



**AGREEMENT BETWEEN BROWARD COUNTY AND
KEITH AND ASSOCIATES, INC.
FOR
CONTINUING ENGINEERING SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION
AND STORM WATER COLLECTION**

(RFP # R1404111P1)

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FOR
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(RFP # R1404111P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Keith and Associates, Inc., a Florida corporation, ("Consultant") (collectively referred to as the "Parties").

WHEREAS, COUNTY desires to hire a Consultant to provide general professional architectural and engineering consulting and related services when authorized as described in this Agreement; NOW, THEREFORE,

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

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.2 **Consultant**: The engineering firm selected to perform the services pursuant to this Agreement.
- 1.3 **Contract Administrator**: The Director of the Water and Wastewater Engineering Division, Broward County or designee who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.5 **County Administrator**: The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney**: The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program
Continuing Engineering Services for Water Distribution,
Wastewater Collection and Storm Water Collection

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and must be certified by Broward County's Office of Economic and Small Business Development.

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

1.9 Project: Professional services assigned to Consultant pursuant to a Work Authorization. A Project may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction contract administration services; construction phase field support services; inspections; construction observation and project progress documentation; post-occupancy surveys; project related claims analysis and support; surveying; materials and contract compliance testing services; computer aided and manually generated graphics support; preparation of narratives and other textual project support; photographic and video-graphic project support; building information modeling (BIM) project support; geographic information systems (GIS) project support; other data and information project system support.

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

2.1 Work Authorization: Documents issued pursuant to this Agreement, referencing an agreed upon scope of work, payment, schedule, deliverables and other project requirements established by the Contract Administrator. A Work Authorization shall be issued on a County form appropriate to the award authority for joint execution as more fully described in Article 4.

ARTICLE 2. PREAMBLE

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

2.1 Funding for services performed under this Agreement will be for specific projects funded by County as provided for in the annual budget, as amended. Award of this Agreement does not guarantee work will be issued. Failure to issue work under this Agreement shall not be deemed a breach of this Agreement.

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

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

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services may include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. Consultant shall provide all services including all necessary, incidental, and related activities and services required by the Work Authorization and contemplated in Consultant's level of effort.

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

3.3 Consultant agrees to meet with County at reasonable times after reasonable notice.

3.4 Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in County's Standard Form Construction Documents or those County documents governing alternative forms of construction delivery.

3.5 Consultant shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Consultant agrees that if it withholds an amount as retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County.

3.6 Consultant shall prepare all work required by this Agreement pursuant to the requirements of Attachment 1 and where applicable for BIM projects, pursuant to Attachment 1a.

ARTICLE 4. AUTHORIZATION OF WORK

4.1 All work to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized in writing by a "Work Authorization," in accordance with the requirements Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

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of this Article.

4.1.1 Before any Project is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with an estimate for all charges expected to be incurred for such Project, which estimate shall be reviewed and approved by the Contract Administrator and a final amount for Consultant's compensation shall be approved as follows:

4.1.1.1 Work Authorizations estimated to be Thirty Thousand Dollars (\$30,000.00) or less shall be approved by the Contract Administrator and Consultant.

4.1.1.2 Work Authorizations estimated to be more than Thirty Thousand Dollars (\$30,000.00) but less than Two Hundred Thousand Dollars (\$200,000) shall be approved by County's Purchasing Director or Board, and Consultant. Work Authorizations estimated to be more than Two Hundred Thousand Dollars (\$200,000) shall be approved by the Board.

4.1.1.3 In no instance may a Work Authorization be issued by either the Board, County's Purchasing Director or the Contract Administrator where Consultant's professional services are required to provide construction contract documents (drawings and specifications) for construction of a Project whose basic construction cost is originally estimated by County to be more than Two Million Dollars (\$2,000,000).

4.1.1.4 Subsequent to the Contract Administrator issuing a Work Authorization pursuant to this Article, the Contract Administrator will issue a written Notice to Proceed (NTP) for that authorized work. Consultant shall not commence such work until after receipt of the NTP.

4.1.2 Any change of scope requiring charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by County, County's Purchasing Director or the Contract Administrator. The Contract Administrator shall approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed Thirty Thousand Dollars (\$30,000.00). County's Purchasing Director shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Thirty Thousand Dollars (\$30,000) but does not exceed the Purchasing Director's delegated authority level. The Board shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds the County Purchasing Director's delegated authority level. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined above.

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4.2 All authorizations shall contain, as a minimum, the following information and requirements:

4.2.1 A statement of the method of compensation and Consultant's proposed written scope of work and any required deliverables.

4.2.2 A budget establishing the amount of compensation and reimbursables to be paid upon the establishment of a negotiated lump sum fee or the application of appropriate billing rates as set forth in Exhibit A, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of County is obtained. In the event County does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of Consultant, the Work Authorization shall be terminated, and Consultant shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

4.2.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to the Work Authorization.

4.2.6 Any other additional instructions or provisions relating to the Work Authorization.

4.2.7 Work Authorizations shall be prepared on forms provided by the Contract Administrator, dated, serially numbered, and executed by County and Consultant.

4.2.8 All Work Authorizations shall be negotiated in the Sunshine pursuant to Florida Statutes and County Policy, in the presence of the Contract Administrator or designee.

4.3 In the event that Consultant is unable to complete the above services because of delays resulting from untimely review and approval by County or other governmental authorities having jurisdiction over the Project, and such delays are not the sole fault of Consultant, Contract Administrator shall grant a reasonable extension of time for the completion of the services. 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 For Construction Phase Services, the following additional provisions shall apply:

4.4.1 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant

shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein; whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

4.4.2 In the event the Contractor is granted an extension of time beyond the substantial completion date in the Contractor's agreement with County through no fault of Consultant, County in accordance with Article 6 shall compensate Consultant for all services rendered during the authorized time extension.

4.5 Consultant shall complete each Work Authorization and component tasks assigned whether or not such completion would cause work to be performed beyond the expiration date of this Agreement. Those Work Authorizations whose duration extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work with additional time and professional fees as otherwise allowed in Section 4.1.2. as long as said work is within the scope of work originally authorized by existing Work Authorization(s). Further, if the duration of the Work Authorization extends beyond the expiration date of this Agreement, the terms and conditions of this Agreement shall apply to that Work Authorization.

4.6 Consultant shall provide all engineering, landscape architectural, interior design or specialty professional services support (through either in-house or Subconsultant firms) as required to complete an assigned Project. Project specific services may also include Project team facilitation and support; hurricane/disaster preparedness and recovery assistance; Project status reporting and performance/compliance reporting.

4.7 Work Authorizations may be issued for various facility types including but not limited to: general governmental, cultural, parks and recreation, library, correctional/detention, law enforcement, vehicle maintenance, transit, aviation, seaport, health care, human services, educational, retail, food service, parking, and infrastructure/public works facilities. Upon approval of the Contract Administrator, all Work Authorizations will be authorized through the Construction Management Division and be managed by the applicable Broward County agency.

4.8 Work Authorizations shall depict projects in their entirety and in no case shall Work Authorizations be split in order to meet lower authorization thresholds as described in Section 4.1.

4.9 In the event of termination for convenience by County under Section 5.2, Consultant shall be paid its compensation for all work performed and expenses incurred for reimbursement as permitted under the terms of this Agreement prior to termination. Compensation shall be withheld until all documents are provided to County pursuant to this Agreement and Work Authorizations.

ARTICLE 5. TERM AND TERMINATION

5.1 The term of this Agreement shall begin upon execution by County and end on the three year anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth below. However, the County Purchasing Director may extend the term of this Agreement for two (2) additional one (1) year terms beyond the term established herein. The exercise of these options shall be by written notification issued by the Contract Administrator and furnished to Consultant.

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

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

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

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

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

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

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

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

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

5.6 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until all documents are provided to County pursuant to Section 5.2

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation:

6.1.1 All Work Authorizations issued pursuant to this Agreement shall not exceed a total of \$1,000,000 for any one year of the Agreement. If the Agreement is extended, then this limit shall apply to each year of the extended Agreement.

6.1.2 Maximum Amount Not-To-Exceed Compensation. County agrees to pay Consultant as compensation for performance of all services as related to the Work Authorization developed for each Project required under the terms of this Agreement Salary Costs as described in Section 6.2 and Exhibit A and to reimburse Consultant for Reimbursables as described in Section 6.3. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth for total compensation in the amount of or less than that agreed to by County and Consultant for each Project. The total hourly rates payable by County for each of Consultant's employee categories shall be as shown on Exhibit A, and shall be actual salary rates for each respective employee within the range of salaries.

6.1.3 Lump Sum Compensation. County agrees to pay Consultant as compensation for performance of all services as related to the Work Authorization developed for each Project required under the terms of this Agreement a Lump Sum as agreed to by County and Consultant for each Project. It is understood that the method of compensation is that of Lump Sum, which means that Consultant shall perform all services, set forth in the specific scope of work for a total compensation in the amount agreed to.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, Consultant has "lump sum" agreements with any subconsultant(s), then Consultant shall bill all "lump sum" subconsultant fees with no "markup." Likewise, Consultant shall bill, with no mark-up, all maximum not to exceed subconsultant fees using the employee categories for Salary Costs on Exhibit A as defined in Section 6.2 and Reimbursables defined in Section 6.3. All Subconsultant fees shall be billed in the actual amount paid by Consultant.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin as set forth on Exhibit A. Said Salary Costs are to be used only for time directly attributable to the Project. Fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after Consultant's most recently completed fiscal year.

If the certification for the most recently completed fiscal year is not available at the time of contracting, the certification shall be provided when it becomes available; provided, however, Consultant certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting. If applicable, Exhibit A shall be

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modified to reflect any reduction in the FAR audited overhead and fringe benefit rates from the rates provided at the time of contracting. The modified Exhibit A shall be effective retroactive to the date of execution of the Agreement, and if applicable, the Consultant shall reimburse the County for any overbilling.

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

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

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

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

6.2.4 The total hours payable by the County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires the Consultant's or subconsultant's personnel to work in excess of 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 to the County in a manner consistent with the Consultant's or subconsultant's applicable certified FAR audit and all other provisions of Section 6.2.

6.2.5 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 Federal Acquisition Regulation ("FAR") guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of the Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Reimbursables. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit A-1 expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable subconsultant expenses are limited as described herein when the subconsultant agreement provides for reimbursable expenses.

6.4 Method of Billing:

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

6.4.2 For Lump Sum Compensation under Section 6.1.2. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a

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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.

6.5 Method of Payment:

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

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

6.5.3 Payment will be made to Consultant at:

Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, Florida 33060

6.5.4 Payment shall be made to Consultant for services performed after the expiration date of this Agreement so long as the Project was assigned to Consultant by way of a Work Authorization or a Notice to Proceed issued to Consultant prior to the expiration date of this Agreement. This provision shall not be applicable to an earlier termination for cause or convenience as set forth in section 5.2 above, in which case Consultant shall be compensated as set forth therein.

**ARTICLE 7. OPTIONAL AND ADDITIONAL SERVICES
CHANGES IN SCOPE OF SERVICES**

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

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

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

ARTICLE 8. COUNTY'S RESPONSIBILITIES

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

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

8.3 County shall review the itemized deliverables/documents submitted by Consultant and respond in writing with any comment within the time set forth on the approved Project Schedule.

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

ARTICLE 9. INSURANCE

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

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

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

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

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

ARTICLE 10. EEO AND CBE COMPLIANCE

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

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

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

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

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

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

CBE participation goal	26%
------------------------	-----

CBE participation goal for this agreement is based upon the value of all fees paid to the Consultant for professional services, excluding Reimbursable expenses per Article 6.3.

Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, Consultant shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the parties. Such substitution shall not be required in the event the termination results from County modifying the Scope of Services and there is no available CBE to perform the new Scope of Services, in which event Consultant shall notify County and the OESBD may adjust the CBE participation goal by written notice to Consultant.

Consultant may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

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

10.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article 10. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its' contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

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

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

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

ARTICLE 11. MISCELLANEOUS

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

11.2 Public Records. To the extent CONTRACTOR is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CONTRACTOR shall::

- 11.2.1 Keep and maintain public records required by COUNTY to perform the services under this Agreement;
- 11.2.2 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;
- 11.2.3 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 of this Agreement if the records are not transferred to COUNTY; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the services. If CONTRACTOR transfers the records to COUNTY, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt. If CONTRACTOR keeps and maintains public records, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-3284, mmoscardini@broward.org, 2555 W. COPANS ROAD, POMPANO BEACH, FLORIDA 33069.

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

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

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

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

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

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presentation of County's findings to Consultant.

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

11.5 Subconsultants. Consultant shall utilize the subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by Consultant. If Contract Administrator approves changing or modifying the list of subconsultants, Contract Administrator shall have the authority to negotiate the respective Exhibit A(s) which shall be incorporated into this Agreement upon execution of the Exhibit A(s) by Contract Administrator, Broward County's Representative and subconsultant(s). Where Consultant's failure to use subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit B, Schedule of Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's subconsultants.

11.6 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.5. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Consultant without County's written consent.

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

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

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

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

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

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

FOR COUNTY:

Gregory M. Balicki, Contract Administrator

Continuing Engineering Services for Water Distribution,
Wastewater Collection and Storm Water Collection

2555 W. Copans Road _____
Pompano Beach, FL 33069 _____

FOR CONSULTANT:

Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, Florida 33060

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.28 Payable Interest

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

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

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

11.30 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.

11.31 Hurricane and Disaster Provisions:

11.31.1 County may issue, through its Director of Public Works or the Contract Administrator, Emergency Work Directives or other enabling documents to mobilize

Continuing Engineering Services for Water Distribution,
Wastewater Collection and Storm Water Collection

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Consultant and its subconsultants in the aftermath of a hurricane, natural disaster or other emergency for the purposes of damage assessment and providing temporary and permanent repairs to County facilities (or other facilities as may be assigned by County). Consultant shall mobilize upon mutual agreement of specific terms for this work.

11.31.2 In the immediate aftermath of a storm, natural disaster or other emergency, the Consultant and Contract Administrator shall establish communications to determine an assessment and recovery plan and to establish a preliminary list of emergency recovery activities that the Consultant shall undertake.

11.31.2.1 Consultant and Contract Administrator shall utilize that preliminary list of emergency recovery activities to develop one or more Emergency Work Directives for execution by the Contract Administrator and Consultant. Upon mutual agreement, Contract Administrator shall issue the executed Emergency Work Directives upon receipt of which, Consultant shall immediately undertake the emergency actions described therein.

11.31.2.2 Consultant shall mobilize personnel, subconsultants and equipment as necessary to complete the tasks required by an Emergency Work Directive for hurricane or other disaster recovery.

11.32.2.3 County shall issue Purchase Orders and other procurement documents as necessary to support of Emergency Work Directives as issued by the Director of Public Works or the Contract Administrator.

11.32.2.4 In the case of an extensive or long term recovery effort, the Contract Administrator may issue Emergency Work Directives (EWD's) to further clarify, supplement or redirect the instructions for work contained in the original Emergency Work Directive. Consultant shall coordinate tracking, reporting and executing work associated with the distinct EWD's with the Contract Administrator.

11.32.2.5 Consultant shall maintain detailed records of the Work and provide full information as required by Broward County, FEMA and other agencies responsible for emergency recovery operations for evaluation and to substantiate costs and time adjustments as may be necessitated by these required changes in the Work. Consultant's records of emergency recovery operations shall, at all times, be formatted and have content sufficient for County's reimbursement by Federal, State and other participating public agencies.

11.32.2.6 Consultant shall coordinate invoicing and payment procedures for emergency recovery work with the Contract Administrator to ensure expeditious

payment and segregation of such payments from those applicable to the non-emergency Work required by this Agreement.

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AGREEMENT BETWEEN BROWARD COUNTY AND KEITH AND ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES: WATER DISTRIBUTION, WASTEWATER & STORM WATER COLLECTION IN BROWARD COUNTY, FLORIDA, RLP # R1404111P1.

CONSULTANT

ATTEST:

BY: 
Eliot Lazowick, Secretary

KEITH AND ASSOCIATES, INC.

By 
Dodie Keith-Lazowick, President

CORPORATE SEAL

9 day of January, 2017.

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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 28 day of March, 2017, and KEITH AND ASSOCIATES, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

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



Insurance requirements
approved by Broward County
Risk Management Division

BROWARD COUNTY, by and through
its Board of County Commissioners

By ABH
Mayor

28 day of March, 2017

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

By Elizabeth Plaska 1/18/17
Signature (Date)

ELIZABETH PLASKA RISK ANALYST
Print Name and Title above

By Angela F. Benjamin 1/18/17
Angela F. Benjamin (Date)
Assistant County Attorney

By Michael J. Kerr 1/18/17
Michael J. Kerr (Date)
Deputy County Attorney

**EXHIBIT A
SALARY COSTS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.35		
Principal Project Manager	\$100.00		2.35		\$235.00
Senior Project Manager	\$85.00		2.35		\$199.75
Project Manager	\$66.00		2.35		\$155.10
Engineer I	\$35.00		2.35		\$82.25
Engineer II	\$46.00		2.35		\$108.10
Engineer III (PE)	\$60.00		2.35		\$141.00
Surveyor I	\$30.00		2.35		\$70.50
Surveyor II	\$45.00		2.35		\$105.75
Surveyor III (PSM)	\$55.00		2.35		\$129.25
Planner I	\$35.00		2.35		\$82.25
Planner II (AICP)	\$60.00		2.35		\$141.00
Landscape Architect (RLA)	\$60.00		2.35		\$141.00
Arborist (ISA)	\$40.00		2.35		\$94.00
CADD Designer	\$35.00		2.35		\$82.25
BIM/CIM Manager	\$70.00		2.35		\$164.50
Model Specialist	\$40.00		2.35		\$94.00
GIS Specialist I	\$40.00		2.35		\$94.00
GIS Specialist II	\$55.00		2.35		\$129.25
Construction Manager	\$65.00		2.35		\$152.75
RPR Inspector I	\$30.00		2.35		\$70.50
RPR Inspector II	\$40.00		2.35		\$94.00
RPR Inspector III	\$50.00		2.35		\$117.50
Administrative I	\$25.00		2.35		\$58.75
Administrative II	\$35.00		2.35		\$82.25
Subsurface Utility Engineer	\$65.00		2.35		\$152.75
Senior Utility Coordinator	\$52.00		2.35		\$122.20
Utility Coordinator	\$35.00		2.35		\$82.25
Utility Technician	\$28.00		2.35		\$65.80

Multiplier of **2.35** is calculated as follows:
 OVERHEAD = HOURLY RATE X OVERHEAD (82.32)%
 FRINGE = HOURLY RATE X FRINGE (30.75)%
 PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%
 MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 2.35

Exhibit A - Salary Costs to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

**EXHIBIT A
SALARY COSTS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water
 Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: Chen Moore and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.91		
Principal	\$85.91		2.91		\$250.00
Project Director	\$68.25		2.91		\$198.61
Senior Project Manager	\$60.57		2.91		\$176.26
Project Manager	\$54.81		2.91		\$159.50
Senior Engineer	\$50.84		2.91		\$147.94
Project Engineer	\$46.80		2.91		\$136.19
Associate Engineer	\$41.59		2.91		\$121.03
Engineer	\$30.45		2.91		\$88.61
Senior Landscape Architect	\$63.11		2.91		\$183.65
Project Landscape Architect	\$44.11		2.91		\$128.36
Associate Landscape Architect	\$33.80		2.91		\$98.36
Senior Construction Specialist	\$48.79		2.91		\$141.98
Construction Specialist	\$28.50		2.91		\$82.94
Senior Designer	\$42.38		2.91		\$123.33
Designer	\$36.57		2.91		\$106.42
Senior Technician	\$31.05		2.91		\$90.36
Technician	\$27.52		2.91		\$80.08
Administrative Assistant	\$31.24		2.91		\$90.91
Intern	\$16.50		2.91		\$48.02

Multiplier of 2.91 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (134.57)%

FRINGE = HOURLY RATE X FRINGE (30.36)%

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 2.91

Exhibit A - Salary Costs to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

**EXHIBIT A
SALARY COSTS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: Dickey Consulting Services, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Project Director	\$72.42		3.00		\$217.26
Project Manager	\$39.33		3.00		\$117.99
Document Control	\$27.95		3.00		\$83.85
Senior Project Coordinator	\$28.61		3.00		\$85.83
Project Coordinator	\$25.00		3.00		\$75.00
Administrative Assistant	\$20.00		3.00		\$60.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (137.84)%

FRINGE = HOURLY RATE X FRINGE (39.27)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (8.4)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 3.00

DCC

**EXHIBIT A
SALARY COSTS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water
 Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: HBC Engineering Company

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.58		(\$/HR)
Project Manager	\$70.00		2.58		\$180.60
Senior Engineer	\$67.31		2.58		\$173.66
Project Engineer	\$38.46		2.58		\$99.23
Designer	\$28.84		2.58		\$74.41
Engineer Intern	\$22.12		2.58		\$57.07
Engineering Technician	\$21.00		2.58		\$54.18
Secretary	\$22.00		2.58		\$56.76
Senior Utility Coordinator	\$40.86		2.58		\$105.42
Electrical Engineer	\$31.25		2.58		\$80.63
Senior Inspector	\$39.00		2.58		\$100.62

Multiplier of 2.58 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (106.92)%

FRINGE = HOURLY RATE X FRINGE (27.82)%

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 2.58

*IMPORTANT NOTE: See Article 6.2

Exhibit A - Salary Costs to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

DK

**EXHIBIT A
SALARY COSTS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: PDS (Premiere Design Solutions)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Principal	\$60.70		3.00		\$182.10
Project Manager	\$48.10		3.00		\$144.30
Senior Engineer	\$44.60		3.00		\$133.80
Engineer I	\$31.73		3.00		\$95.19
CAD Drafter	\$18.25		3.00		\$54.75
Administrative Assistant	\$15.20		3.00		\$45.60

Multiplier negotiated 3.0
 OVERHEAD = HOURLY RATE X OVERHEAD (147.00)%
 FRINGE = HOURLY RATE X FRINGE (52.64)%
 PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 3.0

The 2015 FAR Audit reflects: Overhead 202.75%

Exhibit A - Salary Costs to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

**EXHIBIT A
SALARY COSTS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: Radise International, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Principal Project Manager	\$66.11		3.00		\$198.33
Senior Project Manager	\$62.98		3.00		\$188.94

Multiplier negotiated 3.00

OVERHEAD = HOURLY RATE X OVERHEAD (153.00)%

FRINGE = HOURLY RATE X FRINGE (47.42)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 3.00

The 2015 FAR Audit reflects: Overhead 179.33%

Exhibit A - Salary Costs to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

**AMENDED EXHIBIT A
SALARY COSTS**

(For use in accordance with Article 6.2 only if Salary Rates are amended)

Project No: RFP Number
Project Title: Project Title
Consultant/
Subconsultant Name:

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM RAW SALARY (x% Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
Principal	\$0.00	\$0.00				\$0.00
Project Manager	\$0.00	\$0.00				\$0.00
Job Captain	\$0.00	\$0.00				\$0.00
Senior Technician	\$0.00	\$0.00				\$0.00
Junior Technician	\$0.00	\$0.00				\$0.00
Drafter	\$0.00	\$0.00				\$0.00
Secretary	\$0.00	\$0.00				\$0.00
Clerk	\$0.00	\$0.00				\$0.00
Senior Engineer	\$0.00	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (X.XX)%

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

Consultant

County

Name/Title

Contract Administrator

Date: _____

Date: _____

Amended Exhibit A - Salary Costs to:
Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

PK

**EXHIBIT A-1
REIMBURSABLE ITEMS**

Project No: R1404111P1
Project Title: Continuing Engineering Services for Water
Distribution,
Wastewater Collection and Storm Water Collection
Prime Consultant Name: KEITH AND ASSOCIATES, INC.

ITEM	UNIT	UNIT PRICE
Survey Crew - 2 Person	Per Crew (\$/HR)	\$106.00
Survey Crew - 3 Person	Per Crew (\$/HR)	\$152.00
Survey Crew - 4 Person	Per Crew (\$/HR)	\$196.00
Survey Crew - Scanner	Per Crew (\$/HR)	\$300.00
Subsurface Designation	Per Crew (\$/HR)	\$200.00
Vacuum Excavations Pervious	Per Hole / Each	\$290.00
Vacuum Excavations Impervious	Per Hole / Each	\$440.00

Exhibit A-1 Reimbursable Items to:
Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

DK

**EXHIBIT A-1
REIMBURSABLE ITEMS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: Radise International, LC

I. SOIL TESTING		
1.	Field Density Test (five [5] minimum)	\$32.00 Test
2.	Standard Proctors	\$150.00 Test
3.	Florida Bearing Value Test	\$55.00 Test
4.	Limerock Bearing Ratio Test	\$325.00 Test
5.	Atterberg Limit Test	\$95.00 Test
6.	Carbonate Content Test	\$85.00 Test
7.	Organic Content Test	\$58.00 Test
8.	D.O.T. Corrosivity	\$195.00 Test
9.	Soil Observation (On Site)	\$68.00 Hr.
10.	Natural Sample Moisture Content	\$18.00 Test
11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$40.00 Test
II. CONCRETE & MASONRY MATERIALS		
1.	Concrete Compression test (Min. four [4] cylinders per trip) - Prepare cylinders & slump test on site, and deliver to lab	\$185.00 Set
2.	Additional Concrete cylinders	\$30.00 Cyl.
3.	Concrete Compression test only [delivered to lab]	\$20.00 Cyl.
4.	Slump test	\$15.00 Test
5.	Air Content Test	\$30.00 Test
6.	Stand-by	\$68.00 Hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$185.00 Set
8.	2" x 2" - Includes preparation of Cubes on site	\$185.00 Set
9.	Additional Mortar cubes	\$40.00 Each
10.	Masonry Units	
	A. Compressive Strength	\$88.00 Unit
	B. Absorption	\$65.00 Unit
11.	Concrete Cores (Min. 3); - Secure, trim & test - Testing of core [delivered to lab (Incl. Trim)]	\$92.00 Core \$45.00 Core
12.	Swiss Hammer Testing	\$85.00 Hr.
13.	Windsor Probe Test (Min. 3 shots)	\$195.00 Test
14.	Additional Windsor Probe Tests	\$125.00 Test
III. AGGREGATE TESTING		
1.	Grain size determination:	
	A. Full grain size (8 sieves)	\$95.00 Test
	B. Wash through (#200)	\$55.00 Test
2.	Sieve Analysis - Course Aggregate	\$95.00 Test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$75.00 Test
IV. ASPHALT TESTING		
1.	Asphalt Cores (obtaining core samples)	\$65.00 Each
2.	Asphalt Extraction & Gradation	\$225.00 Test
3.	Asphalt Density and Thickness	\$42.00 Test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$145.00 Test
5.	Coring Machine plus Generator Rental	\$400.00 Trip

Exhibit A-1 Reimbursable Items to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

**EXHIBIT A-1
REIMBURSABLE ITEMS**

Project No: R1404111P1
 Project Title: Continuing Engineering Services for Water Distribution,
 Wastewater Collection and Storm Water Collection
 Prime Consultant Name: KEITH AND ASSOCIATES, INC.
 Sub Consultant Name: Radise International, LC

V. INSPECTION SERVICES		
1. Concrete Inspection (on job-site or plant)	\$85.00	Hr.
2. Pile Driving Inspection	\$105.00	Hr.
3. Pre-Stress Yard Inspection	\$105.00	Hr.
4. Steel Inspection (P.E)	\$135.00	Hr.
5. Threshold Inspection (P.E)	\$135.00	Hr.
VI. GEOTECHNICAL FIELD EXPLORATIONS		
1. Flight Auger Borings ASTM D-1452 (0 - 50')	\$15.00	LF
(50' - 100')	\$18.00	LF
2. Hand Augers (0 - 10')	\$15.00	LF
3. Standard Penetration Tests ASTM D-1586 - Truck Rig (0-50')	\$20.00	LF
(50' - 100')	\$25.00	LF
4. Rock Coring ASTM D-2113 - Truck Rig (0-50')	\$35.00	LF
(50' - 100')	\$50.00	LF
5. Bore Hole Grout (0' - 50')	\$6.00	LF
(50' - 100')	\$7.00	LF
6. Casing (0 - 50')	\$7.00	LF
(50 - 100')	\$8.25	LF
7. Static Cone Penetration Test (0' - 50')	\$25.00	LF
Static Cone Penetration Test (50' - 100')	\$35.00	LF
8. Muck Probing (4 hr. min.)	\$105.00	Hr.
9. Mobilization of drilling equipment to project (Min. Charge):		
A. 50 Miles Travel.	\$395.00	Trip
B. 100 Miles Travel.	\$495.00	Trip
(Note: Specialty Rig Rates (ATV) @ 1.3 multiplier to above)		
VII. MISCELLANEOUS SERVICES		
1. Foundation Analysis and Recommendation	TBN	Staff Hours
2. Percolation test (open hole)	\$475.00	Test
3. Slug Perc Test (min 2)	\$385.00	Test
4. Double Ring Infiltration Test ASTM D-3385 (Min 2 tests)	\$450.00	Test
5. Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	\$35.00	LF
6. Plug & Abandon Monitoring Well, 25' Depth	\$150.00	Hour
VIII. ENGINEERING AND PROFESSIONAL SERVICES		
Project Engineer	\$230.73	Hr.
Chief Engineer	\$225.62	Hr.
Geotechnical Engineer	\$225.62	Hr.
Project Engineer, P.E.	\$136.74	Hr.
Engineer Intern	\$117.75	Hr.
Senior Engineering Technician	\$123.08	Hr.
Engineering/Geotechnical Technician	\$86.14	Hr.
Drafter/CADD Technician	\$82.05	Hr.
Secretary/Clerical	\$67.55	Hr.
IX. VEHICLE TRIP CHARGE (25 mile Radius)		
For testing (all tests)	\$65.00	Trip
X. OVERTIME		1.5 times regular Rate

Exhibit A-1 Reimbursable Items to:
 Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

DK

EXHIBIT B
SCHEDULE OF SUBCONSULTANT PARTICIPATION
Comprehensive Professional Architectural and Engineering
Consultant Services Agreement

Project No: R1404111P1
Project Title: Continuing Engineering Services for Water Distribution,
Wastewater Collection and Storm Water Collection
Prime: KEITH AND ASSOCIATES, INC.

No.	Firm Name	Discipline
1.	Chen Moore and Associates, Inc.	Civil Engineering
2.	Dickey Consulting Services, Inc.	Public Outreach
3.	HBC Engineering Company	Traffic Engineering
4.	PDS (Premiere Design Solutions)	Civil Engineering/Surveying
5.	Radise International, LLC	Geotechnical Engineering
6.		
7.		
8.		
9.		
10.		

Exhibit B – Schedule of Subconsultant Participation to:
Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

DK

EXHIBIT C
SCHEDULE OF CBE PARTICIPATION
Comprehensive Professional Architectural and Engineering
Consultant Services Agreement

Project No: R1404111P1
Project Title: Continuing Engineering Services for Water Distribution,
Wastewater Collection and Storm Water Collection
Prime: KEITH AND ASSOCIATES, INC.

CBE/Firm	CBE Category	Description	Fees	% of Basic Service Fees
Dickey Consulting Services, Inc.	CBE	Public Outreach	n/a	2%
HBC Engineering Company	CBE	Traffic Engineering	n/a	8%
PDS (Premiere Design Solutions)	CBE	Civil Engineering/Surveying	n/a	12%
Radise International, LLC	CBE	Geotechnical Engineering	n/a	4%
Total CBE Participation			n/a	26%

Exhibit C Schedule of CBE Participation to:
Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

DK

**EXHIBIT C-1
LETTERS OF INTENT**

[Applicable when agreement has assigned CBE goals]

Consultant represents that the CBE participants referenced in the attached Letters of Intent will be utilized wherever possible to meet or exceed the County CBE goal and that Consultant estimates that each Subconsultant will perform the percentage of work set forth. If individual utilization of each Subconsultant varies during the term of the agreement, the Consultant will advise and submit alternative approaches to meet the total CBE goal to the Contract Administrator and OESBD for their consideration and approval. Consultant represents that the following information regarding participating Subcontractors is true and correct to the best of his/her knowledge.

DK

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

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

Solicitation Number: R1404111P1

Project Title: Continuing Eng. Serv: Water Distribution, Wastewater & Storm Water Collection

Bidder/Offeror Name: Keith and Associates, Inc.

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** Florida **Zip:** 33060

Authorized Representative: Eliot Lazowick **Phone:** 9547883400

CBE Subcontractor/Supplier Name: Dickey Consulting Services, Inc.

Address: 1033 NW 6th Street Suite #206 **City:** Ft. Lauderdale **State:** FL **Zip:** 33311

Authorized Representative: Sheryl A. Dickey **Phone:** 954-467-6822

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

Work to be performed by CBE Firm			
Description	NAICS ¹	CBE Contract Amount ¹	CBE Percentage of Total Project Value
Community Involvement	541820	N/A	2%

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

CBE Subcontractor/Supplier Authorized Representative


(Signature)

CEO/President
(Title)

5/17/2016
(Date)

Bidder/Offeror Authorized Representative


(Signature)

Executive Vice President
(Title)

5/17/16
(Date)

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

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

Solicitation Number: R1404111P1

Project Title: Continuing Eng. Serv: Water Distribution, Wastewater & Storm Water Collection

Bidder/Offeror Name: Keith and Associates

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** Florida **Zip:** 33060

Authorized Representative: Elliot Lazowick **Phone:** 9547883400

CBE Subcontractor/Supplier Name: HBC Engineering Company

Address: 1911 NW 150 Avenue, Suite 202 **City:** Pembroke Pines **State:** FL **Zip:** 33028

Authorized Representative: Adebayo Coker, PE **Phone:** 305-232-7932

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

Work to be performed by CBE Firm			
Description	NAICS ¹	CBE Contract Amount ¹	CBE Percentage of Total Project Value
Civil, CEI & Survey	541330/541370	N/A	8%

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

CBE Subcontractor/Supplier Authorized Representative

(Signature)  **President** **5/17/16**
(Title) (Date)

Bidder/Offeror Authorized Representative

(Signature)  **Executive Vice President** **5/17/16**
(Title) (Date)

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

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

Solicitation Number: R140411P1

Project Title: Continuing Eng. Serv. Water Distribution, Wastewater & Storm Water Collection

Bidder/Offeror Name: Keith and Associates

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** Florida **Zip:** 33060

Authorized Representative: Elliot Lazowick **Phone:** 9547883400

CBE Subcontractor/Supplier Name: Premiere Design Solutions, Inc.

Address: 2900 Glades Circle, Suite 700 **City:** Weston **State:** FL **Zip:** 33327

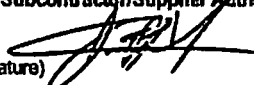
Authorized Representative: Luis J. Jurado, P.E. **Phone:** 954-237-7850

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Civil, Survey & CEI	541330/541370	N/A	12%

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

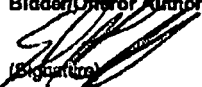
CBE Subcontractor/Supplier Authorized Representative

(Signature) 

President
(Title)

5/17/16
(Date)

Bidder/Offeror Authorized Representative

(Signature) 

Executive Vice President
(Title)

5/17/16
(Date)

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

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

Solicitation Number: R1404111P1

Project Title: Continuing Eng. Serv: Water Distribution, Wastewater & Storm Water Collection

Bidder/Offeror Name: Keith and Associates, Inc.

Address: 301 East Atlantic Boulevard **City:** Pompano Beach **State:** Florida **Zip:** 33060

Authorized Representative: Eliot Lazowick **Phone:** 9547883400

CBE Subcontractor/Supplier Name: RADISE International, LC

Address: 3296 NW 9th Avenue **City:** Oakland Park **State:** FL **Zip:** 33309

Authorized Representative: Kumar A. Allady, PE **Phone:** 954-881-3473

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

Work to be performed by CBE Firm			
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Geotechnical Testing	541380	N/A	1%
Ground Water Hydrology	541330	N/A	2%
Geotechnical Engineering	541330	N/A	1%

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

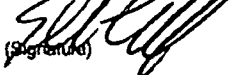
CBE Subcontractor/Supplier Authorized Representative


(Signature)  Gregory J. Stelmack, PE

VP of Operations
(Title)

05/17/16
(Date)

Bidder/Offeror Authorized Representative

(Signature) 


Executive Vice President
(Title)

5/17/16
(Date)



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:		Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:							

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

Exhibit C-2 Monthly CBE Utilization Report to:
Continuing Engineering Services for Water Distribution, Wastewater Collection and Storm Water Collection

EXHIBIT C-2
Monthly CBE Utilization Report

SK

**EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS**

Commercial General Liability Insurance

Coverage shall apply on a primary and non-contributory basis.

Combined single limit for bodily injury and property damage:

One Million Dollars (\$1,000,000.00) per occurrence

Two Million Dollars (\$2,000,000.00) per aggregate

Business Automobile Liability Insurance

Coverage shall apply on a primary and non-contributory basis.

Combined single limit for bodily injury and property damage:

Five Hundred Thousand Dollars (\$500,000.00) per occurrence

Workers' Compensation Insurance

In compliance with Florida Statutes, Chapter 440

Employer's Liability Insurance

One Million Dollars (\$1,000,000.00) each accident

Professional Liability (Errors & Omissions) Insurance

Coverage provided on a claims-made basis shall remain in force for two (2) years' after the completion of services.

One Million Dollars (\$1,000,000.00) each claim

Two Million Dollars (\$2,000,000.00) per aggregate.

DK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2017

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Tina Shannon PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: tina@furmaninsurance.com	FAX (A/C, No): (954) 942-6310
	INSURER(S) AFFORDING COVERAGE	
INSURED Keith & Associates Inc 301 E Atlantic Boulevard Pompano Beach FL 33060	INSURER A: Charter Oak Fire Ins Co (tl) NAIC # 25615	
	INSURER B: Travelers	
	INSURER C: Travelers Property Casualty Co of 25674	
	INSURER D: AXIS Insurance Company 37273	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017 Master Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			660 1J215564	2/19/2017	2/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA 0J942585	2/19/2017	2/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			CUP 0J961409	2/19/2017	2/19/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 1J651558 States: FL per item 3A	2/19/2017	2/19/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DP002191-01-2017	3/13/2017	3/13/2018	Each Claim \$2,000,000 Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured on General Liability including Completed Operations and Non-Contributory as per policy form as required by written contract.

ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC,
 ou=RM, ou=Users, cn=ELIZABETH
 PLASKA
 2017.03.10 15:23:16 -05'00'

Elizabeth Plaska

CERTIFICATE HOLDER PAMACGREGOR@broward.org Broward County Attn. Pat MacGregor 2555 West Copans Road Pompano Beach, FL 33069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dirk DeJong/TS <i>Dirk DeJong</i>
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