

**Work Authorization No. KA 17-11 District 3A STEP Area 3A-N –
Design/Procurement/Construction Services Under Agreement between Broward County and
Keith and Associates, Inc. for Continuing Engineering Services for Water Distribution,
Wastewater Collection and Storm Water Collection
RFP# R1404111P1**

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and Keith and Associates, Inc., a Florida Corporation ("Consultant"), for Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection (the "Agreement"), which was approved by the Board of County Commissioners on March 28, 2017.

2. This Work Authorization requires 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 6 of the Agreement and the agreed method of compensation shall be as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibit "A" to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required under the terms of the Agreement, shall be based upon the Salary Costs as described in Section 6.2 of the Agreement up to a maximum amount not-to-exceed of One Hundred Twenty Thousand Three Hundred Four Dollars and 69/100 (\$120,304.69). Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

3.1.2 Lump Sum Compensation. Compensation to Consultant for the performance of all Basic Services identified in Exhibit "A" as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of One Hundred Forty-one Thousand One Hundred Eighty-three Dollars and 4/100 (\$141,183.04).

3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of Twenty-seven Thousand Two Hundred Sixty-four Dollars (\$27,264.00) for potential reimbursable expenses which may be utilized pursuant to Section 6.3 of the Agreement. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

3.2 Payments for this Work Authorization shall be charged against:

Budget No. 44250-44100-67301010-512110-104247

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

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 goal by utilizing the CBE firms for the work and dollar values described in paragraph 5.2 below: 13.1%.

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: 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 Keith and Associates, Inc., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

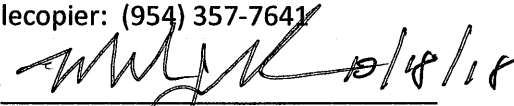
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

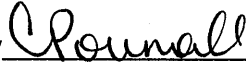
By _____
Mayor

____ day of _____, 20__

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

Insurance requirements
approved by Broward County
Risk Management Division

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

By  10/17/18
Signature (Date)

Colleen Pownall Risk Analyst
Print Name and Title above

CONSULTANT

ATTEST:


Corporate Secretary

(SEAL)

Keith and Associates, Inc.

By 
Executive Vice President

Alexander Lazowick, P.E.

8 day of October, 2018