06		12.76		119.06
Technician / GIS Specialist	35.00		47.46		10.55		11.16		104.17
CEI Inspector	32.00		43.39		9.65		10.20		95.24
CEI Senior Inspector	45.00		61.02		13.57		14.35		133.94
Administrative I	20.00		27.12		6.03		6.38		59.53
Senior Utility Coordinator	50.00		67.80		15.08		15.95		148.82
Utility Coordinator	30.00		40.68		9.05		9.57		89.29
Utility Technician	20.00		27.12		6.03		6.38		59.53
Subsurface Designation - 2 Man							HOURLY		\$200.00
Vacuum Excavations Pervious							EACH		\$290.00
Vacuum Excavations Impervious							EACH		\$440.00
Maintenance of Traffic (SUE/Survey)							DAILY		\$150.00

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD %

FRINGE (\$/HR) = HOURLY RATE X FRINGE %

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

THE MULTIPLIER (Keith and Associates, Inc.) is 2.98

Professional Services Agreement

EXHIBIT A

SALARY COSTS

Thompson & Associates, Inc.

Project No: RLI No. R1025211R1 – Category 2
Project Title: Water and Wastewater Treatment, Distribution and Collection System
Facility Name: Water Treatment and Raw Water Production Systems

TITLE	FIXED HOURLY RATE (\$/HR)
Principal	200.00
Project Manager	160.00
Senior Engineer	175.00
Professional Engineer	125.00
Field Engineer	120.00
Staff Engineer	100.00
Engineer Intern	90.00
CAD Technician	80.00

Note: These rates were established in accordance with Section 5.2.3 of the Agreement, utilizing rates that were comparable to other subconsultant performing similar work for WWS.

EXHIBIT B



Attachment "B" - Letter of Intent CBE

(RESPONSIVE CRITERIA FORM)

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): CDM Smith Inc.

Firm Address: 6365 N.W. 6th Way, Suite 200, Fort Lauderdale, FL 33309

Project Description: Water and Wastewater Treatment, Distribution, and Collection System - Category 2: Water Treatment and Raw Water Production Systems

In response to Broward County's RLI/Bid No. R1025211R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: McCafferty Brinson Consulting, LLC

Address of CBE Firm: 633 South Andrews Avenue, Suite 203, Fort Lauderdale, FL 33301

Expiration of CBE Certification 10/13/2013 Projected CBE Work Assignment (description of work assignment): Water Systems Process Design

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 12%
(Dollar Amt or Percentage %)

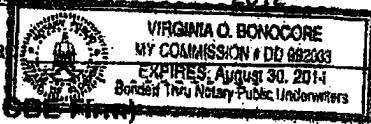
[Signature]
(Signature of Owner or Authorized Rep. Prime)

December 13, 2012
(Date)

Print Name (owner or authorized Rep. Prime): Jonathan Z. Goldman, P.E., BCEE

Subscribed and sworn to before me this 13th day of December, 2012

Notary's Signature [Signature] Notary Seal:



(Acknowledgement by the Proposed CBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one) LLC, an individual, a partnership, a corporation, a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct

[Signature]
(Signature of Owner or Authorized Rep. CBE)

12/17/12
(Date)

Print Name (owner or authorized Rep. Prime): _____

Subscribed and sworn to before me this 17 day of DECEMBER, 2012

Notary's Signature [Signature] Notary Seal:

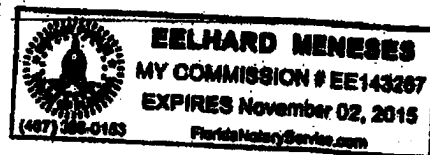




EXHIBIT B

Attachment "B" - Letter of Intent CBE

(RESPONSIVE CRITERIA FORM)

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): CDM Smith Inc.

Firm Address: 6365 N.W. 6th Way, Suite 200, Fort Lauderdale, FL 33309

Project Description: Water and Wastewater Treatment, Distribution, and Collection System -
Category 2: Water Treatment and Raw Water Production Systems

In response to Broward County's RLI/Bid No. R102521R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: CES Consultants, Inc.

Address of CBE Firm: 14361 Commerce Way, Miami Lakes, FL 33016

Expiration of CBE Certification 2/23/2014 Projected CBE Work Assignment (description of work assignment): Civil Engineering/Geotechnical

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 6%
(Dollar Amt or Percentage %)

[Signature] December 13, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Jonathan Z. Goldman, P.E., BCEE

Subscribed and sworn to before me this 13th day of December

Notary's Signature [Signature] Notary Seal:

(Acknowledgement by the Proposed CBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] 12-19-12
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. Prime): Rudy M. Ortiz, P.E., BCEE

Subscribed and sworn to before me this 19th day of December 20 12

Notary's Signature [Signature] Notary Seal:

Attachment "B" - Letter of Intent CBE

(RESPONSIVE CRITERIA FORM)

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): CDM Smith Inc.

Firm Address: 6365 N.W. 6th Way, Suite 200, Fort Lauderdale, FL 33309

Project Description: Water and Wastewater Treatment, Distribution, and Collection System - Category 2: Water Treatment and Raw Water Production Systems

In response to Broward County's RLI/Bid No. R1025211R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Keith and Associates, Inc.

Address of CBE Firm: 301 East Atlantic Boulevard, Pompano Beach, FL 33060

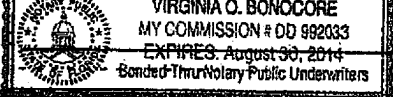
Expiration of CBE Certification 9/21/2013 Projected CBE Work Assignment (description of work assignment): Surveying/SUE/Landscape Architecture

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 5%
(Dollar Amt or Percentage %)

[Signature] December 13, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Jonathan Z. Goldman, P.E., BCEE

Subscribed and sworn to before me this 13th day of December, 2012

Notary's Signature [Signature] Notary Seal: 

(Acknowledgement by the Proposed CBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] 12-19-12
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. Prime): ELIOT LAZOWICK

Subscribed and sworn to before me this 19th day of December, 2012

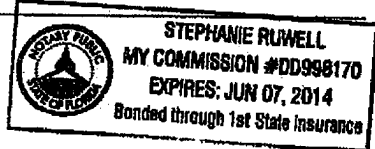
Notary's Signature [Signature] Notary Seal: 

EXHIBIT B



Attachment "B" - Letter of Intent CBE

(RESPONSIVE CRITERIA FORM)

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): CDM Smith Inc.

Firm Address: 6365 N.W. 6th Way, Suite 200, Fort Lauderdale, FL 33309

Project Description: Water and Wastewater Treatment, Distribution, and Collection System -
Category 2: Water Treatment and Raw Water Production Systems

In response to Broward County's RLI/Bid No. R1025211R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Thompson & Associates, Inc.

Address of CBE Firm: 412 SE 18th Street, Fort Lauderdale, FL 33335

Expiration of CBE Certification 1/31/2015 Projected CBE Work Assignment (description of work assignment): Civil Engineering

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 2%
(Dollar Amt or Percentage %)

[Signature] December 13, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Jonathan Z. Goldman, P.E., BCEE

Subscribed and sworn to before me this 13th day of December, 2012

Notary's Signature [Signature] Notary Seal:

(Acknowledgement by the Proposed CBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] 12-14-12
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. Prime): James Thompson, PE

Subscribed and sworn to before me this 14 day of December, 2012

Notary's Signature [Signature] Notary Seal:

Professional Services Agreement

EXHIBIT B-1

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: RLI No. R1025211R1 – Category 2
Project Title Water and Wastewater Treatment, Distribution and Collection System
Facility Name: Water Treatment and Raw Water Production Systems

No.	Firm Name	Discipline
1.	McCafferty Brinson Consulting, LLC	Water Systems Process Engineering
2	CES Consultants, Inc.	Civil Engineering/Geotechnical
3	Keith & Associates, Inc.	Survey/SUE/Landscape Architecture
4	Thompson & Associates, Inc.	Civil Engineering

EXHIBIT "D-1"

**Work Authorization No. _____
Under
Agreement between Broward County and CDM Smith Inc.
for**

1. This Work Authorization is issued pursuant to the Agreement between Broward County (hereinafter referred to as "COUNTY") and CDM Smith Inc. for Continuing Engineering Services for Water Treatment and Raw Water Production Systems (hereinafter "the Agreement"), which was approved by the Board of County Commissioners on _____.

2. This Work Authorization permits CDM Smith Inc. (hereinafter referred to as "CONSULTANT") to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation shall be as follows:

Maximum Amount Not-To-Exceed Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, and as required under the terms of the Agreement, Salary Costs as described in Section 5.2 of the Agreement, up to a maximum amount not-to-exceed \$_____ and to reimburse CONSULTANT for Reimbursables as described in Section 5.3 of the Agreement, up to a maximum amount not-to-exceed \$_____, for a total maximum amount not-to-exceed \$_____. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above.

Lump Sum Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, as required under the terms of the Agreement, a Lump Sum of \$_____. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount stated above.

3.2 Payments for this Work Authorization shall be charged against:

Budget No. _____

4. All services to be performed pursuant to this Work Authorization shall be completed within _____ calendar days of the issuance of the Notice to Proceed ("Time for Performance").

[] 4.1 If this box is checked, liquidated damages shall be applicable. In the event CONSULTANT fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth in section 4 above, CONSULTANT shall pay to COUNTY the sum of \$_____ for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service. These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and complete, the service in a timely manner pursuant to the agreed upon Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7 of the Agreement.

5. CBE Goals.

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

5.2 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (attached hereto and incorporated herein as Exhibit "B").

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

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. ____: BROWARD COUNTY, by and through its Contract Administrator, as authorized pursuant to Section 4.4 of the Agreement, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Contract Administrator

Witness

By _____

Witness

____ day of _____, 20__.

CONSULTANT

ATTEST:

CDM SMITH INC.

Corporate Secretary

By _____
President or Vice President

(SEAL)

(Print Name and Title)

____ day of _____, 20__.

9/18/12; 2/5/13
CCNAContinuingContract-Exhibit D-1_.doc

EXHIBIT "D-2"

**Work Authorization No. _____
Under
Agreement between Broward County and CDM Smith Inc.
for**

1. This Work Authorization is issued pursuant to the Agreement between Broward County (hereinafter referred to as "COUNTY") and **CDM Smith Inc.** for Continuing Services for _____ (hereinafter "the Agreement"), which was approved by the Board of County Commissioners on _____.

2. This Work Authorization permits **CDM Smith Inc.** (hereinafter referred to as "CONSULTANT") to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation shall be as follows:

Maximum Amount Not-To-Exceed Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, and as required under the terms of the Agreement, Salary Costs as described in Section 5.2 of the Agreement, up to a maximum amount not-to-exceed \$ _____ and to reimburse CONSULTANT for Reimbursables as described in Section 5.3 of the Agreement, up to a maximum amount not-to-exceed \$ _____, for a total maximum amount not-to-exceed \$ _____. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above.

Lump Sum Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, as required under the terms of the Agreement, a Lump Sum of \$ _____. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount stated above.

3.2 Payments for this Work Authorization shall be charged against:

Budget No. _____

4. All services to be performed pursuant to this Work Authorization shall be completed within _____ calendar days of the issuance of the Notice to Proceed ("Time for Performance").

[] 4.1 If this box is checked, liquidated damages shall be applicable. In the event CONSULTANT fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth in section 4 above, CONSULTANT shall pay to COUNTY the sum of \$_____ for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service. These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and complete, the service in a timely manner pursuant to the agreed upon Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7 of the Agreement.

5. CBE Goals.

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

5.2 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (attached hereto and incorporated herein as Exhibit "B").

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

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. _____ : BROWARD COUNTY, by and through its Director of Purchasing, as authorized pursuant to Section 4.4 of the Agreement, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Director of Purchasing

Witness

By _____
Director

Witness

_____ day of _____, 20____.

CONSULTANT

ATTEST:

CDM SMITH INC.

Corporate Secretary

By _____
President or Vice President

(SEAL)

(Print Name and Title)

_____ day of _____, 20____.

9/18/12; 2/5/13
CCNAContinuingContract-Exhibit D-2_.doc

EXHIBIT "D-3"

**Work Authorization No. _____
Under
Agreement between Broward County and CDM Smith Inc.
for**

1. This Work Authorization is issued pursuant to the Agreement between Broward County (hereinafter referred to as "COUNTY") and **CDM Smith Inc.** for Continuing Services for _____ (hereinafter "the Agreement"), which was approved by the Board of County Commissioners on _____.

2. This Work Authorization permits **CDM Smith Inc.** (hereinafter referred to as "CONSULTANT") to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation shall be as follows:

Maximum Amount Not-To-Exceed Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, and as required under the terms of the Agreement, Salary Costs as described in Section 5.2 of the Agreement, up to a maximum amount not-to-exceed \$_____ and to reimburse CONSULTANT for Reimbursables as described in Section 5.3 of the Agreement, up to a maximum amount not-to-exceed \$_____, for a total maximum amount not-to-exceed \$_____. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above.

Lump Sum Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, as required under the terms of the Agreement, a Lump Sum of \$_____. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount stated above.

3.2 Payments for this Work Authorization shall be charged against:

Budget No. _____

4. All services to be performed pursuant to this Work Authorization shall be completed within _____ calendar days of the issuance of the Notice to Proceed ("Time for Performance").

[] 4.1 If this box is checked, liquidated damages shall be applicable. In the event CONSULTANT fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth in section 4 above, CONSULTANT shall pay to COUNTY the sum of \$_____ for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service. These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and complete, the service in a timely manner pursuant to the agreed upon Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7 of the Agreement.

5. CBE Goals.

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

5.2 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and dollar value identified in the Letter of Intent (attached hereto and incorporated herein as Exhibit "B").

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

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. ____ : BROWARD COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 20__

CONSULTANT

ATTEST:

CDM SMITH INC.

Corporate Secretary

By _____
President or Vice President

(SEAL)

(Print Name and Title)
____ day of _____, 20__.

9/18/12; 2/5/13
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