

**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED]**  
**FOR**  
**CONSULTANT SERVICES FOR WORK OF A SPECIFIED NATURE**  
**(RFP # PNC2124594P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and [REDACTED], a [REDACTED] corporation (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

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

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

**ARTICLE 1. DEFINITIONS**

- 1.1 **BIM** means building information modeling graphics and data.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Consultant** means the architectural firm selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator** means the Director of Construction Management Division, the Assistant Director of Construction Management Division, or such other person designated by the Director of Construction Management Division in writing. The Contract Administrator is the representative of County concerning the Project.
- 1.5 **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.6 **County Administrator** means the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 **County Attorney** means 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.
- 1.8 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

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

1.10 **Project** means professional services assigned to Consultant pursuant to a Work Authorization. A Project may include providing services as the County's Design Criteria Professional or providing assistance to County staff serving in that capacity; providing peer review of County projects; serving as a Threshold or Special Inspector; providing permit-related plan review and other services as may be required by respective jurisdictional agencies within Broward County; assisting in the County's development of non-project specific design criteria, design guidelines, detailing, and specifications; assisting in the County's development of procedural and administrative standards and documentation for County projects; assisting with the development of alternative delivery contract models for County projects; providing construction contract administration and inspection services for County projects; assisting in County-led negotiations with consultants and contractors; providing bid/ award analysis; concurrence support; providing support staff to assist County staff undertaking any of these activities. Consultant may be tasked to provide plan review and construction inspections on behalf of the County pursuant to the provisions of Section 110.8 of the Florida Building Code.

A project may include providing assistance in development of Building Information Modeling (BIM) graphics and data for County buildings; assistance in the development of BIM-related data for inter-departmental use by the County; condition assessment documentation and measured drawings of existing facilities; programming, site assessment report and associated pre-design services for County facility needs; facilitation of meetings concerning facility needs, estimating/ budgeting, scheduling, providing independent analysis of design and construction issues, facilitating value engineering sessions and providing related recommendation reports; and providing independent claims analysis. In support of the County's construction program management, Consultant may be tasked to provide computer-aided and manually generated graphics; preparation of narratives and other textual project/ program support; photographic and video-graphic project/ program support; geographic information systems (GIS) support; and other data and information system project/ program support.

Project specific services may also include project team facilitation and support; hurricane/ disaster preparedness and recovery assistance; project status reporting and performance/ compliance reporting.

1.11 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.12 **Services** means all the work performed by Consultant pursuant to this Agreement, including, without limitation, any work set forth in a Work Authorization, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project.

1.13 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

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

1.15 **Work Authorization** means the document(s) issued pursuant to this Agreement, setting forth an agreed upon scope of services, payment terms, 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 5.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Maximum Billing Rates</b>
<b>Exhibit B</b>	<b>Schedule of Subconsultant Participation</b>
<b>Exhibit B-1</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>

## **ARTICLE 3. 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 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.

3.1 Funding for Services performed under this Agreement will be for specific Projects. 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.

3.2 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.

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

## **ARTICLE 4. SCOPE OF SERVICES**

4.1 Consultant shall provide all Services set forth under each Work Authorization, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

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

4.3 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 Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to a Work Authorization pursuant to Section 8.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 8.3, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

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

4.5 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 documents or those County documents governing forms of construction delivery.

4.6 Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County.

4.7 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.

4.8 Consultant shall prepare all work required by this Agreement pursuant to the requirements of the applicable Work Authorization.

4.9 The Scope of Services set forth with each Work Authorization identifies the services related to the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

4.10 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 the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall

review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in the applicable Scope of Services. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

## **ARTICLE 5. AUTHORIZATION OF WORK**

5.1 All Services 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 of this Article.

5.1.1 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:

5.1.1.1 All Work Authorizations estimated to be Fifty Thousand Dollars (\$50,000.00) or less shall be approved by the Contract Administrator and Consultant.

5.1.1.2 Work Authorizations estimated to be more than Fifty Thousand Dollars (\$50,000.00) but not exceeding Five Hundred Thousand Dollars (\$500,000) shall be approved by County's Purchasing Director or Board, and Consultant.

5.1.1.3 Work Authorizations estimated to be more than Five Hundred Thousand Dollars (\$500,000) shall be approved by the Board.

5.1.1.4 In the event the Broward County Procurement Code is amended to increase the per contract authority of the Director of Purchasing above Five Hundred Thousand Dollars (\$500,000), the authority delegated to the Director of Purchasing set forth in 5.1.1.2 shall be increased to such increased threshold in the Procurement Code per Work Authorization.

5.1.2 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 Fifty Thousand Dollars (\$50,000.00). County's Purchasing Director shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Fifty Thousand Dollars (\$50,000) 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.

5.2 All Work Authorizations shall contain, as a minimum, the following information and requirements:

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

5.2.2 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, Maximum Billing Rates, which amount shall constitute a guaranteed maximum and shall not be exceeded without prior written approval of County. 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.

5.2.3 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.

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

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

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

5.3 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 primarily the 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 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.

5.4 Consultant shall complete each Work Authorization and component tasks assigned whether 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 this Agreement as long as said work is within the Scope of Services 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 continue to apply to that Work Authorization.

5.5 Consultant shall provide all architectural, 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.

5.6 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.

5.7 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 the Procurement Code.

5.8 In the event of termination for convenience by County under Section 11.2, 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 any Work Authorizations.

## **ARTICLE 6. TIME FOR PERFORMANCE; DAMAGES**

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

6.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement for each Work Authorization. Prior to granting approval for Consultant to proceed to any phase of a Project, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in any Scope of Services for the Contract Administrator's review.

6.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, County may grant a reasonable

extension of time for completion of the Services. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

6.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 7 for all Services rendered by Consultant during the authorized time extension.

6.5 Notwithstanding Section 6.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

## **ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT**

7.1 Amount and Method of Compensation. All Work Authorizations issued pursuant to this Agreement shall not exceed a total of \$3,750,000 for the entirety of this Agreement.

7.1.1 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 7.2 and Exhibit A, Maximum Billing Rates, and to reimburse Consultant for reimbursables as described in Section 7.3. 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, Maximum Billing Rates, and shall be actual salary rates for each respective employee within the range of salaries.

7.1.2 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 services for a total compensation in the amount agreed to.

7.1.3 Reimbursable Expenses. Subject to Section 7.3, County will reimburse authorized Reimbursable Expenses. Unused amounts of those monies shall be retained by County.

7.1.4 Salary Costs. The maximum billing rates (“Maximum Billing Rates”) payable by County for each of Consultant’s employee categories are shown on Exhibit A, Maximum Billing Rates, and are further described in Section 7.2.

7.1.5 Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs (as defined in Section 7.2) set forth on Exhibit A, Maximum Billing Rates, and Reimbursable Expenses (as defined in Section 7.3). Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

7.2 Salary Costs. The term “Salary Costs” means the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 7.2 inclusive of the subsections below.

7.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 7.2.

7.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit A, Maximum Billing Rates, 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, Maximum Billing Rates, for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

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

7.2.4 The total hours payable by County for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 7.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

7.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 7.2 remain in place.

7.2.6 Disclosure.

- (a) On or prior to execution of this Agreement, Consultant shall disclose (i) all Paycheck Protection Program (“PPP”) funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and (ii) any forgiveness of a loan pursuant to Section 1106 of the CARES Act (“Forgiveness”).
- (b) Consultant represents that the overhead and fringe benefit rates in Exhibit A, Salary Costs, are no higher than the overhead factor and fringe benefit factors in the FAR audit submitted in accordance with Section 5.2 (“Initial FAR”), including, without limitation, the Forgiveness, if any.

7.2.7 Paycheck Protection Program. Consultant may have received loan funds or may have received or may receive Forgiveness pursuant to the provisions of Section 1106 of the CARES Act. For any fiscal year in which Consultant or any Subconsultant recognizes Forgiveness (“Forgiveness Year”), Consultant shall deliver to County its FAR audit for the Forgiveness Year. The FAR audit for the Forgiveness Year must include, without limitation, calculations of the overhead factor and fringe benefit factor (i) including the Forgiveness (“Forgiveness Rates”) and (ii) excluding the Forgiveness. If Forgiveness is recognized by Consultant or any Subconsultant in fiscal years after the Initial FAR, Consultant shall submit to Contract Administrator, no later than six months after the end of the Forgiveness Year, the following:

- (a) FAR audit for such period.
- (b) Revised Exhibit A, Salary Costs (“Forgiveness Exhibit A”), reflecting updated overhead and fringe benefit rates that are no higher than the Forgiveness Rates.

Following written approval by the Contract Administrator, in its sole discretion, Forgiveness Exhibit A shall be effective and apply to any Work Authorization issued thereafter, unless later adjusted pursuant to Section 7.2.8. Consultant shall not be required to comply with this Section 7.2.7 if Consultant elected to use a Safe Harbor rate. All calculations shall be in accordance with FAR guidelines.

**7.2.8 Re-adjustment of Forgiveness Rates.** Upon the completion of the fiscal period following the Forgiveness Year, Consultant may submit to the Contract Administrator, no later than six months after the end of the Forgiveness Year, the following:

- (a) FAR audit for such period.
- (b) Revised Exhibit A, Salary Costs (“Adjusted Exhibit A”), reflecting updated overhead and fringe benefit rates that are no higher than such rates in the FAR audit for such period.

Upon receipt by the Contract Administrator of an Adjusted Exhibit A supported by an accurate and complete FAR audit for such period, the rates shown in Exhibit A shall be appropriately adjusted to reflect the rates of the Consultant without regard to any forgiveness of PPP funds.

**7.3 Reimbursable Expenses.** For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement (“Reimbursable Expenses”), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

**7.4 Method of Billing.**

**7.4.1 For Maximum Amount Not-To-Exceed Compensation.** Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was

associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

7.5 Method of Payment.

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

7.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

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

7.5.4 Subject to Florida law, payment will be made to Consultant at the following address: [REDACTED].

7.6 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 11.2.

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

7.8 Consultant shall pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

#### **ARTICLE 8. ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES**

8.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services under each Work Authorization to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of this Agreement and 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.

8.2 Costs of Additional Services shall be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 7. "Additional Services" shall be (i) identified and authorized by the Contract Administrator during the term of this Agreement, (ii) written, and (iii) include a required completion date for Consultant's performance of such services.

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

## ARTICLE 9. COUNTY'S RESPONSIBILITIES

9.1 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.

9.2 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.

9.3 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.

9.4 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 10. REPRESENTATIONS AND WARRANTIES

10.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

10.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

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

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

of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

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

10.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

10.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

10.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the Work Authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

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

10.10 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

10.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Consultant represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

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

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

## **ARTICLE 11. TERM AND TERMINATION**

11.1 The term of this Agreement shall begin upon execution by County and end on the five-year anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth below.

11.2 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board



action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, 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 if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 11.5 as its sole remedy.

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

11.3.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

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

11.3.3 By the Director of the OESBD upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

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

11.5 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for

County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with Section 11.2.

11.6 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## **ARTICLE 12. INSURANCE**

12.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

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

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

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

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

12.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County shall be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article shall

provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Consultant.

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

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

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

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

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

### **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

13.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender

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

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

13.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit B-1 (or a CBE firm substituted for a listed firm, if permitted) for ten percent (10%) of total Services under this Agreement (the "Commitment").

13.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit B-1 for the scope of services and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B-1 and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

13.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

13.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts

due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of services by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

13.7 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

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

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

13.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 7.8.

13.11 By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

## ARTICLE 14. MISCELLANEOUS

14.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

14.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

14.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be 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 after 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.

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

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

14.4.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

14.4.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6402, LCLARKE@BROWARD.ORG, 115 S. ANDREWS AVE., ROOM A-550, FORT LAUDERDALE, FLORIDA 33301.**

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

performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

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

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

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

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

**14.6 Subconsultants.** Consultant shall utilize only the Subconsultants identified in Exhibit B, Schedule of Subconsultants, to provide the Services negotiated under each Work Authorization. When additional or replacement subconsultants are needed for this Agreement, Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. If Contract Administrator approves changing or modifying the list of subconsultants, Contract Administrator



shall have the authority to negotiate the respective Exhibit A(s), Maximum Billing Rates, by Contract Administrator, Broward County's Representative and subconsultant(s). 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 12 on Consultant's Subconsultants.

14.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

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

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

14.10 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.

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

FOR COUNTY:

Broward County Construction Management Division

Attn: Director/County Architect or Designee  
115 South Andrews Avenue, Room A-550  
Fort Lauderdale, Florida 33301  
Email address: amusarra@broward.org

FOR CONSULTANT:

[Redacted]

Email address: [Redacted]

14.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

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

14.14 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

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

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

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

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

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

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

modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

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

14.22 Severability. If 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.

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

14.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 14 of this Agreement, the provisions contained in Articles 1 through 14 shall prevail and be given effect.

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

14.26 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described, in the Scope of Services, for each Work Authorization); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt

the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

#### 14.27 Payable Interest.

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

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

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

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

14.31 Public Art and Design. To the extent the Project includes artwork as defined by Section 1-88, Broward County Code of Ordinances, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide work space for the artist during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan. Consultant's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section. Consultant shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s).

## 14.32 Hurricane and Disaster Provisions.

14.32.1 County may issue, through its Director of Public Works or the Contract Administrator, Emergency Work Directives (“EWDs”) or other enabling documents to mobilize 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.

14.32.2 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.

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

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

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

14.32.2.4 In the case of an extensive or long term recovery effort, the Contract Administrator may issue EWDs to further clarify, supplement or redirect the instructions for work contained in the original EWD. Consultant shall coordinate tracking, reporting and executing work associated with each distinct EWD with the Contract Administrator.

14.32.2.5 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.

14.32.2.6 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 nonemergency Work required by this Agreement.

14.33 Polystyrene Food Service Articles. Consultant shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Benjamin D. Crego (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney



**AGREEMENT BETWEEN BROWARD COUNTY AND   
FOR  
CONSULTANT SERVICES FOR WORK OF A SPECIFIED NATURE  
(RFP # PNC2124594P1)**

Consultant

ATTEST:

\_\_\_\_\_  
(Typed Name of Consultant/Firm)

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
(Typed Name of Secretary)

\_\_\_\_\_  
(Typed Name and Title)

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

CORPORATE SEAL

**EXHIBIT A  
MAXIMUM BILLING RATES**

RFP No: RFP Number  
 Agreement Title: Agreement Title  
 Consultant/  
 Subconsultant Name: Consultant or Subconsultant Name

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00		X.XX		\$0.00
	\$0.00		X.XX		\$0.00
	\$0.00		X.XX		\$0.00
	\$0.00		X.XX		\$0.00
	\$0.00		X.XX		\$0.00
	\$0.00		X.XX		\$0.00
	\$0.00		X.XX		\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

OPERATING MARGIN = X.XX%

MULTIPLIER =  $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

X.XX%

**[DELETE IF NOT APPLICABLE]**

**Notes:**

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

**EXHIBIT B**  
**SCHEDULE OF SUBCONSULTANT PARTICIPATION**

RFP No: RFP Number  
Agreement Title: Agreement Title  
Consultant/  
Subconsultant Name: Consultant or Subconsultant Name

---

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	(Firm Name)	(Discipline)
2.	(Firm Name)	(Discipline)
3.	(Firm Name)	(Discipline)
4.	(Firm Name)	(Discipline)
5.	(Firm Name)	(Discipline)
6.		
7.		
8.		
9.		
10.		

**EXHIBIT B-1**  
**CBE SUBCONSULTANT SCHEDULE AND LETTERS OF INTENT**

RFP No: RFP Number  
 Agreement Title: Agreement Title  
 Consultant/  
 Subconsultant Name: Consultant or Subconsultant Name

<b>CBE/Firm</b>	<b>CBE Category</b>	<b>Description</b>	<b>Fees</b>	<b>% of Basic Service Fees</b>
(Firm Name)	CBE	(Discipline)	TBD	%
(Firm Name)	CBE	(Discipline)	TBD	%
(Firm Name)	CBE	(Discipline)	TBD	%
(Firm Name)	CBE	(Discipline)	TBD	%
<b>Total CBE Participation</b>			<b>TBD</b>	<b>%</b>


**EXHIBIT B-1  
CBE SUBCONSULTANT SCHEDULE AND LETTERS OF INTENT**

**(INSERT SIGNED LETTERS OF INTENT HERE)**

## EXHIBIT C MINIMUM INSURANCE COVERAGES

### INSURANCE REQUIREMENTS

Project: Architectural and Engineering Services for Work of a Specified Nature  
Agency: Construction Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> Including all engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:	\$2,000,000 \$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim: *Maximum Deductible:	\$10,000	
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN A. POUNALL Date: 2022.02.09 12:41:19 -05'00' _____ Risk Management Division		