



**AGREEMENT BETWEEN BROWARD COUNTY AND BROWN AND CALDWELL  
FOR CONSULTANT SERVICES  
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR STUDIES AND REPORTS  
(RFP # PNC2115559P1)**

This agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County") and Brown and Caldwell, a foreign corporation ("Consultant") (collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date").

- A. County issued a request for proposals ("RFP") No. PNC2115559P1 for continuing professional engineering services for studies and reports related to water and wastewater services.
- B. Consultant represents that it is experienced in providing professional engineering services necessary and related to water and wastewater services.
- C. County desires to engage Consultant to provide continuing professional engineering services for studies and reports.
- D. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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

**ARTICLE 1. DEFINITIONS**

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

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

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

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

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

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

## ARTICLE 2. PREAMBLE

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

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

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

## ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services shall consist of the phases set forth in each Work Authorization, in accordance with the Scope of Services described in Exhibit A, and may include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for each Work Authorization. Consultant shall provide all services as set forth in each Work Authorization including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort.

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

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

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

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

#### **ARTICLE 4. WORK AUTHORIZATION**

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

4.1.1 Before issuance of any Work Authorization, Consultant shall provide the Contract Administrator with a written estimate for all charges expected to be incurred for the tasks associated with the Work Authorization. Each Work Authorization (including as amended) may be executed on behalf of County as follows: (a) the Contract Administrator may execute any individual Work Authorization for which the cost to County is \$50,000 or less; (b) the Purchasing Director may execute any individual Work Authorization for

which the cost to County is within the Purchasing Director's delegated authority (if required under the Procurement Code, any such Work Authorization shall also be executed by the County Administrator); and (c) any individual Work Authorization above the Purchasing Director's delegated authority must be approved by the Board. The sum of all Work Authorizations issued under this Agreement in any annual period must not exceed the applicable annual maximum amount stated in Section 6.1.

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

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

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

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

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

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

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

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

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

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

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

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

5.4 For any construction phase services authorized by a Work Authorization, if Contractor fails to substantially complete the services on or before the substantial completion date specified in its agreement with County and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision does not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

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

## ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all Work Authorizations issued under this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000). The method of compensation to be paid under each individual Work Authorization will be under one or a combination of the following methods as specified in the operative Work Authorization and based upon the Salary Costs described in Exhibit B.

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

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

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

6.2 Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Work Authorization issued under this Agreement, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulations ("FAR") guidelines and audited by an independent certified public accountant. For purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the Effective Date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided in this Section 6.2 inclusive of the subsections below.

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

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

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

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

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

6.2.6 It is noted that at the time of contracting, Subconsultant McCafferty Brinson Consulting, LLC ("McCafferty") and Subconsultant C Solutions Inc. ("C Solutions") do not have fringe benefit and overhead factors certified by an independent CPA in accordance with Section 6.2 above. Notwithstanding the Salary Costs formula and requirements set forth in Section 6.2 and the subsections thereto, the maximum billing rates for McCafferty and C Solutions as shown in Exhibit B are considered provisional. If either McCafferty or C Solutions obtains a certified audit of its fringe benefit and overhead cost factors in accordance with Section 6.2, Consultant may submit a copy of the certified audit(s) for review by the Contract Administrator no later than 18 months after the Effective Date with an amended Exhibit B reflecting rates and a multiplier consistent with the certified audit(s), but with the multiplier capped at no more than 3.0. If accepted by the Contract

Administrator as consistent with the certified audit(s) and this paragraph, the Contract Administrator shall approve the amended Exhibit B and notify Consultant in writing. To the extent the amended Exhibit B would justify an increase in compensation, any negotiated increase in Consultant's compensation for uncompleted work shall be recommended to, and subject to approval of, the appropriate award authority.

6.2.7 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the Effective Date, and for each contract year thereafter, upon Consultant's written request to the Contract Administrator issued thirty (30) days before each anniversary date, and subject to approval by the Contract Administrator. Any increase in these rates will be limited to the lesser of the change in cost of living or three percent (3%). The increase in the cost of living will be based on the Consumer Price Index ("CPI") and will be calculated as follows: the difference of the CPI for the current period, less the CPI for the previous period, divided by the CPI for the previous period, multiplied by 100. The CPI for the current period means the most recently published monthly index preceding the then-current contract anniversary date. The CPI for the previous period means the CPI for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor Table for Consumer Price Index – All Urban Consumers (Series ID CUURA320SA0) for the areas of Miami- Fort Lauderdale, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there will not be an increase in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by the Contract Administrator and Consultant.

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

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



## 6.5 Method of Billing

6.5.1 For Maximum Amount Not-To-Exceed Compensation under Section 6.1.1. Consultant shall submit billings that are identified by a specific project number on a monthly basis in a timely manner for all Salary Costs and reimbursables attributable to the Work Authorization. These billings must identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing the work. Billings must itemize and summarize any reimbursables by category and identify same as to the personnel incurring the expense, and the nature of the work with which such expense was associated. Where prior written approval by the Contract Administrator is required for reimbursables, a copy of said approval must accompany the billing for such reimbursable. Billings must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of Salary Costs and reimbursables with accrual of the total and credits for portions paid previously. External reimbursables and Subconsultant fees must be documented by copies of invoices or receipts describing the nature of the expense, and containing a project number or other identifier clearly indicating that the expense is identifiable to the services authorized by the operative Work Authorization. All receipts or invoices must contain a project identifier at the time of creation with the exception of receipts and invoices for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

## 6.6 Payment Procedure

6.6.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant's proper statement, as defined by County's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each task for a Work Authorization are fifty percent (50%) complete and upon written request by Consultant and written approval by the Contract Administrator that the services are progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for

each task may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

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

6.6.3 Payment will be made to Consultant at:

Brown and Caldwell  
P.O. Box 45208  
San Francisco, CA 94145-0208

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

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

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

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

7.3 In the event a dispute between the Contract Administrator and Consultant arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to County's Director of Purchasing for resolution. The Director's decision shall be final and binding on the Parties. The resolution shall be set forth in a written document in accordance with Section 7.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

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

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

#### **ARTICLE 8. COUNTY'S RESPONSIBILITIES**

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

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

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

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

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

#### **ARTICLE 9. INSURANCE**

9.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

9.2 Consultant shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an

umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Consultant.

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

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

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

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

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

9.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers'

Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

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

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

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

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

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

9.8 County and Consultant, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for

damages or loss to the extent covered and paid for by any insurance maintained by the other party.

9.9 If Consultant uses a Subconsultant, Consultant shall require each Subconsultant to endorse County as an "Additional Insured" on the Subconsultant's Commercial General Liability policy.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

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

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

Failure by Consultant to carry out any of the requirements of this section 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, the Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

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

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

10.3 Consultant will meet the following CBE Participation Goal by utilizing the CBE firms for the following percentage of Services under this Agreement:

|                        |     |
|------------------------|-----|
| CBE Participation Goal | 25% |
|------------------------|-----|

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

10.4 The Parties stipulate that if Consultant fails to meet the above CBE Participation Goal (the "Goal"), the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Goal and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Goal, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Goal, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's failure to meet the Goal, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Goal attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Goal.

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

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

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

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

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

#### **ARTICLE 11. TERMINATION**

11.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement, or any Work Authorization issued under this Agreement, may also be terminated for convenience by the Board. Termination for convenience by the Board is effective on the termination date stated in the written notice provided by County, which termination date must be no less than thirty (30) days after the date of such written notice. If any Work Authorization issued under this Agreement was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or other County representative (including his or her successor) who executed the Work Authorization on behalf of County. This Agreement, or any Work Authorization issued under this Agreement, may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly or unjustifiably terminates for cause, such termination will be deemed a termination for convenience, which will be effective thirty (30) days after such notice of termination for cause is provided.



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

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

11.2.2 Upon the disqualification of Consultant by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement or Work Authorization, or attempting to meet the CBE contractual obligations;

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

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

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

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

11.3 Notice of termination must be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County

Administrator deems necessary to protect the public health or safety may be oral, and must be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

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

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

## **ARTICLE 12. MISCELLANEOUS**

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

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

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and

exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

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

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-0903, gbalicki@broward.org, 2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 33069.**

12.3 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement

and for a period of three years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

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

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

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

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

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

12.5 Subconsultants. Consultant shall utilize the Subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of the 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 local and state law. The list of Subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant’s Subconsultants.

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

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

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

12.7 Indemnification of County. Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the 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.

12.8 Representative of County and Consultant. The Parties recognize that questions in the day-to-day conduct of this Agreement 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 under this Agreement, or any Work Authorization issued thereunder, shall be addressed. Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct related to this Agreement shall be addressed.

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

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

12.11 Notices. 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, Contract Administrator  
Broward County Water and Wastewater Engineering Division  
2555 West Copans Road  
Pompano Beach, Florida 33069

FOR CONSULTANT:  
Albert L. Perez, P.E., Vice President  
Brown and Caldwell  
1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor  
Sunrise, FL 33323

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

12.13 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.

12.14 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 the Contract Administrator to change key staff. Consultant shall provide the Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator will be reasonable in evaluating key staff qualifications. If the Contract Administrator desires to request removal of any of Consultant's staff, the Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

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

12.16 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and shall not be deemed as acting as

officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

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

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

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

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



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

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

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

12.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any 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 12 of this Agreement shall prevail and be given effect.

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

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

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

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

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

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

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

#### **12.29 Payable Interest**

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

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

12.30 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.

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

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

12.33 Domestic Partnership Requirement. 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 this Agreement. The failure of Consultant to comply shall be a material breach of this 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 this Agreement; and (3) suspension or debarment of Consultant from doing business with County.

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

(The 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Brown and Caldwell, 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 \_\_\_\_\_, 2019

Insurance requirements  
approved by Broward County  
Risk Management Division

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

By Timberley 1/23/19  
Signature (Date)

By Keoki M. Baron 01/22/19  
Keoki M. Baron (Date)  
Assistant County Attorney

Tim Crawley Property Specialist  
Print Name and Title above

By Michael J. Kerr 1/22/19  
Michael J. Kerr (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND BROWN AND CALDWELL FOR CONSULTANT SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR STUDIES AND REPORTS IN BROWARD COUNTY, FLORIDA, RFP #PNC2115559P1

FOR INDIVIDUAL:

Consultant

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

By \_\_\_\_\_

\_\_\_\_\_  
(Please Type Name)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR CORPORATION:

Consultant

WITNESSES:

Concetta Smith  
Signature

Priscilla Smith  
Print/Type Name

Rebecca Dahdah  
Signature

Rebecca Dahdah  
Print/Type Name

Brown and Caldwell  
(Typed Name of Consultant/Firm)

By [Signature]  
President/Vice President

ALBERT PEREZ VICE PRESIDENT  
(Typed Name and Title)

16 day of January, 2019

**INDEX TO EXHIBITS:**

|                    |  |
|--------------------|--|
| <b>Exhibit A</b>   | <b>Scope of Work</b>   |
| <b>Exhibit B</b>   | <b>Maximum Billing Rates</b>   |
| <b>Exhibit C</b>   | <b>Letters of Intent</b>   |
| <b>Exhibit C-1</b> | <b>Schedule of Subconsultants</b>                                      |
| <b>Exhibit D</b>   | <b>Minimum Insurance Requirements</b>                                  |
| <b>Exhibit E-1</b> | <b>Work Authorization Form (Contract Administrator Approval Level)</b> |
| <b>Exhibit E-2</b> | <b>Work Authorization Form (Director of Purchasing Approval Level)</b> |
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**EXHIBIT A**  
**Scope of Work**  
**Water and Wastewater Engineering Services for Studies and Reports**

**I. Background**

Broward County Water and Wastewater Services is seeking a CONSULTANT to provide professional engineering services for studies and reports. Projects will be implemented using Work Authorizations.

**II. Purpose and General Description of Scope**

The purpose of this Scope is to have CONSULTANT provide the engineering services necessary for professional engineering studies and reports related to the following areas: planning, surveying, testing, process, compliance, permitting, water/wastewater, treatment plants, drainage systems, distribution/collection systems, lift stations, master pump stations, raw water, reclaimed water, by-product disposal, finance/administrative rates and fees, bond feasibility, annual engineering reports required by bond covenants, and information technology assistance.

In general, these services consist of the following:

**Phase I Services - Preliminary Proposal**

**Phase II Services - Final Professional Engineering Studies and Reports**

**III. Scope of Work**

**1. Preliminary Proposal**

CONSULTANT shall prepare a conceptual proposal for new projects related to professional engineering studies and reports. The activities shall include preparation of a preliminary proposal, submittal of a draft, and coordination/review with COUNTY.

**1.1 Kick-off Meeting / Scope Preference Review**

The CONSULTANT shall prepare for and participate in a project kick-off meeting with COUNTY within ten (10) working days of the Notice to Proceed for each negotiated and approved Work Authorization. The primary purpose of the meeting shall include but not be limited to establishing appropriate contacts for each major project component, a determination of the location and availability of data (i.e., record drawings, etc.) and a discussion of

a conceptual-level project schedule. CONSULTANT shall also review with COUNTY specific objectives of the project under the operative Work Authorization, and shall discuss design criteria and preferences of the project, as well as any specific equipment preferences of COUNTY.

#### 1.2 Schematic Basis of Professional Engineering Studies and Reports Preparation

Following completion of the professional engineering studies and reports review process described above, CONSULTANT shall prepare a schematic design of the project schedule.

CONSULTANT shall prepare and submit to COUNTY eight (8) copies of the draft professional engineering studies and reports. COUNTY shall review the draft submittal, complete all COUNTY comments, and be prepared to meet with CONSULTANT to discuss comments within thirty (30) days of delivery of the draft to COUNTY.

#### 2. Final Professional Engineering Studies and Reports

Following submittal of the draft professional engineering studies and reports, CONSULTANT shall schedule a meeting with COUNTY to review the design and discuss any comments and/or questions from COUNTY. Following this review meeting and receipt of COUNTY comments on the professional engineering studies and reports, CONSULTANT shall proceed with completion of the schematic professional engineering studies and reports and shall address all COUNTY comments. The professional engineering studies and reports will follow the traditional 50%/90%/100% design for required disciplines, review, and comment. Upon completion, CONSULTANT shall deliver ten (10) copies of the final product (study and report) to the COUNTY.



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant/  
 Subconsultant Name: Brown and Caldwell

| TITLE                             | MAXIMUM HOURLY RATE (\$/HR) | x | MULTIPLIER<br>3.07 | = | MAXIMUM BILLING RATE (\$/HR) |
|-----------------------------------|-----------------------------|---|--------------------|---|------------------------------|
| Office/Support Services IV        | \$ 27.27                    |   | 3.07               |   | \$ 83.72                     |
| Engineer I                        | \$ 29.32                    |   | 3.07               |   | \$ 90.01                     |
| Geologist/Hydrogeologist I        | \$ 26.26                    |   | 3.07               |   | \$ 80.62                     |
| Project Analyst II                | \$ 31.27                    |   | 3.07               |   | \$ 96.00                     |
| Scientist I                       | \$ 26.52                    |   | 3.07               |   | \$ 81.42                     |
| Engineer II                       | \$ 36.98                    |   | 3.07               |   | \$ 113.53                    |
| Engineer/Operations Tech III      | \$ 37.52                    |   | 3.07               |   | \$ 115.19                    |
| Geologist/Hydrogeologist II       | \$ 31.88                    |   | 3.07               |   | \$ 97.87                     |
| Intern II                         | \$ 20.00                    |   | 3.07               |   | \$ 61.40                     |
| Scientist II                      | \$ 41.27                    |   | 3.07               |   | \$ 126.70                    |
| Engineer III                      | \$ 42.31                    |   | 3.07               |   | \$ 129.89                    |
| Scientist III                     | \$ 43.77                    |   | 3.07               |   | \$ 134.37                    |
| Senior Designer                   | \$ 38.12                    |   | 3.07               |   | \$ 117.03                    |
| Principal Business Consultant     | \$ 59.87                    |   | 3.07               |   | \$ 183.80                    |
| Senior Business Consultant        | \$ 44.32                    |   | 3.07               |   | \$ 136.06                    |
| Senior Construction Engineer      | \$ 63.90                    |   | 3.07               |   | \$ 196.17                    |
| Senior Engineer                   | \$ 45.05                    |   | 3.07               |   | \$ 138.30                    |
| Senior Scientist                  | \$ 41.42                    |   | 3.07               |   | \$ 127.16                    |
| Principal Engineer                | \$ 56.31                    |   | 3.07               |   | \$ 172.87                    |
| Principal Geol/Hydrogeologist     | \$ 52.32                    |   | 3.07               |   | \$ 160.62                    |
| Principal Scientist               | \$ 51.09                    |   | 3.07               |   | \$ 156.85                    |
| Supervising Designer              | \$ 47.52                    |   | 3.07               |   | \$ 145.89                    |
| Supervising Construction Engineer | \$ 71.28                    |   | 3.07               |   | \$ 218.83                    |
| Supervising Engineer              | \$ 69.83                    |   | 3.07               |   | \$ 214.38                    |
| Supervising Scientist             | \$ 66.46                    |   | 3.07               |   | \$ 204.03                    |
| Supv Geol/Hydrogeologist          | \$ 68.12                    |   | 3.07               |   | \$ 209.13                    |
| Managing Engineer                 | \$ 79.61                    |   | 3.07               |   | \$ 244.40                    |
| Managing Scientist                | \$ 69.71                    |   | 3.07               |   | \$ 214.01                    |
| Chief Engineer                    | \$ 90.00                    |   | 3.07               |   | \$ 276.30                    |
| Chief Geol/Hydrogeologist         | \$ 82.37                    |   | 3.07               |   | \$ 252.88                    |
| Executive Engineer                | \$ 90.87                    |   | 3.07               |   | \$ 278.97                    |
| Vice President                    | \$ 106.40                   |   | 3.07               |   | \$ 326.65                    |

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (145.40)%

FRINGE = HOURLY RATE X FRINGE (40.00) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (7.57)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant/ Brown and Caldwell/  
 Subconsultant Name: Chen Moore & Associates, Inc

| TITLE                         | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------------------|-----------------------------|---|------------|---|------------------------------|
|                               |                             |   | 2.82       |   |                              |
| Principal                     | \$ 108.17                   |   | 2.82       |   | \$305.04                     |
| Project Director              | \$ 82.69                    |   | 2.82       |   | \$233.19                     |
| Senior Project Manager        | \$ 66.85                    |   | 2.82       |   | \$188.52                     |
| Project Manager               | \$ 61.90                    |   | 2.82       |   | \$174.56                     |
| Senior Engineer               | \$ 52.88                    |   | 2.82       |   | \$149.12                     |
| Project Engineer              | \$ 41.99                    |   | 2.82       |   | \$118.41                     |
| Associate Engineer            | \$ 34.15                    |   | 2.82       |   | \$96.30                      |
| Engineer                      | \$ 30.15                    |   | 2.82       |   | \$85.02                      |
| Senior Landscape Architect    | \$ 65.00                    |   | 2.82       |   | \$183.30                     |
| Project Landscape Architect   | \$ 41.59                    |   | 2.82       |   | \$117.28                     |
| Associate Landscape Architect | \$ 27.04                    |   | 2.82       |   | \$76.25                      |
| Senior Designer               | \$ 42.09                    |   | 2.82       |   | \$118.69                     |
| Designer                      | \$ 30.60                    |   | 2.82       |   | \$86.29                      |
| Senior Technician             | \$ 27.23                    |   | 2.82       |   | \$76.79                      |
| Technician                    | \$ 25.59                    |   | 2.82       |   | \$72.16                      |
| Sr Construction Specialist    | \$ 39.45                    |   | 2.82       |   | \$111.25                     |
| Construction Specialist       | \$ 30.23                    |   | 2.82       |   | \$85.25                      |
| Intern                        | \$ 15.00                    |   | 2.82       |   | \$42.30                      |

Multiplier of 2.82 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (127.83)%

FRINGE = HOURLY RATE X FRINGE (28.63) %

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

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant/ Brown and Caldwell/  
 Subconsultant Name: Stoner & Associates, Inc.

| TITLE                          | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------------|-----------------------------|---|------------|---|------------------------------|
|                                |                             |   |            |   |                              |
| Principal Surveyor             | \$48.08                     |   | 2.53       |   | \$121.64                     |
| Sr. Professional Land Surveyor | \$39.90                     |   | 2.53       |   | \$100.95                     |
| Professional Land Surveyor     | \$37.98                     |   | 2.53       |   | \$96.09                      |
| Field Crew Supervisor          | \$27.88                     |   | 2.53       |   | \$70.54                      |
| Survey/CAD Technician          | \$23.00                     |   | 2.53       |   | \$58.19                      |
| Survey Crew (3 Person)         | \$58.25                     |   | 2.53       |   | \$147.37                     |
| Administrative Assistant       | \$28.37                     |   | 2.53       |   | \$71.78                      |

Multiplier of 2.53 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.18)%

FRINGE = HOURLY RATE X FRINGE (29.96) %

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

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

**2.53**

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant/ Brown and Caldwell/  
 Subconsultant Name: Cordova Rodriguez & Assoc., Inc.

| TITLE                           | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER* | = | MAXIMUM BILLING RATE** (\$/HR) |
|---------------------------------|-----------------------------|---|-------------|---|--------------------------------|
| Principal                       | \$80.00                     |   | 2.31        |   | \$184.80                       |
| Project Manager                 | \$65.00                     |   | 2.31        |   | \$150.15                       |
| Senior Engineer                 | \$55.00                     |   | 2.31        |   | \$127.05                       |
| Engineer                        | \$37.50                     |   | 2.31        |   | \$86.63                        |
| Senior Planner                  | \$55.00                     |   | 2.31        |   | \$127.05                       |
| Planner                         | \$30.00                     |   | 2.31        |   | \$69.30                        |
| Senior Designer                 | \$35.00                     |   | 2.31        |   | \$80.85                        |
| Designer                        | \$30.00                     |   | 2.31        |   | \$69.30                        |
| CADD / Computer Technician      | \$25.00                     |   | 2.31        |   | \$57.75                        |
| Construction Manager            | \$50.00                     |   | 2.31        |   | \$115.50                       |
| Senior Inspector                | \$35.00                     |   | 2.31        |   | \$80.85                        |
| Inspector                       | \$35.00                     |   | 2.31        |   | \$80.85                        |
| Secretary / Clerical            | \$20.00                     |   | 2.31        |   | \$46.20                        |
| GIS Specialist                  | \$31.00                     |   | 2.31        |   | \$71.61                        |
| Senior Environmental Specialist | \$45.00                     |   | 2.31        |   | \$103.95                       |
| Environmental Specialist        | \$30.00                     |   | 2.31        |   | \$69.30                        |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

2.31

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant/ Brown and Caldwell/  
 Subconsultant Name: Bailey Engineering Consultants, Inc.

| TITLE                    | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------|-----------------------------|---|------------|---|------------------------------|
| Principal                | \$85.00                     |   | 2.31       |   | \$196.35                     |
| Engineer                 | \$37.20                     |   | 2.31       |   | \$85.93                      |
| Technician               | \$22.00                     |   | 2.31       |   | \$50.82                      |
| Office Manager           | \$56.56                     |   | 2.31       |   | \$130.65                     |
| Administrative Assistant | \$22.60                     |   | 2.31       |   | \$52.20                      |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE 2.31

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant: Brown and Caldwell/  
 Subconsultant Name: C Solutions, Inc.

| TITLE                   | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------------|-----------------------------|---|------------|---|------------------------------|
|                         |                             |   | 2.41       |   |                              |
| Principal               | \$96.26                     |   | 2.41       |   | \$231.99                     |
| Senior Technical Expert | \$100.00                    |   | 2.41       |   | \$241.00                     |
| Senior Project Manager  | \$79.25                     |   | 2.41       |   | \$190.99                     |
| Senior Engineer         | \$60.00                     |   | 2.41       |   | \$144.60                     |
| Project Engineer        | \$45.00                     |   | 2.41       |   | \$108.45                     |
| Junior Engineer         | \$33.25                     |   | 2.41       |   | \$80.13                      |
| CAD Designer            | \$40.00                     |   | 2.41       |   | \$96.40                      |
| CAD Technician          | \$23.00                     |   | 2.41       |   | \$55.43                      |
| Administrative Support  | \$30.00                     |   | 2.41       |   | \$72.30                      |
| Sr. Field Inspector     | \$45.00                     |   | 2.41       |   | \$108.45                     |
| Field Inspector         | \$30.00                     |   | 2.41       |   | \$72.30                      |

Multiplier of 2.41 is calculated as follows:

$$\text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD (100.00)\%}$$

$$\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (10.00) \%}$$

$$\text{OPERATING MARGIN} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN (15.00)\%}$$

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2115559P1  
 Project Title: Professional Engineering Services for Studies and Reports  
 Consultant/ Brown and Caldwell  
 Subconsultant Name: McCafferty Brinson Consulting, LLC

| TITLE                 | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-----------------------|-----------------------------|---|------------|---|------------------------------|
|                       |                             |   | 2.41       |   |                              |
| Chief Engineer        | \$96.34                     |   | 2.41       |   | \$232.18                     |
| Principal Engineer    | \$79.44                     |   | 2.41       |   | \$191.45                     |
| Senior Engineer       | \$59.41                     |   | 2.41       |   | \$143.18                     |
| Project Engineer      | \$44.44                     |   | 2.41       |   | \$107.10                     |
| Engineer Intern       | \$33.23                     |   | 2.41       |   | \$80.08                      |
| Project Professional  | \$28.77                     |   | 2.41       |   | \$69.34                      |
| CAD Designer          | \$23.39                     |   | 2.41       |   | \$56.37                      |
| Project Administrator | \$16.71                     |   | 2.41       |   | \$40.27                      |
| Field Representative  | \$38.42                     |   | 2.41       |   | \$92.59                      |

Multiplier of 2.41 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (15.00)%

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

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.



**EXHIBIT C**  
**LETTERS OF INTENT**

[Applicable when agreement has assigned CBE goals]

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

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

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

Solicitation Number: PNC2115559P1

Project Title: Professional Engineering Services for Studies and Reports

**Bidder/Offeror Name:** Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway Ste 240 City: Sunrise State: Florida Zip: 33232

Authorized Representative: Celia Earle, PhD Phone: 954.200.7611

**CBE Subcontractor/Supplier Name:** Bailey Engineering Consultants, Inc.

Address: 10620 Griffin Road, Suite 202 City: Cooper City State: Florida Zip: 33328

Authorized Representative: Stephen E. Bailey, P.E., President Phone: 954.448.7930

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

| Work to be performed by CBE Firm |        |                      |                                       |
|----------------------------------|--------|----------------------|---------------------------------------|
| Description                      | NAICS* | CBE Contract Amount† | CBE Percentage of Total Project Value |
| Electrical engineering services  | 541330 |                      | 3%                                    |
|                                  |        |                      |                                       |
|                                  |        |                      |                                       |

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

**CBE Subcontractor/Supplier Authorized Representative**

[Signature] (Signature) President (Title) 05/10/2018 (Date)

**Bidder/Offeror Authorized Representative**

[Signature] (Signature) Vice President (Title) 5/10/2018 (Date)

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

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

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

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

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

Solicitation Number: PNC2115559P1

Project Title: Professional Engineering Services for Studies and Reports

**Bidder/Offeror Name:** Brown and Caldwell

**Address:** 1560 Sawgrass Corporate Parkway Ste 240 **City:** Sunrise **State:** Florida **Zip:** 33232

**Authorized Representative:** Celia Earle, PhD **Phone:** 954.200.7611

**CBE Subcontractor/Supplier Name:** Cordova, Rodriguez and Associates, Inc.

**Address:** 6941 SW 196th Ave, Suite 28 **City:** Pembroke Pines **State:** Florida **Zip:** 33332

**Authorized Representative:** Rosana Cordona **Phone:** 954.880.0180

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

| Work to be performed by CBE Firm |        |                      |                                       |
|----------------------------------|--------|----------------------|---------------------------------------|
| Description                      | NAICS* | CBE Contract Amount† | CBE Percentage of Total Project Value |
| Civil Engineering                | 541330 |                      | 5%                                    |
|                                  |        |                      |                                       |
|                                  |        |                      |                                       |

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

**CBE Subcontractor/Supplier Authorized Representative**

Rosana Cordona **(Signature)** Principal **(Title)** 5/8/18 **(Date)**

**Bidder/Offeror Authorized Representative**

[Signature] **(Signature)** Vice President **(Title)** 5/8/2018 **(Date)**

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

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

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

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

Solicitation Number: PNC2115559P1

Project Title: Professional Engineering Services for Studies and Reports

**Bidder/Offeror Name:** Brown and Caldwell

Address: 1550 Sawgrass Corporate Parkway City: Sunrise State: Florida Zip: 33030  
Ste 240

Authorized Representative: Celia Earle PhD Phone: 954 202 7611

**CBE Subcontractor/Supplier Name:** C Solutions Inc.

Address: 510 SE 14th Ct No 2 City: Fort Lauderdale State: Florida Zip: 33304

Authorized Representative: Mark Drummond P.E. BCEE Phone: 954 320 7899

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

| Work to be performed by CBE Firm |        |                      |                                       |
|----------------------------------|--------|----------------------|---------------------------------------|
| Description                      | NAICS  | CBE Contract Amount* | CBE Percentage of Total Project Value |
| Pump Stations                    | 237110 |                      | 5%                                    |
|                                  |        |                      |                                       |
|                                  |        |                      |                                       |

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

**CBE Subcontractor/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 5/7/2018

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Vice President Date: 5/7/2018

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

This is a public document. It is subject to public release under the Freedom of Information Act. If you have any questions, please contact the County Administrator at 305-399-1100.

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

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

Solicitation Number: PNC2115559P1

Project Title: Professional Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway Ste 240 City: Sunrise State: Florida Zip: 33232

Authorized Representative: Celia Earle, PhD Phone: 954.200.7611

CBE Subcontractor/Supplier Name: McCafferty Brinson Consulting, LLC

Address: 633 S Andrews Ave. Suite 4028 City: Fort Lauderdale State: Florida Zip: 33312

Authorized Representative: Andrea McCafferty Phone: 954.797.7100

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

| Work to be performed by CBE Firm |        |                      |                                       |
|----------------------------------|--------|----------------------|---------------------------------------|
| Description                      | NAICS* | CBE Contract Amount† | CBE Percentage of Total Project Value |
| Water treatment plants           | 221310 |                      | 10%                                   |
|                                  |        |                      |                                       |
|                                  |        |                      |                                       |

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

CBE Subcontractor/Supplier Authorized Representative

Andrea McCafferty (Signature) President (Title) 6/1/18 (Date)

Bidder/Offeror Authorized Representative

[Signature] (Signature) Vice President (Title) 5/4/2018 (Date)

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

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

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

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

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

Solicitation Number: PNC2115559P1

Project Title: Professional Engineering Services for Studies and Reports

Bidder/Offeror Name: Brown and Caldwell

Address: 1560 Sawgrass Corporate Parkway Ste 240 City: Sunrise State: Florida Zip: 33232

Authorized Representative: Celia Earle, PhD Phone: 954.200.7611

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

Address: 4341 SW 62nd Avenue City: Davie State: Florida Zip: 33314

Authorized Representative: James D. Stoner, PSM, President Phone: 954.585.0997

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

| Work to be performed by CBE Firm |                    |                                  |                                       |
|----------------------------------|--------------------|----------------------------------|---------------------------------------|
| Description                      | NAICS <sup>1</sup> | CBE Contract Amount <sup>1</sup> | CBE Percentage of Total Project Value |
| Land Surveying                   | 541370             |                                  | 3%                                    |
|                                  |                    |                                  |                                       |
|                                  |                    |                                  |                                       |

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] President 5/1/2018  
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

[Signature] Vice President 5/7/2018  
(Signature) (Title) (Date)

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

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

**EXHIBIT C-1**  
**SCHEDULE OF SUBCONSULTANTS**

Project No: RFP #PNC2115559P1  
Project Title: Professional Engineering Services for Studies and Reports

---

| <b>No.</b> | <b>Firm Name</b>                     | <b>Discipline</b>               |
|------------|--------------------------------------|---------------------------------|
| 1.         | Chen Moore & Associates              | Discipline                      |
| 2          | Stoner & Associates                  | Land Surveying                  |
| 3          | Cordova Rodriguez & Assoc., Inc.     | Civil Engineering               |
| 4          | Bailey Engineering Consultants, Inc. | Electrical Engineering Services |
| 5.         | C Solutions, Inc.                    | Pump Stations                   |
| 6.         | McCafferty Brinson Consulting, LLC   | Water Treatment Plants          |
| 7          |                                      |                                 |
| 8          |                                      |                                 |
| 9.         |                                      |                                 |
| 10.        |                                      |                                 |

## EXHIBIT D MINIMUM INSURANCE REQUIREMENTS

### Insurance Requirement

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

| TYPE OF INSURANCE  | Limits on Liability in Thousands of Dollars                      |   |                 |
|--|--|---|-----------------|
|  |  | Each Occurrence   | Aggregate       |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input checked="" type="checkbox"/> Explosion & Collapse Hazard<br><input checked="" type="checkbox"/> Underground Hazard<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury | Bodily Injury  |   |                 |
|  | Property Damage  |   |                 |
|  | Bodily Injury and Property Damage Combined                       | \$ 1 mil  | \$ 2 mil        |
|  | Personal Injury  |   |                 |
|  |  |   |                 |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto if applicable   | Bodily Injury (each person)                                      |   |                 |
|  | Bodily Injury (each accident)                                    |   |                 |
|  | Property Damage  |   |                 |
|  | Bodily Injury and Property Damage Combined                       | \$ 1 mil  |                 |
| <b>EXCESS LIABILITY</b><br><input checked="" type="checkbox"/> Umbrella Form<br><input type="checkbox"/> Other than Umbrella Form  | Bodily Injury and Property Damage Combined                       | May be used to supplement minimum liability coverage requirements | \$              |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION<br><br><input checked="" type="checkbox"/> EMPLOYER'S LIABILITY  | (each accident)  | STATUTORY   |                 |
|  |  | \$ 1 mil  |                 |
| <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (E & O)   | (each accident)  | \$1 mil   |                 |
|  | Extended Reporting Period - 3 years                              |   |                 |
| <input type="checkbox"/> PROPERTY COVERAGE (BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD<br>Coverage must remain in force until written final acceptance by County.   | Maximum Deductible: \$10 k                                       | Completed Value   |                 |
|  | DED for WIND or WIND & FLOOD not to exceed 5% of completed value |   |                 |
|  | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE                         |   |                 |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County  | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE                         | Maximum deductible: \$ 10 k                                       | Completed Value |

Insurance "Broward County" must be listed as an additional insured on the commercial general liability and business automobiles liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. Thirty (30) Day written notice of cancellation is required to the Certificate Holder.

Certificate Holder:  
 Broward County  
 Water and Wastewater  
 2555 West Copans Road  
 Pompano Beach, FL 33069

  
 Risk Management Division

Rev: 10/2010

PAGE FOUR ONE ONE FROM THE ONE FOUR FOUR FOUR



**EXHIBIT "E-1"**  
**(Sample – Contract Administrator Approval Level)**

**Work Authorization No. \_\_\_\_\_**  
**Under**  
**Agreement between Broward County and \_\_\_\_\_**  
**for**  
**\_\_\_\_\_**

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

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

3. Compensation and Method of Payment.

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

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

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

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

3.2 Payments for this Work Authorization will be charged against:

Budget No. \_\_\_\_\_

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

4.1 If this box is checked, this paragraph is applicable. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

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

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

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

5. CBE Goals.

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

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

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

[Remainder of This Page Is Intentionally Left Blank.]

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

County

WITNESS:

BROWARD COUNTY, by and through  
its Contract Administrator

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

Consultant

ATTEST:

[Insert Corporate Name]

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_  
President or Vice President

(SEAL)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**Work Authorization No. \_\_\_\_\_**  
**Under**  
**Agreement between Broward County and \_\_\_\_\_**  
**for**  
\_\_\_\_\_

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

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

3. Compensation and Method of Payment.

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

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

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

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

3.2 Payments for this Work Authorization will be charged against:

Budget No. \_\_\_\_\_

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

4.1 If this box is checked, this paragraph is applicable. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

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

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

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

5. CBE Goals.

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

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

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

[Remainder of This Page Is Intentionally Left Blank.]

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

County

WITNESS:

BROWARD COUNTY, by and through  
its Director of Purchasing

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

Consultant

ATTEST:

[Insert Corporate Name]

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_  
President or Vice President

(SEAL)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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

**Work Authorization No. \_\_\_\_\_**  
**Under**  
**Agreement between Broward County and \_\_\_\_\_**  
**for**  
**\_\_\_\_\_**

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

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

3. Compensation and Method of Payment.

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

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

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

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

3.2 Payments for this Work Authorization will be charged against:

Budget No. \_\_\_\_\_

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

4.1 If this box is checked, this paragraph is applicable. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision will not affect the rights and obligations of either party as set forth in Section 12.7, Indemnification of County.

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

**Services**

**Amount**

\$ TBD  
\$ TBD  
\$ TBD

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

5. CBE Goals.

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

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

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

[Remainder of This Page Is Intentionally Left Blank.]

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

County

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)

Assistant County Attorney

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

\_\_\_\_\_  
(Date)

Deputy County Attorney



Consultant

ATTEST:

[Insert Corporate Name]

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_  
President or Vice President

(SEAL)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



# CERTIFICATE OF LIABILITY INSURANCE

5/31/2019

DATE (MM/DD/YYYY)

5/24/2018

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

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

| <b>PRODUCER</b><br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000   | <b>CONTACT NAME:</b><br>_____<br><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> _____  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
|--|--|-------------------------------|--------|---|-------|--|-------|---|-------|------------------------------|--|--|-------|-------------|
|  | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER E : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hartford Fire Insurance Company | 19682 | INSURER B : Property and Casualty Ins Co of Hartford | 34690 | INSURER C : Travelers Property Casualty Co of America | 25674 | INSURER D : Lloyds of London |  | INSURER E : Twin City Fire Insurance Company | 29459 | INSURER F : |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
| INSURER A : Hartford Fire Insurance Company  | 19682  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
| INSURER B : Property and Casualty Ins Co of Hartford   | 34690  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
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| INSURER D : Lloyds of London   |  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
| INSURER E : Twin City Fire Insurance Company   | 29459  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
| INSURER F :  |  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |
| <b>INSURED</b><br>1054730 BROWN AND CALDWELL<br>AND ITS WHOLLY OWNED SUBSIDIARIES<br>AND AFFILIATES<br>201 NORTH CIVIC DRIVE, SUITE 300<br>WALNUT CREEK CA 94596 |  |                               |        |   |       |  |       |   |       |                              |  |  |       |             |

**COVERAGES \* CERTIFICATE NUMBER: 12216409 REVISION NUMBER: XXXXXXXX**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ | Y N                | 37CSEQU1172               | 5/31/2018               | 5/31/2019               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/CP AGG \$ 4,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   | N N                | 37CSEQU1173               | 5/31/2018               | 5/31/2019               | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   | Y N                | ZUP-10R71075              | 5/31/2018               | 5/31/2019               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$ XXXXXXXX   |
| B E      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N N/A            | 37WNQU1170<br>37WBRQU1171 | 5/31/2018<br>5/31/2018  | 5/31/2019<br>5/31/2019  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000   |
| D        | PROFESSIONAL LIABILITY   | N N                | LDUSA1800482              | 5/31/2018               | 5/31/2019               | \$3,000,000 PER CLAIM & AGGREGATE   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: RLI NO. 1008103R1 - CONTINUING PROFESSIONAL SERVICES AGREEMENT FOR STUDY ACTIVITIES FOR BROWARD COUNTY WATER AND WASTEWATER OPERATIONS DIVISION. BROWARD COUNTY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL AND EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. DEDUCTIBLES AND SIR: PROFESSIONAL-\$100,000. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL, AUTO, PROFESSIONAL LIABILITY AND WORKERS COMPENSATION POLICIES. TEN DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

*Personal*  
05/29/18

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>12216409<br>BRO-18<br>BROWARD COUNTY<br>ATTN: ROLANDO NIGAGLIONI, PROJECT MANAGER II<br>115 SOUTH ANDREWS AVENUE<br>FORT LAUDERDALE FL 33301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|