

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH KEITH AND ASSOCIATES, INC. (KEITH) FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the *City of Lighthouse Point* conducted a competitive bidding process for the procurement of *Professional Engineering Services* and awarded a bid to *Keith and Associates, Inc. (KEITH)*; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with *KEITH* for *Professional Engineering Services to provide miscellaneous stormwater management design services and miscellaneous civil design services*;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between KEITH and City of Lighthouse Point (RFQ 2023-007) and enter into an agreement with KEITH; for Professional Engineering Services to provide miscellaneous stormwater management design services and miscellaneous civil design services in amount not to exceed \$400,000,

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of June, 2026.

\_\_\_\_\_  
Joseph M. Corradino, Mayor

Attest:

\_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Mitchell Bierman  
Village Attorney




## PINECREST

Office of the Village Manager

DATE: June 2, 2026

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution to Authorizing Piggyback Contract with Keith & Associates, Inc. for Miscellaneous Stormwater Management and Civil Design Services

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I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to accept the proposal authorizing the work.

Attached for your consideration is a resolution authorizing the Village Manager to execute a piggyback contract with Keith & Associates, Inc., to provide miscellaneous stormwater management and civil design services. These services will be provided based on the terms and rates established in the original contract, with an amount not to exceed the funding available in the approved annual budget.

The original contract was entered into by the City of Lighthouse Point, on November 14, 2023, following a competitive bidding process in accordance with Florida Statutes and the Pinecrest Procurement Policy. This contract honors the bid prices through November 13, 2028.

I respectfully recommend that the Village Council adopt the attached resolution authorizing the Village Manager to execute a piggyback contract with Keith & Associates, Inc., for an amount not to exceed the funding available in the approved annual budget.

**CITY OF LIGHTHOUSE POINT  
FLORIDA**

**RESOLUTION NO. 2023-2566**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, APPROVING AN AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR CONTINUED PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT, AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 26, 2023, Request for Qualifications (RFQ), No. 2023-007, for Continued Professional Engineering Services was advertised with DemandStar and the Sun Sentinel; and,

**WHEREAS**, at its October 10, 2023 meeting, the City Commission confirmed the rank order reached by the Selection Committee and directed City Administration to negotiate a contract with Keith and Associates, Inc. (KEITH) for Continued Professional Engineering Services at compensation that is fair, reasonable, and competitive; and,

**WHEREAS**, the City Commission deems it to be in the best interest of the City to approve and authorize the proper City officials to execute an Agreement with KEITH for Continued Professional Engineering Services for general consulting, engineering, and surveying services at a not-to-exceed amount of \$100,000 for Fiscal Year 2023/24.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, THAT:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** Attached hereto and made a part hereof is the Agreement with KEITH for Continued Professional Engineering Services for general consulting, engineering, and surveying services as requested.

**Section 3.** The terms and provisions of the Agreement with KEITH are hereby approved.

**Section 4.** The City Administrator is hereby authorized to approve time extensions and/or amendments to the Agreement.

**Section 5.** The City Commission authorizes the expenditure of funds in the amount of up to \$100,000.00 for general consulting, engineering, and surveying services for Fiscal Year 2023/24.

**CITY OF LIGHTHOUSE POINT  
FLORIDA**


**RESOLUTION NO. 2023-2566**

**Section 6.** The appropriate City officials are hereby authorized and directed to execute said Agreement and all other documents on behalf of the City of Lighthouse Point.

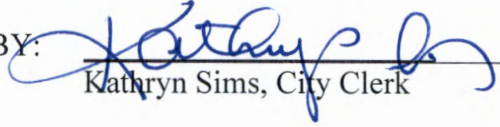
**Section 7.** A copy of this Resolution and a fully-executed copy of the Agreement affixed with the municipal seal will be forwarded to the appropriate officials of KEITH.

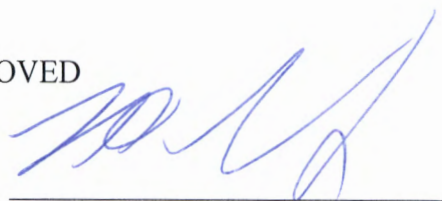
**Section 8.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED** this 14<sup>th</sup> day of November, 2023.

BY:   
Sandy Johnson, Commission President

ATTESTED

BY:   
Kathryn Sims, City Clerk

APPROVED  
BY:   
Office of the City Attorney

	Yes	No	Absent
Commission President Sandy Johnson	<input checked="" type="checkbox"/>	_____	_____
Commission Vice President Michael S. Long	<input checked="" type="checkbox"/>	_____	_____
Commissioner Jason Joffe	<input checked="" type="checkbox"/>	_____	_____
Commissioner Everett Marshall III	<input checked="" type="checkbox"/>	_____	_____
Commissioner Patty Petrone	<input checked="" type="checkbox"/>	_____	_____

**CONTINUING CONTRACT FOR  
GENERAL CONSULTING ENGINEERING AND SURVEYING SERVICES**

THIS IS AN AGREEMENT, dated the 14th day of November 2023,  
between:

CITY OF LIGHTHOUSE POINT, a Florida municipal corporation, hereinafter "CITY,"  
and  
KEITH AND ASSOCIATES, INC. DBA KEITH, a Florida corporation, hereinafter "ENGINEER".

WITNESSETH:

**WHEREAS**, Request for Qualifications, Project No. RFQ No. 2023-007, Continuing Professional Engineering Services for general consulting engineering and surveying services ("Work") was advertised on July 26, 2023, and advised that sealed proposals would be received at the CITY Clerk's Office until August, 2023; and,

**WHEREAS**, the sealed proposals that were received were opened and read aloud in the CITY Hall, at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida; and,

**WHEREAS**, the selection process followed the Florida Engineers Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

**WHEREAS**, a total of three (3) proposals were received, and after one of the proposers withdrew the selection committee heard presentations from two (2) proposers; and,

**WHEREAS**, ENGINEER has been determined to be a the most qualified for the Work; and,

**WHEREAS**, the CITY Commission deems it to be in the best interest of the residents and citizens to accept the proposal from KEITH AND ASSOCIATES, Inc. DBA KEITH to perform the Work; and,

**WHEREAS**, CITY has determined that entering into this Agreement with ENGINEER for the Work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the CITY; and,

**WHEREAS**, CITY and ENGINEER have determined that it is in the best interests of the parties hereto to enter into this Agreement for Engineering and Management Engineer Services.

**NOW, THEREFORE, IN CONSIDERATION** for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ENGINEER agree as follows:

CITY hereby retains ENGINEER to supply general consulting and engineering services to CITY as required and specified by CITY from time to time. ENGINEER shall provide any and all services encompassing and related to the ENGINEER's professional

discipline(s) as specified by CITY. ENGINEER shall serve as City Engineer and shall designate a qualified individual to serve in that capacity. This Agreement, together with any attachments, which are incorporated herein, shall be referred to as the "Agreement" and shall be implemented by and a part of separate supplemental "WORK ORDERS."

## **1.0 CONTRACT DOCUMENTS**

The Contract Documents, to be completed by the parties through of this Agreement, include this Agreement, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement. Also included in entirety is RFQ 2023-007, general consulting engineering and surveying services (Exhibit "A" hereto), ENGINEER's Qualifications Submittal, (Exhibit "B" hereto) and ENGINEER's Cost Proposals negotiated by the parties (Exhibit "C" hereto) except as may be inconsistent with the terms of paragraphs 1.0 through 24.0 this Agreement.

**2.0 SCOPE OF SERVICES.** In accordance with Section 287.055, Florida Statutes, (Consultants Competitive Negotiation Act) ENGINEER shall provide the following services as requested by the CITY:

- (1) Condition Assessment, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight, and Inspection (as necessary); As-Built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- (2) Engineering peer review of plans and documents for private site developments, including offsite improvements in connection with private site developments.
- (3) Shall attend meetings of the CITY'S Development Review Committee when requested by the CITY.
- (4) Traffic Data Collection, including but not limited to, studies on traffic volume, travel time and delays, speed studies, and roadway feature inventories.
- (5) Engineering planning studies to include but not limited to stormwater infrastructure planning and analysis, sidewalk needs assessment and planning studies, capital improvements and infrastructure rehabilitation master planning, and other miscellaneous engineering planning studies.
- (6) Procurement preparation in consultation with City staff.
- (7) Administer the City's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services, including yearly reporting.
- (8) Manage the City's Community Rating System (CRS) and provide city floodplain management to ensure reduced flood insurance premiums for City residents. The firm shall have a Certified Flood Manager on staff. Review of elevation design plans to

confirm compliance with the latest FEMA standards and review of elevation certificates for completeness and accuracy.

- (9) Consultation and assistance in preparation of local, state, and federal grant or legislative appropriation applications to fund capital projects, as well as provide such services upon any award of such grants or appropriations.
- (10) Attendance at City Commission and Board meetings, including Planning and Zoning Board meetings, and Community Appearance Board meetings, as well as public workshops, as necessary.
- (11) Designate a qualified person as the City Engineer.
- (12) ENGINEER may provide professional services on a more routine basis in areas including but not limited to stormwater, paving and other right-of-way improvements, grading, flood control, seawalls, sea level rise, dredging, hydrographic surveying, surveying, traffic calming, cost estimating, bid and construction document preparation, permitting from regulatory agencies, geotechnical services, construction engineering inspection (CEI), grant writing assistance, and other related engineering services.
- (13) The firm shall comply with all Federal, State, and Local laws or ordinances applicable to the work.
- (14) All representatives of the firm will cooperate fully with the City in the scheduling and coordination of all phases of work assignments.
- (15) The City Engineer will report the status of the work to the Mayor or authorized representative upon request.
- (16) The City reserves the right to expand the original scope of work to include other related projects and processes consistent with the qualifications of the professional.

2.1 This is a Continuing Contract with the ENGINEER to provide services as authorized under and consistent with the CCNA, as the CCNA may be amended from time to time. The CITY may negotiate specialized work with ENGINEER utilizing this Agreement.

2.2 In accordance with F.S. 287.055 (3)(a), for projects that exceed the threshold amounts provided in F.S. 287.017, and which are below the limits proscribed in F.S. 287.055(2)(g), project award and fees/method of payment will be made as follows:

2.2.1 The CITY will generate a preliminary scope of work on an individual project basis.

2.2.2. The CITY will contact the ENGINEER to obtain a proposal and the CITY will negotiate compensation for professional services that is fair, competitive and reasonable.

2.2.3 If the negotiations are not acceptable to the CITY, the CITY will issue a separate formal solicitation and follow the selection and negotiation process in accordance with applicable law, including F.S. 287.055.

2.2.4 For projects that exceed the estimated construction cost or the individual study activity fee identified F.S. 287.055 (2)(g), this Agreement cannot be used and a separate formal solicitation for the specific project or study will be specifically issued by the CITY.

2.3 In order to ensure objective contractor performance and eliminate unfair competitive advantage, ENGINEER is prohibited from competing for procurements by CITY where ENGINEER develops or drafts specifications, requirements, statements of work, invitations for bids or requests for proposals related to such procurement, as determined by the CITY.

### **3.0 ENGINEER'S RESPONSIBILITIES**

3.1 ENGINEER agrees to provide professional services to CITY, including any and all services generally and typically encompassed by and a function of ENGINEER's professional discipline(s) and as more fully specified in connection with the project described in the applicable WORK ORDER(S). ENGINEER shall use, in performing any and all services for CITY, the level of care, skill, and due diligence expected of and recognized by a reasonable, prudent, and experienced professional in ENGINEER's professional discipline(s), as the case may be, as being sound professional practice under similar conditions and circumstances. If ENGINEER fails to possess and use such care, skill, and due diligence in providing any and all professional services, ENGINEER shall be responsible to CITY for any loss or damages resulting there from, except as monetarily limited by Section VII.

3.2 ENGINEER shall provide Work as directed by the CITY, through written authorization from the CITY Administrator.

3.3 In order to accomplish the work described under this Agreement, ENGINEER agrees to observe the following requirements:

3.3.1 ENGINEER shall designate a qualified individual to serve as the CITY Engineer, who will oversee the delivery of services to the CITY under this contract.

3.3.2 ENGINEER shall maintain an adequate and competent staff of professionally qualified persons so as to achieve acceptable and timely completion of services pursuant to this agreement.

3.3.3 ENGINEER shall comply with all federal, state, and local laws applicable to the services provided pursuant to this Agreement. ENGINEER's services shall be performed in such a manner as to be in conformance with all applicable federal, state and local laws, including, but not limited to, the Florida Department of Transportation's Manual on Uniform Minimum Standards for the Design, Construction, and Maintenance of Streets and Highways (Green Book), latest edition, the United States

Coast Guard rules, and all other applicable requirements. The sealing, if required, of all plans, reports and documents prepared by ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of all applicable regulatory agencies.

3.3.4 Upon request of CITY, ENGINEER shall provide assistance to CITY in preparation of grant applications, documents and drawings, as well as assistance in grant administration and compliance.

3.3.5 ENGINEER shall cooperate fully with CITY in order that all phases of the work may be properly scheduled and coordinated. CITY's representatives shall have the right to inspect the Work of ENGINEER at any time.

3.3.6 ENGINEER agrees to assist and advise CITY, in determination of the need for and selection of any special Engineers for the project covered under each WORK ORDER.

3.3.7 Before the employment of any subcontractor by ENGINEER in performance of the Work under this Agreement or any WORK ORDER, ENGINEER shall obtain approval of such subcontractor from CITY, which approval shall not be unreasonably withheld. Any such subcontractor employed by ENGINEER shall be subject to and comply with all applicable provisions of this Agreement and the applicable WORK ORDERS hereunder and ENGINEER shall be responsible for ensuring such compliance.

3.4 All drawings prepared by ENGINEER shall be of sufficient detail to permit the actual location of the proposed improvements on the ground. Property surveys, property plats, and legal descriptions for easements and real property to be acquired shall also be furnished to CITY by ENGINEER. Negotiation for all real property rights shall be accomplished by CITY, unless CITY specifically requests ENGINEER to perform such services in a WORK ORDER. In such event, ENGINEER shall be compensated for the additional services as provided in such WORK ORDER.

#### **4.0 CITY RESPONSIBILITIES**

4.1 CITY agrees to provide to ENGINEER the documents, material, and data in connection with the work to be performed under this Agreement and each WORK ORDER hereunder.

4.2 CITY shall designate individuals as its representative for all matters pertaining to performance of the work under such WORK ORDER together with such representative's address, telephone number and email and facsimile number.

4.3 Designated representatives and contact information may be changed by the giving of written notice as provided herein.

## **5.0 CHANGES AND ADDITIONAL WORK**

Any changes in the work or additional work shall be subject of and may commence only upon approval and issuance by CITY of a WORK ORDER. Such additional work shall be performed by ENGINEER in accordance with the fee schedule provided in such WORK ORDER.

## **6.0 CONTRACT PERIOD AND TERMINATION**

6.1 Initial Term and Renewal Terms. The initial term of the Agreement shall be for five (5) years with two (2), three (3) year renewal options when mutually approved by the parties.

6.2 Either party shall have the right at any time to terminate this Agreement in its entirety without cause, or to terminate any WORK ORDER without cause, provided that thirty (30) days prior written notice of the intent to terminate is delivered by certified mail or personal delivery to the designated representative of the other party. In the event that a WORK ORDER is being terminated, the terminating party shall identify the specific WORK ORDER being terminated and the specific WORK ORDER(S) to be continued to completion pursuant to the provisions of this Agreement. This Agreement shall remain in full force and effect as to all authorized WORK ORDERS that are to be continued to completion.

6.3 Upon termination of this Agreement or any WORK ORDER by either party, ENGINEER shall, within ten (10) days, or any extensions thereto as may be mutually agreed to by the parties, deliver or otherwise make available to CITY all documents, materials, files and electronic digital media, including, but not limited to, reports, drawings, plans, specifications, and other data and documents, that have been obtained, prepared or produced by ENGINEER in performing services under this Agreement and the pertinent WORK ORDER, regardless of whether the work on such documents and materials has been completed or is in progress.

6.4 In the event this Agreement or any WORK ORDER is terminated by either party prior to final completion, ENGINEER shall receive payment from CITY for the unpaid portion, if any, of ENGINEER's services actually provided under this Agreement and the applicable WORK ORDER to the date of termination, provided that ENGINEER is not in default of any provision of this Agreement or the applicable WORK ORDER.

## **7.0 CONTRACT PRICE AND PAYMENTS**

7.1 Contract price is included in the ENGINEER's Cost Proposals found in Exhibit "C" to this Agreement. The Cost Proposal in Exhibit "C" is firm for the initial term of the Agreement. Fees may be increased in renewal terms as mutually agreed to by the parties. Compensation to ENGINEER for services rendered shall be in accordance with each WORK ORDER, mutually agreed upon by ENGINEER and CITY. Unless otherwise stated in this Agreement or a WORK ORDER hereunder, all services provided for in this Agreement or such WORK ORDER are included within the scope of basic compensation provided for in each particular WORK ORDER.

7.2 Each WORK ORDER may be divided into units of deliverables or phases of work, including, but not limited to, reports, findings, drawings, drafts, or other work product, that must be received and accepted in writing by CITY's designated representative prior to approval of payment for such work.

7.3 For payment purposes, ENGINEER shall invoice CITY no more frequently than monthly.

7.4 ENGINEER acknowledges that CITY is exempt from sales taxes and CITY shall not be invoiced for same.

7.5 Fees and other charges for services shall be invoiced monthly or as otherwise provided in the applicable WORK ORDER. ENGINEER shall submit duly certified and proper invoices for approval, in triplicate, to CITY's representative designated in the applicable WORK ORDER. Such invoices shall be reviewed by CITY and, if approved, shall be submitted to the CITY's chief disbursement officer for payment together with certification that the services invoiced have been rendered and that the services are in conformity with this Agreement and the applicable WORK ORDER. In any case in which an improper invoice is submitted by ENGINEER, CITY shall within ten (10) business days after such improper invoice is received by the designated CITY representative, notify ENGINEER that the invoice is improper and indicate what corrective action on the part of ENGINEER is needed to make the invoice proper.

7.6 The payment due date for invoices shall be forty-five (45) days after a certified and proper invoice is received by the CITY's chief disbursement officer after approval by the appropriate CITY representative, or if required, approval by CITY Commission. However, if CITY notifies ENGINEER by such due date that CITY disputes the invoice or any portion thereof, the payment due date for such disputed invoice or portion shall be as provided herein for resolution of invoice payment disputes. Payment of any undisputed invoice or undisputed portion of an invoice not made by CITY to ENGINEER by the due date shall begin to bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. ENGINEER must invoice CITY for any interest accrued in order to receive the interest payment.

7.7 In order for both parties to close their books and records, ENGINEER shall clearly state "Final Invoice" on ENGINEER's final billing to CITY for each WORK ORDER, as applicable. ENGINEER shall submit with such Final Invoice certification that all services under the applicable WORK ORDER have been performed and that all charges and costs have been invoiced to CITY, together with a list of all subcontractors and suppliers providing goods or services under the applicable WORK ORDER and certification that all such subcontractors and suppliers have been fully paid. No Final Invoice shall be approved for payment until ENGINEER has fully complied with this provision.

## **8.0 INDEMNIFICATION**

8.1 ENGINEER agrees to protect, defend, indemnify, and hold harmless the City of

Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, its employees, servants, agents, and subconsultants. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Consultant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of negligence of ENGINEER, or any of the ENGINEER's agents, servants, or employees during the performance of the Work before the estimates have become due under the Agreement, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

8.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

### **8.3 PURSUANT TO FS 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

8.4 The parties agree that indemnification up to the limits of the insurance requirements of this Agreement, or the guaranteed maximum price agreed upon by the parties for the final completion of the project, whichever is higher, bears a reasonable commercial relationship to the Agreement.

## **9.0 INSURANCE**

9.1 ENGINEER shall provide and maintain in force at all times during the Agreement with the CITY such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the CITY the protection contained in the foregoing indemnification undertaken by the ENGINEER, including the following:

- 9.1.1 Workers' Compensation Statutory limits with a limit of \$100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act when applicable.

- 9.1.2 Commercial General Liability Insurance with limits of no less than \$1,000,000.00, and \$2,000,000.00 excess umbrella liability, including CITY as an additional insured.
- 9.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.
- 9.1.3 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of \$1,000,000.00 with a deductible (if applicable) not to exceed \$25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.
- 9.1.4 Before commencing performance of the Agreement, the Consultant shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, and must expressly provide coverage for damage to City and third-party property resulting from the work by Consultant and/or its subconsultants, which shall contain the following:
  - a) Name of insurance carrier(s)
  - b) Effective and expiration dates of policies
  - c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
  - d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and if appropriate for Work Orders for work at specific locations, specifying the project/location

## **10.0 WARRANTIES AND ATTORNEY'S FEES**

10.1 ENGINEER warrants that its services are to be performed within the limits prescribed by the CITY and in accordance with the standard of care ordinarily exercised by Engineers performing the same or similar services in the same locality at the time the services are provided.

10.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels.

## **11.0 GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL**

11.1 ENGINEER agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

11.2 Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

11.3 Any remedies provided in this Agreement or any WORK ORDER shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any WORK ORDER issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

## **12.0 PUBLIC RECORDS**

ENGINEER shall keep and maintain public records required by the CITY to perform the Project. Upon request from the CITY, ENGINEER shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ENGINEER does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the CITY all public records in possession of the ENGINEER or keep and maintain public records required by the CITY to perform the service. If the ENGINEER transfers all public records to the CITY upon completion of the Project, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the Project, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
CITY of Lighthouse Point**

**2200 N.E. 38th Street  
Lighthouse Point, FL 33064  
(954) 943-6500**

### **13.0 OWNERSHIP AND REUSE OF DOCUMENTS**

13.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by ENGINEER or at ENGINEER's direction for the purpose of this Agreement and any WORK ORDER hereunder, shall become the property of CITY and shall be made available by ENGINEER at any time upon request of CITY's representatives. When all work contemplated under this Agreement or any WORK ORDER is complete, all of such documents shall be delivered to CITY's designated representative.

13.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by ENGINEER for a specific project pursuant to this Agreement and any WORK ORDER, are related exclusively to the services described in this Agreement and the WORK ORDER(S) for such project. Unless otherwise provided in a WORK ORDER or other supplemental agreement, they are not intended or represented to be suitable for reuse by CITY or others on extensions of the subject project or on any other project and any such utilization or adaptation shall entitle ENGINEER to additional compensation at a rate to be agreed upon by CITY and ENGINEER. ENGINEER shall not be liable for any reuse of the documents unless such reuse is intended by the WORK ORDER or the reuse is agreed to by the parties hereto. ENGINEER shall not be liable for any modifications made to the documents by other than ENGINEER or anyone directly or indirectly employed by ENGINEER. Any documents provided to, prepared or assembled by ENGINEER and ENGINEER's subcontractors under this Agreement and any WORK ORDER hereunder shall be kept solely as property of CITY and shall not be made available to any individual or organization without the prior written approval of CITY. ENGINEER shall not publish any information or documents concerning a project under this Agreement or any WORK ORDER without the written consent of CITY.

### **14.0 DEFAULT**

In the event the ENGINEER fails to comply with the provisions of this Agreement or individual WORK ORDER, the CITY may declare the ENGINEER in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed seven (7) calendar days unless otherwise agreed to by the parties. Should ENGINEER fail to timely cure the default, the CITY may terminate the Agreement or individual WORK ORDER. In such event, ENGINEER shall only be compensated for any services completed as of the date written notice of default is served, and shall return records pursuant to the terms of Section 6.3.

### **15.0 NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice.

sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CITY: City of Lighthouse Point  
Attention: Ross Licata, CITY Administrator  
2200 NE 38<sup>th</sup> Street  
Lighthouse Point, Florida 33064  
Telephone: (954) 943-6500

WITH COPY TO: Michael D. Cirullo, Jr., CITY Attorney  
City of Lighthouse Point  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500

For ENGINEER: Alex Lazowick, President  
KEITH and Associates, Inc.  
301 East Atlantic Boulevard  
Pompano Beach, Florida 33060  
Telephone: (954) 788-3434

## **16.0 PROHIBITION AGAINST CONTINGENT FEES**

In accordance with Section 287.055(6)(a), Florida Statutes, ENGINEER warrants that ENGINEER has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement or any WORK ORDER hereunder and that ENGINEER has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement or any WORK ORDER hereunder. For breach or violation of this provision, CITY shall have the right to terminate this Agreement and any WORK ORDER hereunder without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## **17.0 ENTIRE AGREEMENT, VALIDITY, ASSIGNMENTS**

17.1 This Agreement, together with all WORK ORDERS subsequently issued hereunder by CITY, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such WORK ORDERS.

17.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

17.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

17.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

17.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

17.6 The title of this Agreement and any WORK ORDER hereunder and the section and paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

17.7 This Agreement and any WORK ORDER hereunder may be executed on one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

17.8 ENGINEER shall not assign or transfer the Agreement or any WORK ORDER, or its rights, title or interests therein, without CITY'S prior written approval. The obligations undertaken by ENGINEER pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment.

## **18.0 INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the City and ENGINEER or anyone performing services on behalf of ENGINEER pursuant to this Agreement. It is the intent of the Parties that the ENGINEER is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The ENGINEER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ENGINEER'S activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of ENGINEER, which policies of ENGINEER shall not conflict with City, State, or United States policies, rules or regulations relating to the use of ENGINEER'S funds provided for herein. The ENGINEER agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ENGINEER and the CITY and the CITY will not be liable for any obligation incurred by ENGINEER, including but not limited to unpaid minimum wages and/or overtime premiums.

## **19.0 TRUTH-IN-NEGOTIATION CERTIFICATION**

19.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee ENGINEER service authorized by a WORK ORDER issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, ENGINEER hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said WORK ORDER. The original contract price set forth in said WORK ORDER and any additions thereto will be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the pertinent WORK ORDER. ENGINEER shall maintain and allow access to the records required under this section for a period of three (3) years after completion of the services provided under this Agreement and date of final payment for such services, or date of termination of this Agreement as provided herein.

19.2 For each project and WORK ORDER hereunder, ENGINEER will maintain separate accounting records that will include, but not be limited to, timecards, job cost records, invoices, and all other such data necessary to identify project and WORK ORDER costs. Said records will be made available to CITY's representatives for inspection, auditing and copying at ENGINEER's office upon request and at CITY's expense.

19.3 ENGINEER shall allow public access to all documents, papers, letters, and other material that is subject to the provisions of Chapter 119, Florida Statutes, and made or received

by ENGINEER in conjunction with this Agreement or any WORK ORDER hereunder. ENGINEER shall immediately inform CITY of any and all public records requests made to ENGINEER and coordinate with CITY the ENGINEER's compliance with such request.

## **20.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. ENGINEER will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

## **21.0 SCRUTINIZED COMPANIES**

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more, if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the ENGINEER, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event ENGINEER is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

## **22.0 E-VERIFY**

ENGINEER certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below. For

purposes of this Section 22.0. "ENGINEER" shall have the same meaning as "CONTRACTOR."

1) Definitions for this Section:

"CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or Engineer.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2023, CONTRACTORS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subengineers/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Lighthouse Point. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Lighthouse Point; and

c) The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

### **23.0 COMPLIANCE WITH FOREIGN ENTITY LAWS.**

ENGINEER ("Entity") hereby attests under penalty of perjury the following:

- a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

### **24.0 FEDERAL FUNDED PROJECT AND BROWARD COUNTY TRANSPORTATION SURTAX PROJECT ADDENDA.**

When Work is identified in a Work Order as funded in whole or in part with Federal Funds, the **ADDENDUM TO AGREEMENT FOR FEDERALLY FUNDED PROJECTS** attached hereto shall apply. When Work is identified in a Work Order as funded in whole or in part with Broward County Surtax Funds, the **TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS**, shall be applicable to that Work and ENGINEER shall execute the Addendum as required by Broward County, the current form of which is attached hereto.

#### **ACCEPTANCE OF AGREEMENT**

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

IN WITNESS WHEREOF, CITY and ENGINEER have signed this Agreement. in duplicate.

CITY OF LIGHTHOUSE POINT, FLORIDA

BY: [Signature]  
Kyle Van Buskirk, Mayor

ATTEST:

[Signature]  
Kathryn Sims, City Clerk

APPROVED AS TO FORM:  
[Signature]  
City Attorney

WITNESS:

DocuSigned by:  
[Signature]  
Signature of Witness  
Tom Green  
Printed Name of Witness

Proposed by: KEITH AND ASSOCIATES, INC.  
[Signature] DocuSigned by:  
0030BF099633146B... [Signature]  
Signature of Corporate President  
Alex Lazowick  
Printed Name of Corporate President

[Signature]  
Signature of Corporate Secretary  
[Signature]  
Printed Name of Corporate Secretary  
(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ in his/her capacity as Corporate President of KEITH AND ASSOCIATES, INC., a State of Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC

Personally Known OR  
 Produced Identification  
Type of Identification Produced

SHEKINAH WEBER  
Notary Public  
State of Florida  
Comm# HH338288  
Expires 12/5/2026

EXHIBIT "A"  
RFQ 2023-007, GENERAL CONSULTING ENGINEERING AND SURVEYING SERVICES

EXHIBIT "B"  
ENGINEER'S QUALIFICATIONS SUBMITTAL

EXHIBIT "C"  
ENGINEER'S COSTS



Engineering Inspired Design.

RFQ2023-007: PROFESSIONAL ENGINEERING SERVICES
PROFESSIONAL SERVICE FEE SCHEDULE

Management

Table with 2 columns: Role, Rate. Includes Project Executive (\$350.00), Expert Witness (\$750.00), Senior Project Manager (\$250.00), Project Manager (\$175.00), Assistant Project Manager (\$125.00), Administrative Assistant (\$100.00).

Engineering

Table with 2 columns: Role, Rate. Includes Chief Engineer (\$225.00), Senior Engineer (\$180.00), Engineer II (\$165.00), Engineer I (\$150.00), Engineering Analyst III (\$140.00), Engineering Analyst II (\$125.00), Engineering Analyst I (\$110.00).

Utility Coordination

Table with 2 columns: Role, Rate. Includes Chief Utility Coordinator (\$225.00), Senior Utility Coordinator (\$180.00), Utility Coordinator II (\$165.00), Utility Coordinator I (\$150.00), Utility Analyst III (\$140.00), Utility Analyst II (\$125.00), Utility Analyst I (\$110.00).

Planning

Table with 2 columns: Role, Rate. Includes Chief Planner (\$225.00), Senior Planner (\$180.00), Planner II (\$165.00), Planner I (\$150.00), Planning Analyst III (\$140.00), Planning Analyst II (\$125.00), Planning Analyst I (\$110.00).

Landscape Architecture

Table with 2 columns: Role, Rate. Includes Chief Landscape Architect (\$225.00), Senior Landscape Architect (\$180.00), Landscape Architect II (\$165.00), Landscape Architect I (\$150.00), Landscape Analyst III (\$140.00), Landscape Analyst II (\$125.00), Landscape Analyst I (\$110.00).

Arborist.....\$150.00

Grant Support

Table with 2 columns: Role, Rate. Includes Chief Grant Manager (\$225.00), Senior Grant Writer (\$180.00), Grant Writer II (\$165.00), Grant Writer I (\$150.00), Grant Analyst III (\$140.00), Grant Analyst II (\$125.00), Grant Analyst I (\$110.00).

Architecture

Table with 2 columns: Role, Rate. Includes Chief Architect (\$225.00), Senior Project Architect (\$180.00), Project Architect II (\$165.00), Project Architect I (\$150.00), Designer Architect III (\$140.00), Designer Architect II (\$125.00), Designer Architect I (\$110.00).

Construction Services

Table with 2 columns: Role, Rate. Includes Chief Construction Manager (\$225.00), Construction Manager (\$180.00), Senior Inspector II (\$165.00), Senior Inspector I (\$150.00), Inspector III (\$140.00), Inspector II (\$125.00), Inspector I (\$110.00).

Threshold / Special Inspector ... \$150.00

Survey / Subsurface Utility Engineer (SUE)

Table with 2 columns: Role, Rate. Includes Chief Surveyor (\$225.00), Sr. Surveyor / Sr. SUE (\$180.00), Surveyor / SUE II (\$165.00), Surveyor / SUE I (\$150.00), Survey / SUE Analyst III (\$140.00), Survey / SUE Analyst II (\$125.00), Survey / SUE Analyst I (\$110.00).

Field Crew Rates:

Table with 2 columns: Role, Rate. Includes Survey Crew III (\$250.00), Survey Crew II (\$200.00), Survey Crew I (\$150.00), Survey Laser Scanning (\$250.00), Survey Drone Crew (\$250.00).

Utility Designating Crew..... \$200.00

Vacuum Excavation:

Table with 2 columns: Role, Rate. Includes Test Hole - Pervious (\$350.00/Each), Test Hole - Impervious (\$450.00/Each), Impervious Coring >8" (\$150.00/Each).



**RFQ2023-007: PROFESSIONAL ENGINEERING SERVICES  
PROFESSIONAL SERVICE FEE SCHEDULE**

Engineering Inspired Design.

UNIT PRICE ITEM	UNIT	UNIT PRICE
<b>Soil Testing</b>		
Field Density Test (five [5] minimum)	per test	\$35.00
Proctors	per test	\$160.00
Limerock Bearing Ratio Test	per test	\$450.00
Atterberg Limit Test	per test	\$105.00
Carbonate Content Test	per test	\$150.00
Organic Content Test	per test	\$65.00
Corrosion Series	per test	\$250.00
Natural Sample Moisture Content	per test	\$25.00
Unit Weight and Moisture Content (Undisturbed Sample)	per test	\$75.00
<b>Concrete &amp; Masonry Materials</b>		
Concrete Compression Test (Min. four [4] cylinders per trip)	per set	\$150.00
*Prepare cylinders & slump test on site, and deliver to lab		
Additional Concrete Cylinders	per cylinder	\$30.00
Concrete Compression test only [delivered to lab]	per cylinder	\$30.00
Slump test	per test	\$25.00
Air Content test	per test	\$45.00
Grout Prism (Six [6] per set)	per set	\$150.00
*Includes preparation of Prism on site		
2" x 2" Mortar Cubes (Six [6] per set)	per set	\$150.00
* Includes preparation of Cubes on site		
Additional Mortar cubes	per cube	\$25.00
<b>Masonry Units</b>		
A. Compressive Strength	per unit	\$125.00
B. Absorption	per unit	\$50.00
<b>Concrete Cores (Min. 3 shots)</b>		
A. Secure, trim, & test	per core	\$150.00
B. Testing of core [delivers to lab (Incl. Trim)]	per core	\$50.00
Windsor Probe Test (Min. 3 shots)	per test	\$200.00
Additional Windsor Probe Tests	per test	\$100.00
<b>Aggregate Testing</b>		
<b>Grain size determination</b>		
A. Full grain size (8 sieves)	per test	\$155.00
B. Wash through (#200)	per test	\$65.00
Sieve Analysis- Coarse Aggregate	per test	\$45.00
Specific Gravity & Absorption of Fine or Coarse Aggregate	per test	\$85.00
<b>Asphalt Testing</b>		
Asphalt Cores (min of 5 per trip; obtaining core samples)	per unit	\$258.00
Asphalt Extraction & Gradation	per unit	\$181.00
Asphalt Density & Thickness	per unit	\$95.00
Marshall Stability (incl. density, flow, and stability of 3 specimens) 50 blows	per unit	\$150.00
<b>Field Explorations/Investigations</b>		
Auger Borings	per foot	\$12.00
Standard Penetration Test Borings-Truck Rig (0'-50')	per foot	\$18.00
Truck Rig (51'-100')	per foot	\$22.00
Grout-Seal Boreholes (0'-50')	per foot	\$8.00
Grout-Seal Boreholes (51'-100')	per foot	\$10.00
Casing Allowance (0'-50')	per foot	\$12.00
Casing Allowance (51'-100')	per foot	\$15.00
Muck Probing (4 hr. min.) (2-man crew)	per hour	\$200.00
Mobilization of drilling equipment to project (Min. Charge) Truck-Mounted Rig	Per unit	\$530.00
<b>Miscellaneous Service</b>		
Percolation Test	per test	\$450.00
Double Ring Infiltrometer Test	per test	\$750.00
Install Monitoring Well, 25' depth	per LF	\$50.00
Plug & Abandon Monitoring Well, 25' depth	per LF	\$18.00

## **ADDENDUM TO AGREEMENT FOR FEDERALLY FUNDED PROJECTS**

- I. The provisions in Article II shall apply to Work Orders issued under the Agreement for projects that are federally funded. The Work Order shall specifically identify that this Addendum to Agreement for Federally Funded Projects shall apply to such Work Order.
- II. Provisions for federally funded projects in applicable Work Orders:

### **1.0 Nondiscrimination and Equal Opportunity Employment**

1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2.0 Compliance with the Copeland "Anti-Kickback" Act**

2.1 CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2.2 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

2.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **3.0 Compliance with the Contract Work Hours and Safety Standards Act**

3.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.2 Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory).

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **4.0 Clean Air Act**

4.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

4.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the CITY, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

4.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

#### **5.0 Federal Water Pollution Control Act**

5.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## **6.0 Suspension and Debarment**

6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

6.2 The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

6.3 This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and CITY), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4 CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **7.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **8.0 Preference for Purchase, Acquisition, or Use of Goods Products, or Materials Produced in the United States**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **9.0 Maximum use of products containing recovered materials**

9.1 In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

9.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

## **10.0 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

## **11.0 Program Fraud and False or Fraudulent Statements or Related Acts**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## **12.0 Davis-Bacon**

For infrastructure projects greater than ten million dollars (\$10,000,000.00), CONTRACTOR shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C §§3141-4144 and 3146-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, which are incorporated herein where this paragraph is applicable.

## **13.0 Rights to Inventions Made Under Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or

subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **14.0 Huawei Technologies Company or ZTE Corporation**

CONTRACTOR is prohibited from obligating/expending funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT  
CONTRACTS**



**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS**  
(SURTAX PROJECT# \_\_\_\_\_ RFP/RLI # \_\_\_\_\_)

This Transportation Surtax Addendum ("Addendum") is made and entered by and between the [INSERT NAME OF MUNICIPALITY], a municipality of the State of Florida ("Municipality"), and [INSERT NAME OF CONSULTANT], a \_\_\_\_\_ [corporation/limited liability company] ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**GENERAL CONDITIONS**

**A.** The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County") and Municipality to provide for funding of the Project (the "Funding Agreement").

**B.** The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Consulting Agreement.

**C. [If applicable]** Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

**D.** All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

**E.** Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

**F.** In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

**G.** The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

## ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the governing body of Municipality, its successors and assigns.

1.3. **Contract Administrator** means \_\_\_\_\_, or such other person designated by \_\_\_\_\_ in writing. The Contract Administrator is the representative of Municipality concerning the Project.

### **DELETE ALL REFERENCES TO "CONTRACTOR" IF NOT APPLICABLE TO THIS CONTRACT**

1.4. **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

1.5. **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

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

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

1.8. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

1.9. **Project** means \_\_\_\_\_.

1.10. **Purchasing Director** means Municipality's \_\_\_\_\_ or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

1.11. **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Consulting Agreement.

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

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

## EXHIBITS

Exhibit A	Maximum Billing Rates
Exhibit A-1	Reimbursables for Direct Non-Salary Expenses
Exhibit B	Schedule of Subconsultants

### ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES

#### **USE THE FOLLOWING IF THE AGREEMENT HAS A SPECIFIC START AND END DATE**

3.1. The term of this Agreement shall be for the period beginning on \_\_\_\_\_ and ending \_\_\_\_\_ (\_\_\_\_) years after that date. Consultant shall perform the Services within the time period specified in the Scope of Services (as defined in the Consulting Agreement). Time periods shall commence from the date of the applicable Notice to Proceed.

#### **USE THE FOLLOWING INSTEAD IF THE TIME FOR PERFORMANCE DOES NOT BEGIN ON A SPECIFIC DATE**

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

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

3.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality 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, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator 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.

3.4. If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, 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 4 for all Services rendered by Consultant beyond the substantial completion date.

3.5. Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the

failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality 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 Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

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

#### **ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT**

4.1. 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. Municipality 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.

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

4.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 4.2.

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

4.2.3 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 reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

4.2.4 The total hours payable by Municipality 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 4.2. 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.

4.2.5 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 4.2 remain in place.

#### 4.3. Method of Billing.

4.3.1 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.

4.3.2 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.

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

#### **ARTICLE 5. AUDIT RIGHTS AND RETENTION OF RECORDS**

5.1. 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 inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and 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 Applicable Law, Municipality, and/or County). 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.

5.2. 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.

5.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida.

Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

5.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

5.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

5.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

#### **ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

6.1 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.

**[DELETE SECTIONS 6.2 – 6.9 IF FEDERALLY OR STATE FUNDED, SEE §§ 255.0991 AND 255.0992, FLA. STAT.]**

6.2 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 Municipality 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.

6.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for [ ] percent ( [ ] %) of total Services under this Agreement (the "Commitment") for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of

this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

**[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT]**

The Parties acknowledge that this procurement has been reserved solely for performance by CBE firms; therefore, the CBE goal is one hundred percent (100%) of the Services under this Agreement (the "Commitment"). Consultant is a CBE firm and agrees that it shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE firms listed in Exhibit B (or CBE firms substituted or approved by OESBD during the term of this Agreement).

**[USE THE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 6 ACCORDINGLY]**

The Parties acknowledge that this procurement has been reserved solely for performance by an SBE firm; therefore, the SBE goal is one hundred percent (100%) of the Services under this Agreement (the "Commitment"). Consultant is an SBE firm and agrees that it will meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit B (including as may be substituted or approved in accordance with this Agreement).

6.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality 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, as applicable. 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 if 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 OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

6.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality 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 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 Municipality 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 Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, 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.

6.6 Consultant acknowledges that County 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 Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

6.7 OESBD may modify the required participation of CBE firms 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.

6.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

6.9 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

## **ARTICLE 7. PUBLIC RECORDS**

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

7.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

- 7.1.2 Upon request from Municipality, provide Municipality 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 Applicable Law;
- 7.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and
- 7.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, 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 Municipality upon request in a format that is compatible with the information technology systems of Municipality.

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

7.3 Any material submitted to Municipality 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 Municipality for records designated by Consultant as Trade Secret Materials, Municipality 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 Municipality 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**

**ARTICLE 8. MISCELLANEOUS.**

8.1 Indemnification of Municipality and County. Indemnification of Municipality and the County for Transportation Surtax Projects. The Consultant shall indemnify and hold harmless Municipality, its elected and appointed officials and employees including current, past, and future officers and employees, from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Consultant or its Subconsultants, agents, officers, employees or independent contractors, or negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of Municipality or its elected or appointed officials and employees. Municipality reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Municipality's City Manager and City Attorney, any sums due to the Consultant under this Agreement may be retained by Municipality until all of Municipality'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 Municipality. This provision as it applies to Municipality shall be in place for all projects and engagements that Consultant may receive as a result of any final agreement awarded to Consultant. When projects are funded by Broward County Transportation Surtax Project funds, the Consultant shall indemnify and hold harmless the County, its elected and appointed officials and employees including current, past, and future officers and employees, from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Consultant or its Subconsultants, agents, officers, employees or independent Consultants, or negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. County shall have the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due to the 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.

8.2 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 and will maintain a drug-free workplace program for the duration of the Agreement.

8.3 Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, 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.

8.4 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 ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.5 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

8.6 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

8.7 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

8.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use 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, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY, through its Board, 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.

MUNICIPALITY

ATTEST:

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

\_\_\_\_\_  
MUNICIPALITY'S CLERK

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

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

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

\_\_\_\_\_  
Municipality's Attorney

CONSULTANT

[FOR INDIVIDUAL]

WITNESSES:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

By \_\_\_\_\_

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

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

[FOR CORPORATION]

ATTEST:

\_\_\_\_\_  
Secretary

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

CORPORATE SEAL

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

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

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

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

**Exhibit A  
Maximum Billing Rates**

Project No: [Project Number]  
 Project Title: [Project Title]  
 Consultant/ [Name]  
 Subconsultant Name:

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

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

OPERATING MARGIN = X.XX%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

**[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.

**Consultant**

**Municipality**

\_\_\_\_\_  
Name/Title

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A-1**  
**Reimbursables for Direct Non-Salary Expenses**

<b>Reimbursable</b>	<b>Maximum Reimbursable</b>
<b>Total Maximum Reimbursables:</b>	

**Exhibit B**  
**Schedule of Subconsultants**

Project No:   
Project Title:   
Facility Name:

---

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		