



**AGREEMENT BETWEEN BROWARD COUNTY AND BLACK & VEATCH CORPORATION  
FOR CONSULTANT SERVICES FOR REGIONAL TRANSMISSION SYSTEM MASTER PLAN  
(RFP#PNC2116651P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Black & Veatch Corporation, a foreign corporation (“Consultant”) (collectively referred to as the “Parties”).

**RECITALS**

A. 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.

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

1.2 **Contract Administrator** means the Director of Water and Wastewater Engineering Division, the Assistant Director of Water and Wastewater Engineering Division, or such other person designated by same in writing. The Contract Administrator is the representative of County concerning the Project.

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

1.4 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of the Section 1-81, Broward County Code of Ordinances.

1.5 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.6 **Project** means Regional Transmission System Master Plan.

1.7 **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.

1.8 **Services** consists of the work and phases set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project.

1.9 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>

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

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Services”).

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of Project; notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

3.4 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to design or construction of the Project. 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. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

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

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

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

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

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

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein.

This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.

4.6 In the event Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by County. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

## **ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon County's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of Seven Hundred Forty Thousand Nine Hundred Eighty-Six Dollars and 55/100 Cents (\$740,986.55).

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$ N/A.

5.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$ N/A pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of Eight Thousand Five Hundred Dollars (\$8,500.00). Unused amounts of those monies shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable

Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Phase I: Hydraulic and Transient Modeling	30%	\$220,164.77
Phase II: Condition Assessment	46%	\$343,200.00
Phase III: Capital Improvement Planning ("CIP")	16%	\$117,990.60
Phase IV: Emergency Response Plan	8%	\$59,631.18
<b>Total Basic Services Fee</b>	<b>100%</b>	<b>\$740,986.55</b>

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that 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 the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

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

5.2.4 The total hours payable by County for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced 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 5.2. In the event a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the 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 5.2 remain in place.

5.2.6 It is noted that at the time of contracting, Subconsultants Gamboa Engineering, LLC, ECR Engineering, LLC, and ADEPT Public Relations, LLC do not have fringe benefit and overhead factors certified by an independent CPA for fiscal periods of 2018 within eighteen (18) months preceding the execution date of this Agreement, in accordance with Section 5.2 above. Notwithstanding the Salary Costs formula and requirements set forth in Section 5.2 and the subsections thereto, the maximum billing rates for Gamboa Engineering, LLC, ECR Engineering, LLC, and ADEPT Public Relations, LLC as shown in Exhibit B are considered provisional. If any of Gamboa Engineering, LLC, ECR Engineering, LLC, or ADEPT Public Relations, LLC obtains a certified audit of its fringe benefit and overhead cost factors in accordance with Section 5.2, Consultant may submit a copy of the certified audit for review by the Contract Administrator no later than eighteen (18) months after the Effective Date with an amended Exhibit B reflecting rates and a multiplier consistent with the certified audit, but with the multiplier capped at no more than 3.0. If accepted by the Contract Administrator as consistent with the certified audit 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.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the

extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

#### 5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

5.5 Method of Payment.

5.5.1 County shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by County's Prompt Payment Ordinance, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, County shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.5.4 Payment will be made to Consultant at the following address:

ELECTRONIC FUNDS TRANSFER TO:  
BLACK & VEATCH CORPORATION  
ACCOUNT NUMBER: 5336422  
COMMERCE BANK, KC, MO. USA  
ABA NUMBER 101000019  
S.W.I.F.T. NO. CBKCUS44

5.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.7 Consultant shall pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall 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 Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.



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

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, 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.

6.2 To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and County pursuant to this section, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 In the event a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to Purchasing Director for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of

this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 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.

7.3 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.4 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.5 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. 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.

7.6 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Consultant further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

7.7 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner,

and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

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

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

## **ARTICLE 8. TERMINATION**

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

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably perform the work, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this

Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 If Consultant is a “scrutinized company” pursuant to Section 215.473, Florida Statutes, if Consultant is placed on a “discriminatory vendor list” pursuant to Section 287.134, Florida Statutes, or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

8.2.3 By the Contract Administrator or the Director of Office of Economic and Small Business Development (“OESBD”) for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.4 By the Director of the OESBD upon the disqualification of Consultant as a CBE if Consultant’s status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or 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 and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

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

8.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until Consultant has provided all documents required to be provided to County.

## **ARTICLE 9. INSURANCE**

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection

with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

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

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

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

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

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

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

so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

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

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

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

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

#### **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 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 nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (34%) of total Services under this Agreement (the "Commitment").

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit E for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit E and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by 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 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, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment 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 Commitment, 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 Commitment, 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 breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment 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 Commitment.

10.7 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, 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 in writing 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.

10.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, 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, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10 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 or exercising any right stated in Section 5.7.

## **ARTICLE 11. MISCELLANEOUS**

11.1 Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement, and all Parties may rely upon instructions or determinations made by the Contract Administrator provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 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; in the event the Services are determined not to be a work for hire, Consultant hereby assigns all right, title, and 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, shall 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).

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

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

11.4.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.4.2 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;

11.4.3 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

11.4.4 Upon completion 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.

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 Chapter 119, Florida Statutes) (“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 Section 812.081, Florida Statutes, 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 nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, 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.**

11.5 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 (3) 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, 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. Consultant hereby grants County 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 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 after presentation of County's findings to Consultant.

**11.6 Subconsultants.** Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. 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.

**11.7 Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. 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.

**11.8 Indemnification of County.** Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant 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 Contract

Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

11.9 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.

11.10 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.

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

FOR COUNTY:

Broward County Water and Wastewater Engineering Division  
Attn: Director, Contract Administrator  
2555 West Copans Road  
Pompano Beach, Florida 33069  
Email address: gbalicki@broward.org

FOR CONSULTANT:

Rafael E. Frias III, PE, Associate Vice President  
2855 North University Drive, Suite 210  
Coral Springs, FL 33065  
Email address: FriasRE@bv.com

11.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

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

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

11.17 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 shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall 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 that 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 of such representation, 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.

11.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.22 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.

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

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.26 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse 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 reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse 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 reuse 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 reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

11.27.1 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.

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

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

11.29 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.

(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 Black & Veatch Corporation, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

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

Insurance requirements approved by Broward  
County Risk Management Division:

By:     Pounall      
Name:     Colleen Pounall      
Title:     Risk Analyst    

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ 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

By:     KMB         05/16/19      
Keoki M. Baron (Date)  
Assistant County Attorney

By:     MJK         5/17/19      
Michael J. Kerr (Date)  
Deputy County Attorney

KMB/JN  
BCF 202  
04/29/2019

**AGREEMENT BETWEEN BROWARD COUNTY AND BLACK & VEATCH CORPORATION  
FOR CONSULTANT SERVICES FOR REGIONAL TRANSMISSION SYSTEM MASTER PLAN  
(RFP # PNC2116651P1)**

FOR INDIVIDUAL:

Consultant

WITNESSES:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

By \_\_\_\_\_

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

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

FOR CORPORATION:

Consultant

ATTEST:

  
\_\_\_\_\_  
HSSST Secretary JRL

Peter Loffspring  
(Typed Name of Secretary)

CORPORATION

RLI/RFP # PNC2116651P1

Black & Veatch Corporation  
(Typed Name of Consultant/Firm)

By   
\_\_\_\_\_  
President/Vice President

Rafael E. Frias III, Associate Vice President  
(Typed Name and Title)

<sup>6<sup>th</sup></sup> day of May, 2019.



## **EXHIBIT A Scope of Services**

### **PREAMBLE**

Certain infrastructure which is part of Broward County, Florida's ("COUNTY") regional wastewater system ("Regional Wastewater System") and maintained by COUNTY's Water and Wastewater ("BCWWS") Services Division is approaching its original design life expectancy. In consideration of the potential for aging infrastructure and to properly prioritize capital funds for the cost-effective rehabilitation, repair, or replacement of such infrastructure, COUNTY has undertaken a Regional Wastewater Master Plan (the "Project" or "the "Master Plan") with a risk-based asset prioritization approach to identify critical assets. This approach will allow COUNTY to provide effective risk analysis and prioritize rehabilitation, repair, or replacement efforts, thereby maintaining a desired level of service for its customers, communities, and the environment at an acceptable level of risk.

The Master Plan is a prioritized capital improvement plan including capacity-driven, transient-driven, and condition-driven projects, and shall include the necessary tools for COUNTY to update and maintain the Master Plan from year to year. Black & Veatch Corporation ("CONSULTANT") shall provide all engineering services to complete the Master Plan as further defined in the following Scope of Services.

### **SCOPE OF SERVICES**

#### **Task 1 – Hydraulic and Transient Modeling**

##### **Sub-task 1.01 – Project Initiation Meeting**

CONSULTANT shall conduct a Project initiation meeting ("Project Initiation Meeting") with COUNTY to discuss Project requirements, review pertinent available data, review Project staffing and organization, and present the initial Project schedule. COUNTY's Water and Wastewater Operations Division ("WWOD") staff shall be present at the Project Initiation Meeting in order for CONSULTANT to also accomplish the following objectives:

- Identify control logic for the Regional Wastewater System.
- Identify operational strategies for the Regional Wastewater System.

CONSULTANT shall review the existing relevant data found on the construction records for the facilities, operating records, history of repairs, etc. CONSULTANT shall prepare minutes of the meeting for distribution to attendees.

##### **Sub-Task 1.02 – Project Controls and Team Coordination**

Project controls and team coordination shall encompass efforts required for project execution, trend management, coordination support, sub-consultant management and coordination, as applicable, and other requirements needed to complete the sub-tasks under Task 1 described in the following sections. CONSULTANT shall also develop a comment and trend log spreadsheet ("Project Trend Register") to track comments and decisions made throughout the Project, and shall update the Project

Trend Register monthly. CONSULTANT shall develop and maintain the Project execution schedule ("Project Schedule").

#### Sub-Task 1.03 – Update Geographical Information System Database Based on Record Drawings

COUNTY's Graphical Information System ("GIS") database, as provided by COUNTY, shall be reviewed by CONSULTANT to identify missing attribute data necessary for building the hydraulic and transient model of the Regional Wastewater System. Record drawings shall be reviewed by CONSULTANT to verify the locations, materials, and diameters of the force mains and to supplement any missing data required for the building the hydraulic and transient model.

An additional database (i.e., spreadsheet, dbf file) shall be developed to include the required information for adding the regional pump stations to the hydraulic and transient model. This database may include, but is not limited to, the following attributes:

- Wetwell rim
- Wetwell invert
- Wetwell dimensions
- Number of pumps
- Pump make and model
- Pump on/off elevations
- Pump curves
- Variable Frequency Drive ("VFD") control logic

#### Sub-task 1.04 – Field Data Collection

CONSULTANT shall update the GIS database for sewer/pump station/force main assets within the Regional Wastewater System. Asset attribute data that may not be available in Sub-task 1.03 shall be gathered by CONSULTANT via field surveys. This shall also include verifying asset attribute data collected in Sub-task 1.03 that may have suspect or conflicting data. Attribute data survey may include, but is not limited to, the following:

- Pump station piping locations
- Wetwell rim
- Wetwell invert
- Wetwell dimensions
- Force main locations
- Location of combination air vacuum valves; also known as air/vacuum valves
- Motorized isolation valves and valves susceptible to being closed too quickly creating transient pressures.

COUNTY staff may be required to provide access to potential survey locations, such as the regional pump stations.

#### Sub-task 1.05 – Hydraulic & Transient Model Development

This Sub-task includes building the hydraulic and transient model of the Regional Wastewater System in Innowyze's InfoWater and InfoSurge software, respectively, based on COUNTY's updated GIS layers and available record drawings for the development of a spatially-accurate pipeline network. The model shall include the master pump stations, ancillary small pump stations directly connected to the manifolded system, and force main piping terminating at the connection to the North Regional Wastewater Treatment Plant headworks. Additional parameters required for transient simulations shall be inserted into the hydraulic model, including the following:

Critical Elevations: CONSULTANT shall insert the critical high and low elevation junctions into the model as appropriate for accurate surge modeling. Critical elevations shall be determined using record drawings, as available.

Air Valves and Surge Relief Appurtenances: All air vacuum valves (also known as "AVV"), combination air release and air vacuum valves (also known as "CAV"), rupture disks, surge relief and/or surge anticipator valves and surge tanks, as applicable, shall be inserted into the model based on available record drawings. Small orifice air valves that are solely for the purpose of releasing air that accumulates at high points, air release valves (also known as "ARV"), do not impact transient modeling results and shall not be included in the model.

Wave Speeds: An appropriate wave speed value for each pipe material and diameter shall be determined and input into the model based on available pipe attribute data in the GIS and record drawings.

Transient Pump Information: Pump curves for each pump station shall be confirmed against the available records provided by COUNTY along with the pump controls. The pump and motor inertia, full speed and specific speed shall be estimated and input into the model for each pump.

#### Sub-task 1.06 – Calibrated Hydraulic Model

Model Calibration Plan: A Model Calibration Plan shall be developed to document the flow/pressure monitoring locations as determined below, as well as the duration of the monitoring period. Calibration goals shall be established in conjunction with COUNTY to set thresholds for agreement between the model and the monitoring data. The final calibration goals shall also be documented in the Model Calibration Plan. The preliminary calibration goals include  $\pm 3$  psi for pressures and  $\pm 10\%$  for flows.

If the simulated and measured values are within the calibration goals, the model shall be considered calibrated, otherwise iterative adjustments of various parameters shall be made until the desired thresholds for agreement are met. For a location where the calibration goal cannot be achieved, text and graphs shall be prepared to explain the discrepancies to COUNTY for an approved variance from the goals.

Field Data Collection for Flow Monitoring: The field data collection for flow monitoring is based on the following:

- Approximately sixteen (16) force main flow meters (eleven (11) regional master pump stations and five (5) retail pump stations); and

- Approximately sixteen (16) pressure gauges (to be used in combination with the flow meters).

It is assumed that COUNTY shall provide and install the flow meters and pressure loggers (which are already owned by COUNTY) for CONSULTANT's monitoring efforts. The flow meters shall be located at the sixteen (16) pump station locations. Flow data shall be collected in one (1) minute intervals. The locations for the pressure monitoring locations shall be developed jointly with COUNTY staff primarily using existing locations. The monitoring period is scheduled to commence as soon as possible following the Notice to Proceed and the monitoring period is to last for approximately one (1) month. The monitoring data shall be uploaded and reviewed by CONSULTANT after the first week of data collection and after the completion of the monitoring period. If the first week of data has insufficient data, the issue shall be identified and reconciled by CONSULTANT before the remaining three (3) weeks of the monitoring period start. CONSULTANT shall store the collected monitoring data within an Excel database for access and analysis during the Project. This Excel database shall be delivered to COUNTY at the completion of the Project along with a Flow Monitoring Technical Memorandum. CONSULTANT shall schedule and facilitate a meeting with WWOD staff to deliver the Excel database and Flow Monitoring Technical Memorandum.

Model Calibration: CONSULTANT shall perform model calibration to simulate conveyance capacity impacts to the Regional Wastewater System. The Model Calibration Plan shall be calibrated using an extended period simulation (also known as "EPS") with a minimum duration of twenty-four (24) hours and a maximum duration such that each pump station is operational at least once. The calibration shall be a two-step process where the manufacturer's pump curve is compared to the flow and pressure data collected as part of this Sub-task. The pump curves shall be adjusted to account for wearing of the pump that could reduce its capacity. The force main roughness values shall be adjusted for the Model Calibration Plan to reasonably approximate the operating conditions for each pump station.

#### Sub-task 1.07 – Transient Model Verification

A transient pressure logger shall be installed by COUNTY along the Regional Wastewater System. The transient pressure data combined with available Supervisory Control and Data Acquisition (also known as "SCADA") data shall be used to validate the results of the updated transient model. Two (2) simulation runs shall be completed as part of this verification. If needed, appropriate model parameters shall be adjusted within reason to better match the model results to the collected field data.

#### Sub-task 1.08 – Calibration and Validation Documentation

A Hydraulic Calibration and Transient Verification Technical Memorandum shall be prepared to summarize the model development and calibration process. The Hydraulic Calibration and Transient Verification Technical Memorandum will be provided to COUNTY for review and comments. A Final Technical Memorandum incorporating the review comments shall be prepared and delivered to COUNTY.

#### Sub-task 1.09 – Regional Wastewater System Capacity Assessment and Recommendations

Utilizing the calibrated model, the Regional Wastewater System shall be analyzed under dry and wet weather conditions using an EPS. The inflows shall be developed by the retail system model outputs provided by COUNTY. The resulting hydrographs from the retail system model shall be entered into the Regional Wastewater System model. The Regional Wastewater System shall be assessed under dry weather condition (minimum 24-hour simulation) and one (1) wet weather condition (duration of storm event based on the retail system model). Recommended capital improvements shall be identified and prioritized based on capacity needs.

### Sub-task 1.10 – Transient Analysis and Recommendations

Operational Scenario Selection: The hydraulic and transient model shall be configured to analyze a number of flow conditions. CONSULTANT shall work with COUNTY to confirm the scenarios to be included in the updated analyses.

Existing System Analysis: The hydraulic and transient model shall be configured to simulate various load/operational scenarios determined above. The Regional Wastewater System shall be analyzed for high- and low-pressure transient waves and critical infrastructure ("Existing System Analysis"). Up to ten (10) scenarios are assumed for this Sub-task and shall be refined based on discussions with COUNTY.

Progress Meeting: CONSULTANT shall schedule and facilitate a Progress Meeting to review the results of the Existing System Analysis. The meeting shall be held at COUNTY's offices. CONSULTANT shall prepare meeting minutes for distribution to attendees.

System Improvement Alternatives: Improvements and/or operational control modifications shall be identified and simulated for the portions of the Regional Wastewater System demonstrating either excessive high- or excessive low-pressure problems during a transient event.

### Sub-task 1.11 – Hydraulic and Transient Analysis Documentation

Draft Report: CONSULTANT shall document the findings of the hydraulic and transient model of the Regional Wastewater System, as described in Sub-task 1.05, and shall include its results and recommendations in a draft report ("Hydraulic and Transient Analysis Draft Report"). System maps and figures shall be developed to illustrate results, support recommendations, and summarize the proposed improvements. An electronic copy of the Draft Report shall be provided to COUNTY together with an updated Transient Hydraulic Model.

Final Report: CONSULTANT shall incorporate review comments and update the Hydraulic and Transient Analysis Draft Report to address such comments in a final report (the "Hydraulic and Transient Analysis Final Report"). One hard copy and one electronic version of the Hydraulic and Transient Analysis Final Report shall be provided upon completion.

### Task 1 Deliverables

- Project Initiation Meeting meeting minutes
- Project Schedule
- Project Trend Register
- Model Calibration Plan
- Flow and pressure monitoring database
- Calibrated Hydraulic Model
- Hydraulic criteria for risk-based prioritization
- Hydraulic Calibration and Transient Verification Technical Memorandum
- Updated Regional Wastewater System GIS database
- Transient Hydraulic Model
- Hydraulic and Transient Analysis Draft Report
- Hydraulic and Transient Analysis Final Report
- Flow Monitoring Technical Memorandum and database

## **Task 2 – Condition Assessment**

### **Sub-task 2.01 – Project Controls and Team Coordination**

Project controls and team coordination shall encompass efforts required for Project execution, trend management, coordination support, sub-consultant management and coordination, as applicable, and other requirements needed to complete the sub-tasks under this Task 2, as described in the following sections. CONSULTANT shall continue to maintain a comment and trend log spreadsheet (Project Trend Register) to track comments and decisions made throughout the Project, and shall continue to update the Project Trend Register monthly. CONSULTANT shall continue to maintain the Project Schedule.

### **Sub-task 2.02 – Risk-Based Prioritization Framework**

**Risk-Based Pipeline Prioritization Data Collection:** CONSULTANT shall review the force main system GIS network and pipe attribute data provided by COUNTY for consistency and completeness appropriate to support the risk-based prioritization analysis. CONSULTANT shall evaluate available data from COUNTY for use in the pipeline prioritization framework. The relevant data provided by COUNTY may include previous prioritization spreadsheets and any additional background information on previous risk determinations. Additional data may be requested to support the development of likelihood of failure ("LOF") and consequence of failure ("COF") criteria. Requested data shall be provided in a geodatabase or shapefile format or spreadsheet.

The required GIS data shall include sewer network data, material, and installation dates/years. CONSULTANT shall also utilize background data, such as service area, roads, railroads, water bodies, soil classification, and population densities, as available from COUNTY or third-party sources such as the United States Geological Survey ("USGS"). Break data shall be provided from COUNTY's current computerized maintenance management system ("CMMS") system, Maximo, and shall be converted into GIS by CONSULTANT.

**Risk-Based Prioritization Framework Teleconference Workshop:** CONSULTANT shall conduct a teleconference workshop ("Risk-Based Prioritization Framework Teleconference Workshop") with COUNTY to discuss LOF and COF factors to be used in the risk-based prioritization model (e.g., size, criticality, age, proximity to critical customer and/or pump stations, operating pressures, hydraulic analysis and transient analysis results, work history, breaks, or leaks, etc.). Scoring methodologies and weightings for each selected criterion, as well as a risk matrix, shall be developed in coordination with COUNTY.

### **Sub-task 2.03 – Risk-Based Prioritization Model Development and Execution**

**Risk-Based Prioritization Model:** Based on the results of the Risk-Based Prioritization Framework Teleconference Workshop, CONSULTANT shall build a dynamic and interactive risk-based prioritization model using CONSULTANT's Interactive Capital Improvement Plan ("iCIP") tool. iCIP is an easy to use, open source program developed by CONSULTANT in the Environmental Systems Research Institute's ("Esri") ArcGIS Desktop linked with Microsoft Excel.

**Risk-Based Prioritization Model Results Review:** CONSULTANT shall facilitate one (1) teleconference workshop to review preliminary results of the iCIP model based on the selected LOF and COF factors, scoring methodology, weightings, and risk matrix. CONSULTANT shall update the iCIP model based on requested revisions (i.e., asbestos cement pipe force mains).



#### Sub-task 2.04 – Field Reconnaissance

CONSULTANT shall perform a field reconnaissance survey ("Field Reconnaissance Survey") of the force mains with COUNTY to better determine how to deploy the potential inspection technologies. The Field Reconnaissance Survey must help determine possible access issues, allowed shutdown times, safety considerations, and other logistics related to the condition assessment effort. This shall be done in conjunction with the Stage 1 Pump Station Condition Assessments described in Sub-task 2.10.

#### Sub-task 2.05 – Condition Assessment Technology Review and Evaluation

The risk-based prioritization shall be combined with a condition assessment technology review focused on technologies applicable to the force mains within COUNTY. The technology review shall focus on identifying the appropriate technologies and deployment platforms for the pipe materials and diameters within the Regional Wastewater System based on the prioritization classification.

The technology evaluation shall deploy a structured condition assessment protocol that provides an unbiased and defensible selection of techniques for future condition assessment inspections. Determining the most appropriate condition assessment techniques from the list of applicable inspection technologies shall be based on judging the technologies against the three main weighted criteria of cost, coverage, and effectiveness. Each technology shall be ranked on these criteria. The optimal blend of condition assessment techniques shall provide COUNTY the best balance of lowest cost, most coverage, and highest effectiveness to provide relevant data in order to determine the force main's likelihood of failure. The recommended condition assessment approach shall likely implement multiple investigation technologies that complement each other to provide a comprehensive evaluation.

#### Sub-task 2.06 – Develop Force Main Condition Assessment Plan

CONSULTANT shall provide a condition assessment plan ("Condition Assessment Plan"), documenting the recommended condition assessment approach identified in Sub-task 2.05 and prioritizing the investigation technologies. This overall Condition Assessment Plan shall provide an overview of the work performed, including alternatives considered, and document key considerations, cost estimates, calculations performed, and the final recommendations.

Specific inspection plans for each force main shall be provided to plan for operational logistics, potential contractors, and other professional services that may be required to assess the condition of each force main.

#### Sub-task 2.07 – Review of Pump Station ("PS") Asset Inventory and Hierarchy

CONSULTANT shall review COUNTY's existing pumping station asset inventory data and asset hierarchy from the current BCWWS' CMMS, Maximo.

#### Sub-task 2.08 – Establish Pump Station Assessment Criteria and Condition Rating System

CONSULTANT, in collaboration with COUNTY, shall develop assessment criteria and a standardized rating system to guide in the assessment of the pumping stations. A rating system shall be used to assign a physical condition of an asset (i.e., negligible, minor, moderate, major, and severe condition) based on the probability of failure. A discipline-specific rating system shall be developed as needed to accurately capture the condition of an asset.

CONSULTANT shall review previous assessment reports provided by COUNTY to gain an understanding of how assets were assessed in the past. CONSULTANT shall review the risk analysis and reassess the LOF and COF approaches previously used. The previous risk analysis criteria shall be compared to CONSULTANT's standard criteria and the assessment criteria shall be developed and finalized. The assessment criteria and rating system shall be established by CONSULTANT and COUNTY in conjunction with the Risk-Based Prioritization Framework Teleconference Workshop described in Sub-task 2.02.

#### Sub-task 2.09 – Prepare Field Inspection Plan

CONSULTANT shall establish an inspection protocol in advance of the condition assessment inspections in collaboration with COUNTY. This shall be an interactive process with COUNTY to gain an understanding of the pumping stations so that the data collected is consistent with asset management objectives.

CONSULTANT shall develop a field inspection plan ("Field Inspection Plan") to outline the sequence of field activities, determine the location of testing, type of testing, and degree of testing required to adequately evaluate the condition of the pump stations. The Field Inspection Plan shall identify methods to manage the inspection data to ensure information obtained from the Project is appropriately and consistently recorded. The field inspections schedule and the necessary logistics shall be coordinated with WWOD staff based on their availability.

CONSULTANT shall use a field inspection tool (Survey123 or similar) to collect the appropriate field data. The field inspection tool must include a hand-held tablet to capture data using a configured software. CONSULTANT shall prepare condition assessment forms by asset type in the field inspection tool. Asset Identity Documents ("IDs") from the existing asset inventory shall be used for the condition assessment data. Digital output from the inspection tool shall be provided to COUNTY in an Excel spreadsheet.

The Field Inspection Plan shall be utilized to gather useful data for describing the condition and projecting the remaining useful life of the pump stations. A rating system shall be used to assign a physical condition of an asset (i.e., negligible, minor, moderate, major, and severe condition) such that recommendations can be prioritized as part of the Master Plan.

The Field Inspection Plan shall include the following:

- A. Safety Plan
- B. Schedule
- C. Forms and Equipment
- D. Inspection methods and locations/quantity of measurements
- E. Data Management

The Field Inspection Plan shall be developed to cover condition assessments at each site and shall be submitted to COUNTY for review and approval.

#### Sub-task 2.10 – Stage 1 – Conduct Multi-Discipline Inspections

CONSULTANT shall assemble a multi-discipline team to conduct a condition assessment of existing assets at each pumping station (the "Condition Assessment"). The inspections shall predominately rely on visual inspection of deficiencies or deteriorated conditions. General operability checks shall be completed with COUNTY Operations & Maintenance ("O&M") staff. The intent of the Condition Assessment is to provide

observations related to existing conditions and remaining useful life of the various facilities. Assessments shall include a review of compliance with Florida Department of Environmental Protection regulations. Depending on the assets at each pumping station, assessments may include, but is not limited to, the following:

- A. Architectural assessment. Inspection of buildings including building envelope and roof. Review buildings for code compliance.
- B. Structural assessment. Evaluate structural condition of concrete surfaces with respect to corrosion, cracks, spalls; structural steel and miscellaneous metals with regards to visible rust and integrity; brick masonry distress; and overall condition of the structure. pH and hammer testing of concrete may be conducted where feasible during the visit.
- C. Building mechanical assessment. Inspection of building mechanical equipment, including the heating, ventilation, and air conditioning (“HVAC”) system, odor control systems, and plumbing. Review of compliance to National Fire Protection Agency (also known as “NFPA”) 820.
- D. Mechanical assessment. Evaluate the condition of major mechanical piping and equipment associated with the pump stations.
- E. Electrical assessment. Inspection of electrical equipment and evaluation of potential National Electrical Code (also known as “NEC”) compliance issues. Assessment shall include VFDs, motors, switchgear, motor control centers (also known as “MCCs”), electrical panels, transformers, and other visible electrical equipment.
- F. Instrumentation and Controls (“I&C”) assessment. Inspection of condition of local instrumentation elements, indicators, transmitters, control panels, and valve controls.

During the Condition Assessment, CONSULTANT shall interview COUNTY O&M staff to gain their perspective on pumping station operations and capture maintenance history at each site.

The inspections under this Sub-task shall involve visual inspection and interview of staff. No operational testing, disassembly, or confined space entry is anticipated unless performed by COUNTY.

#### Sub-task 2.11 – Repair/Rehabilitation Alternatives and Recommendations

Based on the Condition Assessment, CONSULTANT shall assess the reliability of each pumping station and associated facilities and develop alternatives and recommendations for repair/rehabilitation improvements.

#### Sub-task 2.12 – Facility Condition Assessment Technical Memorandum

Draft Technical Memorandum: CONSULTANT shall document the Condition Assessment results and recommendations in a draft report (“Draft Facility Condition Assessment Technical Memorandum”). System maps and figures shall be developed to illustrate the results, support the recommendations, and summarize the proposed improvements and recommended condition assessment priorities. The Draft Facility Condition Assessment Technical Memorandum will be provided to COUNTY for review and comments.

Final Technical Memorandum: CONSULTANT shall incorporate comments from COUNTY and update the Draft Facility Condition Assessment Technical Memorandum to address such comments in a final report ("Final Facility Condition Assessment Technical Memorandum"). One hard copy and one electronic version of the Final Facility Condition Assessment Technical Memorandum shall be provided to COUNTY.

### Task 2 Deliverables

- Risk-Based Prioritization Model (using iCIP)
- Field Inspection Plan
- Force Main Condition Assessment Plan
- Field Notes
- Draft Facility Condition Assessment Technical Memorandum
- Final Facility Condition Assessment Technical Memorandum

### **Task 3 – Capital Improvement Planning (“CIP”)**

CONSULTANT shall develop a comprehensive capital improvement plan (“CIP”) that shall involve inspections, upgrades to or replacement of existing assets, and additions or extensions of existing assets in response to ongoing developments compatible with COUNTY’s goals. This approach shall enable COUNTY to prioritize its inspection and repair and rehabilitation (“R&R”) efforts, and to maintain a high level of service, while efficiently using its limited resources to achieve its infrastructure management goals.

During this phase, the Regional Wastewater System force mains improvements identified under Task 1 and Task 2 shall be presented in a capital projects list. Planning-level opinions of probable construction costs shall be prepared for each improvement project (capital costs and annual operations and maintenance cost impacts). Projects shall be prioritized by fiscal year.

#### Sub-task 3.01 – Project Controls and Team Coordination

Project controls and team coordination shall encompass efforts required for Project execution, trend management, coordination support, sub-consultant management and coordination, as applicable, and other requirements needed to complete the sub-tasks under this Task 3, as described in the following sections. CONSULTANT shall continue to maintain a comment and trend log spreadsheet (Project Trend Register) to track comments and decisions made throughout the Project, and shall continue to update the Project Trend Register monthly. CONSULTANT shall continue to maintain the Project Schedule

#### Sub-task 3.02 – Opinions of Probable Construction Costs

CONSULTANT shall prepare unit cost information and assumptions for the variety of types of improvements identified as part of the Regional Wastewater System (force mains) condition assessments efforts. This unit cost information shall be used to develop planning-level opinions of probable construction costs. The unit cost information shall be added to the iCIP Cost Estimating Tool based on COUNTY’s choice to support the calculation and organization of CIP project costs. Tables shall be prepared to summarize cost information for the proposed improvement projects. Estimated annual operations and maintenance cost impacts associated with the projects shall also be provided, as applicable.

### Sub-task 3.03 – CIP Project Prioritization and Scheduling

CONSULTANT shall define an initial prioritization and implementation schedule for the recommended capital improvement projects (including potential replacement or condition assessment projects). CONSULTANT shall develop a draft five-year (5-year) implementation schedule for improvements that are recommended between COUNTY's fiscal years 2021 and 2025. The implementation schedule shall consider financial constraints and other prioritization criteria and goals defined with COUNTY. Project costs shall be applied at the appropriate time in the implementation schedule, and total annual capital costs shall be determined for fiscal years 2021 through 2025. CONSULTANT shall also identify CIP projects that are recommended for implementation between fiscal years 2026 and 2030; and between fiscal years 2031 and 2035.

CONSULTANT shall use the iCIP Cost Estimating Tool to support the organization, prioritization and scheduling of the CIP projects. The iCIP Cost Estimating Tool shall maintain a record of the project ID, size, location, description, and other project information, including projects costs and schedules. The iCIP Cost Estimating Tool shall be used during the Project Validation and Prioritization Workshop (as defined below in Sub-task 3.04) to support refinements to the scheduling of the force main projects for each fiscal year five-year (5-year) planning period (2021, 2026, or 2031).

The iCIP Cost Estimating Tool with the final CIP projects shall be delivered to COUNTY at the end of the Project for its use in updating and maintaining its CIP into the future.

### Sub-task 3.04 – Project Validation and Prioritization Workshop

A workshop shall be conducted with COUNTY's staff to review the list of recommended capital improvement projects ("Project Validation and Prioritization Workshop"). The justification for each improvement project shall be reviewed and discussed, as well as the priority ranking for each project as compared to previously identified evaluation criteria. Opinions of probable project cost and the proposed implementation schedule shall also be reviewed.

### Sub-task 3.05 – Draft Master Plan Report

CONSULTANT shall document the Master Plan in a draft report ("Draft Master Plan Report"). The Draft Master Plan Report shall incorporate the final versions of the various technical memoranda prepared during previous phases of work. The Draft Master Plan Report shall describe the evaluations performed and the resulting recommendations. The Draft Master Plan Report shall provide year by year recommendations for system and facility improvements between COUNTY's fiscal years 2020 and 2025 and define longer term improvements recommended through COUNTY's fiscal year 2035. System maps and figures to support the recommendations and summarize the proposed improvements shall be provided. One hard copy and one electronic copy of the Draft Master Plan Report shall be provided to COUNTY. The updated hydraulic model and iCIP Cost Estimating Tool shall also be provided with the Draft Master Plan Report.

### Sub-task 3.06 – Draft Master Plan Report Workshop

CONSULTANT shall facilitate a workshop with COUNTY Staff to present the Draft Master Plan Report and receive comments ("Draft Master Plan Report Workshop").

### Sub-task 3.07 – Final Master Plan Report

CONSULTANT shall incorporate comments from the Draft Master Plan Report Workshop and update the Draft Master Plan Report to address these comments in a final report ("Final Master Plan Report"). One hard copy, signed and sealed, and one electronic copy, with electronic seal and signature, of the Final Master Plan Report shall be provided to COUNTY.

### Sub-task 3.08 – Training

CONSULTANT shall provide a two-day (2-day) training on the development and use of COUNTY's specific iCIP model. A few hours of the first day of training shall be set aside for an overview of iCIP that will be intended for non-users to better understand the tool. The remaining time shall be focused on custom tutorials created by CONSULTANT to train users from COUNTY on how the iCIP model was developed, how to use the iCIP tool, and how to maintain/update the iCIP model for future fiscal years.

### Task 3 Deliverables

- Opinions of Probable Construction Cost tables for improvement projects
- Prioritized CIP projects
- Project Validation and Prioritization Workshop Agenda/Meeting Minutes
- iCIP Spreadsheet and GIS Tool
- Draft Master Plan Report
- Meeting Minutes
- Final Master Plan Report
- iCIP Training Presentation Handouts

### **Task 4 – Emergency Response Plan**

CONSULTANT shall develop an emergency response plan for the Regional Wastewater System ("Emergency Response Plan"). The Emergency Response Plan is to be used as a general guide to assist COUNTY staff and contractors in the response to an emergency event.

### Sub-task 4.01 – Project Controls and Team Coordination

Project controls and team coordination shall encompass efforts required for Project execution, trend management, coordination support, sub-consultant management and coordination, as applicable, and other requirements needed to complete the sub-tasks under this Task 4, as described in the following sections. CONSULTANT shall continue to maintain a comment and trend log spreadsheet (Project Trend Register) to track comments and decisions made throughout the Project, and shall update the Project Trend Register monthly. CONSULTANT shall continue to maintain the Project Schedule.

### Sub-task 4.02 – Develop Standard Operating Procedures

CONSULTANT shall develop standard operating procedures ("SOPs") for COUNTY to implement in the event of an emergency related to the Regional Wastewater System. SOPs shall be created for the following potential emergencies:

- Force Main Break

- Pump Station Failure

Each SOP shall establish procedures for implementing the emergency response plan, such as:

- Locating Key Isolation Valves
- Procedure for Addressing Connecting Lift Stations
- Emergency Contact Information
- COUNTY Staff Roles and Levels of Involvement
- Coordination with the Regional Users
- Documentation Procedures
- Safety Procedures
- Public Media Notification
- Bypass Pumping Procedures and Details
- Spill Containment and Isolation
- Soil and Water Contamination Testing and Monitoring Procedures
- Cleanup Procedures, Spill Handling, and Disposal
- Repair Methods and Details

In furtherance of CONSULTANT's effort to develop SOPs, it shall schedule and facilitate a meeting with WWOD staff to discuss same and exchange related documents already in existence.

#### Sub-task 4.03 – Cost/Benefit Analysis for Spare Materials

CONSULTANT shall utilize risk assessments to develop an opinion of probable costs for repair materials. CONSULTANT shall review the cost and necessity for COUNTY to stockpile material such as bypass pumping equipment, force main repair kits (repair sleeves and replacement pipes), and materials for Sanitary Sewer Overflow (“SSO”) or breaks cleanup. CONSULTANT shall perform a cost/benefit assessment to determine the best option for developing a spares and materials holding strategy.

#### Task 4 Deliverables

- Emergency Response Plan
- Meeting Minutes
- Draft SOPs for the following:
  - Force Main Break
  - Pump Station Failure
- Final SOPs for the following:
  - Force Main Break
  - Pump Station Failure
- Cost/Benefit Assessment for repair materials
- Identification and inclusion of future needs in the CIP from Task 3.

### **ASSUMPTIONS**

1. The Regional Wastewater Master Plan with a risk-based asset prioritization shall be performed for sixty-four (64) miles of force mains, eleven (11) regional master pump stations, and five (5) retail pump stations.

2. COUNTY shall make available existing record drawings for the eleven (11) regional master pump stations and five (5) retail pump stations.
3. The attribute data for sewer/pump station/force main assets that shall be surveyed within the Regional Wastewater System, gathered via field surveys, and to be included in the GIS database shall be for the following:
  - a. Pump station piping locations
  - b. Wetwell rim
  - c. Wetwell invert
  - d. Wetwell dimensions
  - e. Force main locations
  - f. Location of combination air vacuum valves (also known as "air/vacuum valves")
  - g. Motorized isolation valves and valves susceptible to being closed too quickly creating transient pressures
4. Design, permitting, bidding support, and construction phase services are not included in this Scope of Services.

#### **TIME OF PERFORMANCE**

It is anticipated that the project shall have the following durations.

Task Series	Days from Notice to Proceed to Completion
Task 1 – Hydraulic and Transient Modeling	4 Months
Task 2 – Condition Assessment	4 Months (after completion of Task 1)
Task 3 – Capital Improvement Planning (“CIP”)	4 Months (after completion of Task 2)
Task 4 – Emergency Response Plan	3 Months (after completion of Task 2)



**EXHIBIT B  
Payment Schedule**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

**Table A: Deliverables/Phases Payment**

<b>Description</b>	<b>Retainage</b>	<b>Total Deliverable Amount (including retainage)</b>
Deliverable 1: Hydraulic and Transient Modeling	10%	\$220,164.77
Deliverable 2: Condition Assessment	10%	\$343,200.00
Deliverable 3: Capital Improvement Planning (“CIP”)	10%	\$117,990.60
Deliverable 4: Emergency Response Plan	10%	\$59,631.18

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

**Table B: Hourly Services/Payment**

<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Project Director	\$295.00/hour
Senior Project Manager	\$249.74/hour
Project Manager	\$225.25/hour
Senior Technical Specialist	\$295.00/hour
Technical Specialist	\$214.99/hour
Senior Engineering Manager	\$230.68/hour
Engineering Manager	\$198.11/hour
Senior Construction/Operations & Maintenance (“O&M”) Manager	\$227.39/hour

Senior Engineer	\$183.40/hour
Project Engineer	\$161.27/hour
Staff Engineer III	\$142.29/hour
Staff Engineer II	\$126.48/hour
Staff Engineer	\$113.84/hour
Senior Engineering Technician	\$144.35/hour
Engineering Technician	\$113.90/hour
Senior Administrator	\$106.65/hour
Administrative Assistant	\$89.52/hour

The rates per hour provided in Table B above are established based on the calculations provided in the Maximum Billing Rates sheet for CONSULTANT below, and are to be construed in strict accordance therewith.

**Table C: Deliverable Not to Exceed Amounts**

Phase/Service	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase I	Hydraulic and Transient Model	Hourly Fee per Table B	10%	\$220,164.77
Phase II	Condition Assessment	Hourly Fee per Table B	10%	\$343,200.00
Phase III	Capital Improvement Planning	Hourly Fee per Table B	10%	\$117,990.60
Phase IV	Emergency Response Plan	Hourly Fee per Table B	10%	\$59,631.18

**Table D: Reimbursable Expenses** (subject to Florida Statutes Section 112.061)

<b>Reimbursable</b>	<b>Not-to-Exceed Amount</b>
Travel	\$4,350.00
Per Diem (meals, lodging, etc.)	\$2,925.00
Printing, reproduction, or photography	\$445.00
Car Rental	\$780.00

**MAXIMUM BILLING RATES**

Project No: PNC2116651P1  
 Project Title: Regional Transmission System Master Plan  
 Consultant/ Black & Veatch  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE	X	MULTIPLIER	=	MAXIMUM
	(\$/HR)				BILLING
					RATE
					(\$/HR)
Project Director	\$ 96.09		3.07		\$295.00
Senior Project Manager	\$ 81.35		3.07		\$249.74
Project Manager	\$ 73.37		3.07		\$225.25
Senior Technical Specialist	\$ 96.09		3.07		\$295.00
Technical Specialist	\$ 70.03		3.07		\$214.99
Senior Engineering Manager	\$ 75.14		3.07		\$230.68
Engineering Manager	\$ 64.53		3.07		\$198.11
Senior Construction/ O&M Manager	\$ 74.07		3.07		\$227.39
Senior Engineer	\$ 59.74		3.07		\$183.40
Project Engineer	\$ 52.53		3.07		\$161.27
Staff Engineer III	\$ 46.35		3.07		\$142.29
Staff Engineer II	\$ 41.20		3.07		\$126.48
Staff Engineer	\$ 37.08		3.07		\$113.84
Senior Engineering Technician	\$ 47.02		3.07		\$144.35
Engineering Technician	\$ 37.10		3.07		\$113.90
Senior Administrator	\$ 34.74		3.07		\$106.65
Administrative Assistant	\$ 29.16		3.07		\$89.52

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (126.80)%

FRINGE = HOURLY RATE X FRINGE (44.00) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (13.50)%

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

**MAXIMUM BILLING RATES**

Project No: PNC2116651P1  
 Project Title: Regional Transmission System Master Plan  
 Consultant/ Black and Veatch  
 Subconsultant Name: Carollo Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.07	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$82.00		3.07		\$251.74
Specialist	\$90.00		3.07		\$276.30
Technical Advisor	\$90.00		3.07		\$276.30
Senior Professional Engineer	\$79.00		3.07		\$242.53
Senior Professional Discipline Engineer	\$78.00		3.07		\$242.53
Project Engineer	\$70.00		3.07		\$214.90
Staff Professional	\$45.00		3.07		\$138.15
CADD Services Manager	\$75.00		3.07		\$230.25
Lead CADD Designer	\$65.00		3.07		\$199.55
Senior CADD Designer	\$45.00		3.07		\$138.15
Sr. Administrative Assistant	\$40.00		3.07		\$122.80
Clerk/Administrative	\$25.00		3.07		\$76.75

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (141.17)%

FRINGE = HOURLY RATE X FRINGE (35.90) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.8)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE **3.07**

**MAXIMUM BILLING RATES**

Project No: PNC2116651P1  
 Project Title: Regional Transmission System Master Plan  
 Consultant/ Black and Veatch  
 Subconsultant Name: 300 Engineering Group, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal/ Vice President	\$80.00		2.95		\$236.00
QAQC/Senior Technical Advisor	\$91.35		2.95		\$250.00*
Project Manager	\$60.00		2.95		\$177.00
Senior Construction/ O&M Manager	\$60.00		2.95		\$177.00
Senior Engineer	\$65.00		2.95		\$191.75
Project Engineer	\$45.00		2.95		\$132.75
Junior Engineer	\$35.00		2.95		\$103.25
GIS Specialist	\$45.00		2.95		\$132.75

\*Capped at \$250.00 as per BCWWS's offer

Multiplier of 2.95 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (126.23)%

FRINGE = HOURLY RATE X FRINGE (30.20) %

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE 2.95

**MAXIMUM BILLING RATES**

Project No: PNC2116651P1  
 Project Title: Regional Transmission System Master Plan  
 Consultant/ Black & Veatch  
 Sub-Consultant Name: Gamboa Engineers, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
Senior Principal Engineer (PE)	\$79.00		2.31		\$182.49
Lead Project Engineer (PE)	\$68.00		2.31		\$157.08
Electrical Engineer	\$57.00		2.31		\$131.67
Senior Designer Technician	\$34.00		2.31		\$78.54
Lead CAD Operator- Technician	\$34.00		2.31		\$78.54
CAD Operator – Drafting Technician	\$27.00		2.31		\$62.37
Document Processor	\$23.00		2.31		\$53.13

Multiplier of 2.31 is calculated as follows (Safe Harbor Cost Rates):

COMBINED FRINGE BENEFIT AND OVERHEAD = HOURLY RATE X (COMBINED FRINGE BENEFIT AND OVERHEAD) (110.00)%

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

MULTIPLIER = (HOURLY RATE + COMBINED FRINGE BENEFIT AND OVERHEAD + 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.

**MAXIMUM BILLING RATES**

Project No: PNC2116651P1  
 Project Title: Regional Transmission System Master Plan  
 Consultant/ Black & Veatch  
 Sub-Consultant Name: ECR Engineering, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Principal Engineer	\$108.00		2.31		\$249.48
Project Engineer, Sr	\$75.00		2.31		\$173.25
Project Engineer, Jr	\$42.00		2.31		\$97.02
CAD Technician	\$45.00		2.31		\$103.95

Multiplier of 2.31 is calculated as follows (Safe Harbor Cost Rates):

COMBINED FRINGE BENEFIT AND OVERHEAD = HOURLY RATE X (COMBINED FRINGE BENEFIT AND OVERHEAD) (110.00)%

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

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

**Notes:**

1. Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.
2. Consultant has accepted a maximum billing rate of \$250.



**MAXIMUM BILLING RATES**

Project No: PNC2116651P1  
 Project Title: Regional Transmission System Master Plan  
 Consultant/ Black and Veatch  
 Subconsultant Name: ADEPT Public Relations, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
Public/Stakeholder Outreach II	\$83.33		2.31		\$192.49
Public/Stakeholder Outreach I	\$75.00		2.31		\$173.25

Multiplier of 2.31 is calculated as follows (Safe Harbor Cost Rates):

COMBINED FRINGE BENEFIT AND OVERHEAD = HOURLY RATE X (COMBINED FRINGE BENEFIT AND OVERHEAD) (110.00)%

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

MULTIPLIER = (HOURLY RATE + COMBINED FRINGE BENEFIT AND OVERHEAD + 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 C Minimum Insurance Requirements

### INSURANCE REQUIREMENTS

**Project:** Water and Wastewater Services Regional System Master Plan  
**Agency:** Water and Wastewater services

TYPE OF INSURANCE	ADDL INSD	SUBR WVP	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable  <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made  <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>  <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input type="checkbox"/> <b>CYBER LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$25 k	
<input type="checkbox"/> <b>CRIME AND FIDELITY/EMPLOYEE DISHONESTY</b>  <i>Broward County must be named as a Loss Payee.</i>			Each Occurrence:		
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

  
Digitally signed by COLLEEN A. POWELL  
 DN: cn=Colleen Powell, o=Broward County, ou=Risk Management, email=COLLEEN.A.POWELL@broward.net, c=US, date=2018.04.27 13:02:10 -0400  
 Risk Management Division

**EXHIBIT D**

**WORK AUTHORIZATION FOR AGREEMENT REGIONAL TRANSMISSION SYSTEM MASTER PLAN**

Contract Number:

Work Authorization No.

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This Work Authorization is between Broward County and Black & Veatch (“Consultant”) pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:**

See Exhibit A for additional detail.

Agreement at issue is \_\_\_ Lump Sum/ \_\_\_ Not-to-Exceed in the amount:

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_\_ calendar days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

Services	\$ _____
Reimbursables	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Consultant upon written acceptance by County of all goods and services provided under this Work Authorization.

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**County**

_____	Contract Administrator	_____	Date
Project Manager	_____	Board or Designee	_____
Date	_____	Date	_____

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**Contractor**

_____	Signed	_____	Date
Attest	_____	Typed Name	_____
	_____	Title	_____

**EXHIBIT E**  
**CBE Subconsultant Schedule and Letters of Intent**

Project No: RFP #PNC2116651P1  
Project Title: Regional Transmission System Master Plan  
Prime Consultant: Black & Veatch

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	Carollo Engineers, Inc.	<i>Planning of Regional Systems and Inspection/Design of Wastewater Infrastructure</i>
2.	300 Engineering Group, P.A.	<i>Civil, Environmental, Mechanical, Electrical &amp; Structural with expertise in Emergency Response Plans</i>
3.	Gamboa Engineers, LLC	<i>Electrical</i>
5.	ECR Engineering, LLC	<i>Civil, Structural, Mechanical, Environmental and Land Surveying</i>
6.	Adept Strategy & public Relations	<i>Infrastructure/Landscape Architecture</i>

PNC2116651P1



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

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This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** PNC2116651P1

**Project Title:** Regional Transmission System Master Plan

**Bidder/Offeror Name:** Black and Veatch Corporation  
**Address:** 2855 North University Drive, Suite 210 **City:** Coral Springs **State:** FL **Zip:** 33065  
**Authorized Representative:** Rafael Frias, PE **Phone:** 754-229-3054

**CBE Firm/Supplier Name:** 300 Engineering Group, P.A.  
**Address:** 5747 N. Andrews Way **City:** Fort Lauderdale **State:** FL **Zip:** 33309  
**Authorized Representative:** Franklin A Torrealba, PE **Phone:** 305-763-9829

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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>2</sup>	CBE Percentage of Total Project Value
Emergency Response Planning, GIS, Data Collection, Assessment	541330		25.00 %
			%
			%

Broward County Board of County Commissioners

BidSync

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: Director Date: 07/12/2018

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Rafael Frias, PE, Project Director Date: July 13, 2018

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

Rev.: June 2018

Compliance Form No. 004

7/16/2018

Broward County Board of  
County Commissioners

PNC2116651P1



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

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** PNC2116651P1

**Project Title:** Regional Transmission System Master Plan

**Bidder/Offeror Name:** Black and Veatch  
Address: 2855 North University Drive, Suite 210 City: Coral Springs State: FL Zip: 33065  
Authorized Representative: Rafael Frias, PE - Project Director Phone: 754-229-3044

**CBE Firm/Supplier Name:** Gamboa Engineers, Inc.  
Address: 17433 SW 65 Ct. City: Southwest Ranches State: FL Zip: 33331  
Authorized Representative: Mario Gamboa Phone: 954.533.1121

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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>2</sup>	CBE Percentage of Total Project Value
Electrical, Instrumentation	54		2.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: Manager Date: 07/11/2018

**Bidder/Offeror Authorized Representative**

Signature:  Title: Rafael Frias, PE - Project Director Date: 07/11/2018

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

Rev.: June 2018

Compliance Form No. 004

PNC2116651P1



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

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2116651P1

Project Title: Regional Transmission System M

Bidder/Offeror Name: Black & Veatch Corporation

Address: 2855 North University Drive, Suite 210 City: Coral Springs State: FL Zip: 33065

Authorized Representative: Rafael Frias, PE Phone: (754) 229-3054

CBE Firm/Supplier Name: ECR Engineering, LLC

Address: 5300 Powerline Road, Suite 207 City: Ft. Lauderdale State: FL Zip: 33309

Authorized Representative: Exel F. Colon - Rivera, PE Phone: (787) 925-3341

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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>2</sup>	CBE Percentage of Total Project Value
Engineering Services	541330		2.00 %
Other Specialized Design Service	541490		2.00 %
Other Scientific & Technical Consulting Services	541690		2.00 %

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: Exel F. Colon - Rivera, PE - Principal Engineer Date: 07/13/2018

**Bidder/Offeror Authorized Representative**

Signature:  Title: Rafael Frias, PE - Project Director Date: 07/13/2018

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

Rev.: June 2018

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County Commissioners

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BidSync

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Broward County Board of  
County Commissioners

PNC2116651P1



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

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** PNC2116651P1

**Project Title:** BC WWS Regional Master Plan

**Bidder/Offeror Name:** Black & Veatch Corporation

Address: 2855 North University Drive, Suite 210 City: Coral Springs State: FL Zip: 33065

Authorized Representative: Rafael Frias, PE - Project Director Phone: 754-229-3049

**CBE Firm/Supplier Name:** ADEPT Public Relations, LLC

Address: 5300 Powerline Road, Suite 207 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Julie Ruffolo Phone: 954-769-1533

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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>2</sup>	CBE Percentage of Total Project Value
Public Involvement / Stakeholder Liaison	541810 / 541820		1 %
Document Preparation Services	561410		%
Marketing Research and Public Opinion Polling	541910		%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: Managing Partner Date: 07/12/2018

**Bidder/Offeror Authorized Representative**

Signature:  Title: Rafael Frias, PE, Project Director Date: July 13, 2018

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

**Rev.: June 2018**

**Compliance Form No. 004**