

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND R.J. BEHAR & COMPANY, INC. FOR CONSULTANT SERVICES FOR STIRLING ROAD  
ROADWAY AND DRAINAGE IMPROVEMENTS  
(RFQ No. 2022-2-PW)**

This agreement ("Agreement") is between the City of Cooper City, a municipality of the State of Florida ("Municipality"), and R.J. Behar & Company, Inc., a Florida Corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

- A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation" ) to fund statutorily permissible transportation expenditures.
- B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.
- C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.
- D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.
- E. On May 2022, the City of Cooper City executed an Interlocal Agreement with Broward County for the design, permitting, bidding, construction and certification of improvements on Stirling Road, from Flamingo Road to Palm Avenue within the City of Cooper City.
- F. On February 21, 2023, the City of Cooper City completed efforts to select R.J. Behar & Company, Inc. as Consultant to provide design, permitting and bidding services to complete the Stirling Road Roadway Improvements Project, for which 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.

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

## **ARTICLE 1. DEFINITIONS**

- 1.1 **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 **Code** means the Broward County Code of Ordinances.
- 1.4 **Contract Administrator** means the staff person assigned on behalf of the City of Cooper City to Manage the project, or such other person designated by the Utilities Director in writing. The Contract Administrator is the representative of Municipality concerning the Project.
- 1.5 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.
- 1.6 **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.
- 1.7 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.8 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.9 **Project** means the project described in Exhibit A.
- 1.10 **Purchasing Director** means Municipality's Procurement Manager or designee authorized to execute Work Authorization provided for in Section 6.3.
- 1.11 **Services** means the work set forth in the Scope of Services, attached as Exhibit A, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, as well as any Optional Services procured under this Agreement.
- 1.12 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.13 **Sub-consultant** means an entity or individual, including subcontractors, providing Services to Municipality through Consultant, regardless of tier.

## **ARTICLE 2. EXHIBITS**

|                    |   |
|--------------------|---|
| <b>Exhibit A</b>   | <b>Scope of Services</b>                            |
| <b>Exhibit B</b>   | <b>Maximum Billing Rates</b>                        |
| <b>Exhibit B-1</b> | <b>Reimbursables for Direct Non-Salary Expenses</b> |
| <b>Exhibit C</b>   | <b>Minimum Insurance Requirements</b>               |
| <b>Exhibit D</b>   | <b>Work Authorization Form</b>                      |
| <b>Exhibit E</b>   | <b>Schedule of Subconsultants</b>                   |
| <b>Exhibit [F]</b> | <b>CBE Subconsultants and Letters of Intent</b>     |

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

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

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by Municipality to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by Municipality, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written Municipality approval shall be at no additional cost to Municipality.

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

3.4 Municipality shall assist Consultant by placing at Consultant’s disposal all information Municipality has available pertinent to the Project, including previous reports and any other data relative to the Project. Municipality shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. Municipality shall review any itemized deliverables and documents required to be

submitted by Consultant and respond in writing with any comments within the time for such comments, if any, stated in Exhibit A.

#### **ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES**

This Agreement begins on the date of issuance of the Notice to Proceed and ends two (2) years after that date. Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.1 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 Exhibit A for the Contract Administrator's review.

4.2 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.

4.3 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 5 for all Services rendered by Consultant beyond the substantial completion date.

4.4 Notwithstanding Section 4.4, 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.

4.5 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 (3) 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 stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

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

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

5.1.1 Maximum Amount Not-To-Exceed Compensation - NOT USED.

5.1.2 Lump Sum Compensation. For Services identified in Exhibit A as payable on a “Lump Sum” basis, compensation to Consultant shall be not more than a total lump sum of \$797,955.64.

5.1.3 Optional Services - NOT USED.

5.1.4 Reimbursable Expenses – NOT USED.

5.1.5 Maximum Billing Rates. The maximum billing rates payable by Municipality for each of Consultant’s employee categories are shown on Exhibit B and further described in Section 5.2.

5.1.6 Sub-consultant Fees. Consultant shall bill Municipality for Sub-consultant fees using the employee categories for Salary Costs on Exhibit B and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Sub-consultant fees with no mark-up and within any applicable maximum not to exceed amount.

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

| <b>Project Phase</b>                                 | <b>Fee %</b> | <b>Phase Amount</b> |
|--|--------------|---------------------|
| Predesign Services/Programming Phase                 | 24%          | \$187,077.74        |
| Phase I: Schematic Design                            | 15%          | \$116,923.59        |
| Phase II: Design Development                         | 30%          | \$233,847.17        |
| Phase III: Construction Documents                    | 25%          | \$195,274.08        |
| Phase IV: Post Design Services                       | 6%           | 46,368.00           |
| Phase V: Administration of the Construction Contract | N/A          | N/A                 |

| <b>Project Phase</b>  | <b>Fee %</b> | <b>Phase Amount</b> |
|---|--------------|---------------------|
| Phase VI: Warranty Administration and Post-Occupancy Services | N/A          | N/A                 |
| <b>Total Services Fee</b>                                     | <b>100%</b>  | <b>\$779,490.58</b> |

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

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

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

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

5.2.4 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 5.2. 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.

5.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program (“PPP”) funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless 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, arising from or relating thereto.

5.3 Reimbursable Expenses. 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”) shall be limited to those permitted under 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 Expenses of Sub-consultants must also comply with the requirements of this section.

5.4 Method of Billing.

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



and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

5.5 Method of Payment.

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

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

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

5.5.4 Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address: **RJ Behar & Company, Inc./6861 SW 196 Avenue/Pembroke Pines, FL 33332.**

5.6 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 Title XI, Chapter 129 and, if applicable, Chapter 212, Florida Statutes.



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

5.8 Withholding by Municipality; Overcharges. Notwithstanding any provision of this Agreement to the contrary, Municipality may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by Municipality. In the event of an overcharge of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by Municipality as just compensation for damages incurred by Municipality due to the overbilling, including, but not limited to, Municipality's administrative costs and loss of potential investment returns (including interest).

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

6.1 Municipality or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Municipality's procurement code and policies and must be contained in a written amendment.

6.2 If Services under this Agreement are identified as optional ("Optional Services"), Municipality may select the type, amount, and timing of such services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and Municipality pursuant to Section 6.3. No such selection, when combined with those Services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the scope of services method of compensation applicable to that Work Authorization and the required completion date for the services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of Municipality as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to Municipality is less than \$50,000.00; (b) the Purchasing Director may execute

Work Authorizations for which the total aggregate cost to Municipality is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Consultant shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

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

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

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

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

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

7.4 Contingency Fee. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree

and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this 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 may be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant's compensation in this Agreement..

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

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

7.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Sub-consultant 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.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code, 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.

7.10 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide

Services is duly qualified to perform Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

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

7.12 Breach of Representations. Consultant acknowledges that Municipality is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and Municipality shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

7.13 Entities of Foreign Concern. The provisions of this section apply only if Consultant or any Sub-consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Sub-consultant that will have access to personal identifying information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5.4. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

## **ARTICLE 8. TERMINATION**

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by Municipality for reasons including, but not limited to, any of the following:

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

8.1.2 By the Municipality Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

8.1.3 By the Contract Administrator upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the Office of Economic and Small Business Development ("OESBD") if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by Municipality must be by action of the Board or the Municipality Administrator; in any other instance, termination for cause may be by the Municipality Administrator, the Municipality representative expressly authorized under this Agreement, or the Municipality representative (including any successor) who executed this Agreement on behalf of Municipality. If Municipality erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2 Termination for Convenience; Other Termination. This Agreement or any Work Authorization may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for Municipality's right to terminate this Agreement or any Work Authorization for convenience including in the form of Municipality's obligation to provide advance notice to Consultant of such termination in accordance with this section. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by Municipality, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement or any Work Authorization may also be terminated by the Municipality Administrator upon such notice as the Municipality Administrator deems appropriate under the circumstances if the Municipality Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement or any Work Authorization issued under this Agreement is terminated by Municipality pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of Municipality to retain any sums otherwise due and payable, and Municipality shall have no further obligation to pay Consultant for Services under this Agreement.

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

8.4 In addition to any termination rights stated in this Agreement, Municipality shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by Municipality due to Consultant’s failure to comply with any term(s) of this Agreement.

## **ARTICLE 9. INSURANCE**

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

9.2 Consultant shall ensure that "Cooper City, 9090 SW 50th Place, Cooper City, Florida, 33328" and "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" are both listed and endorsed as additional insureds as stated in Exhibit C on all policies required under this article.

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

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to Municipality any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Municipality with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5 All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by Municipality’s Risk Management Division in writing.



9.6 If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, Municipality shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any Municipality insurance, self-insurance or otherwise. All insurance held by Municipality, as well as Municipality's self-insurance, shall be in excess of and shall not contribute to the required insurance provided by Consultant.

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

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurers may acquire against Municipality and agrees to obtain same in an endorsement of Consultant's insurance policies required under this article including any excess or umbrella policies.

9.9 Consultant shall require that each Sub-consultant maintains insurance coverage that adequately covers the Services provided by that Sub-consultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Sub-consultants comply with these requirements and that Municipality and "Broward County" are both named as additional insureds under the Sub-consultants' applicable insurance policies. Consultant shall not permit any Sub-consultant to provide Services unless and until all applicable requirements of this article are satisfied.

9.10 If Consultant or any Sub-consultant fails to maintain the insurance required by this Agreement, Municipality may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by Municipality, Consultant shall provide, within one (1) business day, evidence of each Sub-consultant's compliance with this article.

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



## ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 Consultants and Sub-consultants shall not 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 Sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

10.3 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.

10.4 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in **Exhibit F** (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services (the "Commitment") for the scope of 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 G** and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform 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.

10.6 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 1-8 of the Code) 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 of the Code. 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 Sub-consultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7 Consultant acknowledges that County may make minor administrative modifications to Section 1-81 of the Code, 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.

10.8 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.

10.9 Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist designated by the Contract Administrator. 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.

10.10 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 Section 5.7.

## ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Municipality's codes or policies, the Contract Administrator or designee may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to Municipality or waive any rights of Municipality. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by Municipality, in their native file format, and Consultant hereby transfers to Municipality all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of Municipality and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all Sub-consultant(s).

11.3 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 Sub-consultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.4 Public Records. Notwithstanding any other provision in this Agreement, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

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

11.4.2 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;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by 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

11.4.4 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 requirements of Applicable Law 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.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of Municipality’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless 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 nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 410-7676, [publicrecords@fdle.state.fl.us](mailto:publicrecords@fdle.state.fl.us), 2331 Phillips Road, Tallahassee, FL 32308.**

11.5 Audit Rights and Retention of Records. Consultant and Sub-consultants 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. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. 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 any outside representative engaged by either entity). 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, Sub-consultants, vendors, or other labor.

11.5.1 Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, 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, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Sub-consultants.

11.5.2 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 for such review. 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. Consultant shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

11.5.3 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.

11.5.4 If an audit or inspection reveals overpricing or overcharges to Municipality of any nature by Consultant or its Sub-consultants in excess of five percent (5%) of the total contract billings reviewed, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.8.. 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.

11.5.5 Consultant shall, by written contract, require all Sub-consultants to agree to the requirements and obligations as stated in Sections 11.4 and 11.5.

11.6 Sub-consultants. Consultant shall utilize only the Sub-consultants identified in Exhibit E, Schedule of Sub-consultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Sub-consultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Sub-consultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Sub-consultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. Municipality reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Municipality to reasonably compensate it for the performance of any such due diligence.

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

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.

11.9 Prior Agreements. This Agreement is the final and complete understanding of the Parties regarding the subject matter of this 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 this Agreement are contained herein.

11.10 Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of Municipality and Consultant.

11.11 Notices. Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR MUNICIPALITY:

\_\_\_\_\_  
Attn: Alex Rey, City Manager  
9090 SW 50th Place  
Cooper City, Florida 33328  
Email address: AREy@CooperCity.gov

FOR CONSULTANT:

Paola Riveros, PE  
6861 SW 196 Avenue, Suite 302  
Pembroke Pines, Florida 33332  
Email address: PRiveros@RJBehar.com

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



otherwise expressly stated. Any reference to approval by Municipality shall require approval in writing, unless otherwise expressly stated.

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

11.14 Drug-Free Workplace. To the extent required under Section 21.23(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 this Agreement.

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

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

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Municipality nor shall anything included herein be construed as consent by Municipality to be sued by third parties in any matter arising out of this Agreement.

11.18 Third-Party Beneficiaries. Except for County to the extent expressly identified herein, neither Consultant nor Municipality intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that, other than County, there are no third-party beneficiaries to this Agreement and that no third party other than County shall be entitled to assert a right or claim against either of them based upon this Agreement.

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

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

11.21 Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

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

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.26 Reuse of Project. Municipality may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared by Consultant pursuant to this Agreement, Consultant will be paid a reuse fee to be negotiated between Consultant and Municipality, subject to approval by the proper awarding authority. Each reuse assignment shall include any modifications to the drawings, specifications, and other documents required to adapt the design documents to the new use. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, Consultant shall revise the design documents to comply with building codes and other jurisdictional requirements current at the time of reuse for the new use or site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

#### 11.27 Payable Interest.

11.27.1 Payment of Interest. Unless prohibited by Applicable Law, Municipality shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

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

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

11.30 Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Municipality, CITY OF COOPER CITY 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 Vice President, duly authorized to execute same.

MUNICIPALITY

ATTEST:

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

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

MAYOR

\_\_\_\_\_ James Curran \_\_\_\_\_

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

**AGREEMENT BETWEEN CITY OF COOPER CITY AND R.J. BEHAR & COMPANY, INC. FOR  
CONSULTANT SERVICES FOR  
(RFQ # 2022-2-PW)**

R.J. BEHAR & COMPANY, INC.

By: \_\_\_\_\_  
Authorized Signer

Paola Riveros, P.E./Vice President

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

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

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

**RJ BEHAR  
SCOPE OF SERVICES**

**FOR CONSULTING ENGINEERING SERVICES  
FOR**

**STIRLING RD  
FROM FLAMINGO RD TO SW 100 AVE.**



|  |    |
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## 1. Purpose

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Consultant in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

The general objective is for the Consultant to prepare and provide Cooper City with a complete set of contract documents including signed and sealed plans, specifications, reports, supporting engineering analysis, calculations and other documentation as required. These contract documents will be used by the contractor to build the Project and test the Project components. These contract documents will be used by the city or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the Project. The Consultant shall follow a system engineering process to ensure that all required Project components are included in the development of the contract documents and the Project can be built as designed and to specifications.

The Consultant shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required for example: modifying a location of a proposed feature that is already in the scope, like lighting, signal, sign, pavement marking features. The Consultant shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The Consultant shall demonstrate good project management practices while working on this Project. These include communication with the city and others as necessary, management of time and resources, and documentation. The Consultant shall set up and maintain a contract file throughout the design of the Project. Consultants are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The Consultant shall provide qualified technical and professional personnel to perform to applicable standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

The Consultant shall be fully responsible for all work performed and work products developed under this Scope of Services. The City may provide job-specific information and/or functions as outlined in this contract, if favorable. The City's technical reviews are for high-level conformance and are not meant to be comprehensive reviews.

This scope references activity and task numbers specific to this Project derived from the Florida Department of Transportation (FDOT) Staff Hour Estimate (SHE) guidelines. The items specific to this Project were utilized to negotiate the level of effort and maximum not to exceed costs.

## 2. Project Description

The Consultant shall design the reconstruction of Stirling rd from Flamingo to SW 100 Ave.: widen the road to accommodate bike lanes or add a share used path, s. The proposed improvements include design and permitting of a storm drain system, including curbs and gutters, to convey storm water off of the paved surface of Stirling Road; review of existing grades and adjacent properties to confirm offsite runoff is not entering the Stirling Road drainage system; review of and potential improvements to the roadway lighting system; replacement or enhancement existing landscape impacted by the project; upgrading to mast arms at the existing span wire intersections at the Fire Station Emergency Flasher, SW 106th Ave, and Hiatus Rd; pedestrian and ADA upgrades. The scope also includes a speed study.

### 2.1. Develop Typical Sections

The Consultant shall investigate various typical sections and present recommendations to the City. The Project shall be designed in general conformance with the typical sections approved by the City.

### 3. Project Schedule and Submittals

Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed Project activity/event schedule for City and Consultant scheduled activities required to complete the Project Services. The schedule shall be based upon the duration specified below from the date specified in the NTP. The schedule shall be accompanied by an anticipated payout and fiscal progress curve, including all required phase submittals. For scheduling purposes, the Consultant shall allow for 1 month review time for each phase submittal and any other submittals as appropriate.

The phase submittals shall be produced in accordance with the FDOT and Florida Greenbook, using the current editions of the Standard Plans, FDOT Design Manual and Standard Specifications for Road and Bridge Construction, and any other applicable FDOT manual/guideline/standard. The Consultant shall furnish each phase submittal to the City and other agencies, including uploading the submittal to the FDOT Electronic Review Comment system. The Consultant shall respond to all comments and perform necessary corrections on all errors or deficiencies.

Table 1 below are the key milestones and their time to complete from the date identified in the City's Notice to Proceed.

*Table 1 - Key Milestones and Durations*

| <i>Description</i>   | <i>Duration (months)</i> |
|--|--------------------------|
| <i>Basis of Design Report/Pre-Design Work and Data March 30,2023</i>   | 6                        |
| <i>Collection/Surveying/Traffic counts</i>                             | 3                        |
| <i>30% Design submittal</i>  | 3                        |
| <i>60% Design submittal</i>  | 3                        |
| <i>Permitting</i>  | 1                        |
| <i>100% Submittal, Specifications with all required &amp; approved</i> | 3                        |
| <i>Permits</i>   |                          |
| <b>Total</b>   | <b>15</b>                |

The items required for each phase submittal and their respective status (i.e. Preliminary (P), Complete but subject to change (C), and Final (F)) are listed in Table 2 below. These deliverable items shall follow the requirements set forth in the latest version of the FDOT Design Manual and the Project specific details referenced in its respective scope section.

*Table 2 - Summary of Phase Submittals*

| ITEM   | SCOPE SECTION | PHASE I | PHASE II | PHASE III | PHASE IV |
|--|---------------|---------|----------|-----------|----------|
| Key Sheet                                    | 8             | P       | P        | C         | F        |
| Signature Sheet (sign and seal)              | 1, 4.5, 6.5   |         | P        | C         | F        |
| Summary of Pay Items                         | 8             |         | P        | C         | F        |
| Drainage Map                                 | 9, 9.1.1, 9.2 | P       | P        | C         | F        |
| Typical Section                              | 7.1, 8        | P       | C        | C         | F        |
| Summary of Drainage Structures               | 9.2           |         | P        | C         | F        |
| Optional Materials Tabulation                | 9.1.6         |         | P        | C         | F        |
| Project Layout                               | 7, 8          | P       | C        | C         | F        |
| Project Control                              | 8             | P       | C        | C         | F        |
| Roadway Plan-Profile                         | 7, 8          | P       | C        | C         | F        |
| Traffic Monitoring Site                      | 13,14         |         | P        | C         | F        |
| Special Profile                              | 7.3, 8        | P       | P        | C         | F        |
| Intersection Layout/Detail                   | 2, 7.3, 8     | P       | P        | C         | F        |
| Drainage Structures                          | 7.6, 9        |         | P        | C         | F        |
| Cross Section Pattern                        | 7.5, 8        |         | P        | C         | F        |
| Roadway Soil Survey                          | 8             |         | P        | C         | F        |
| Cross Sections                               | 7.5, 8        | P       | P        | C         | F        |
| Stormwater Pollution Prevention Plan (SWPPP) | 9.2           |         | P        | C         | F        |
| Temporary Traffic Control Plans (TTCP)       | 7.6-7.7, 8    | P       | P        | C         | F        |
| Utility Adjustments                          | 8, 10         |         |          | C         | F        |
| Structures Plans                             | 12            |         | P        | C         | F        |
| Signing and Pavement Marking Plans           | 13, 14        |         | P        | C         | F        |
| Signalization Plans                          | 15, 16        |         | P        | C         | F        |
| Lighting Plans                               | 17, 18        |         | P        | C         | F        |
| Landscape Plans                              | 19, 20        | P       | P        | C         | F        |
| Landscape Opportunity Plans                  | 19, 20        | P       | P        | C         | F        |
| Vegetation Disposition Plans                 | 19, 20        | P       | P        | C         | F        |
| Summary of Quantities                        | 8             |         |          | C         | F        |

*Table 3 – Summary of fees by Phase Submittal*

| PHASE                  | % OF FEE |
|------------------------|----------|
| <i>30% Submittal</i>   | 30%      |
| <i>60% Submittal</i>   | 65%      |
| <i>Permitting</i>      | 80%      |
| <i>Final Submittal</i> | 100%     |

All fees and price proposals are based on the time periods specified in Table 3 above.

Periodically, throughout the life of the contract, the Project schedule and payout and fiscal progress curves shall be reviewed and if changes are necessary, they shall be performed in accordance with the Agreement.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report. The schedule shall be submitted in Microsoft Project or Primavera.

## 4. Project Requirements

### 4.1. Liaison Office

The City and the Consultant will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the Consultant shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this Project remain with the City Project Manager.

For the Consultant: 6861 SW 196 Avenue, Suite 302  
Pembroke Pines, FL 33332  
Contact: Paola Riveros, PE  
Phone: 954-680-7771  
Email: [priveros@rjbehar.com](mailto:priveros@rjbehar.com)

For the City: City of Copper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, FL 33328  
Contact: Tim Welch  
Phone: 954-434-4300  
Email: [TWelch@coopercity.gov](mailto:TWelch@coopercity.gov)

### 4.2. Key Personnel

The Consultant's work shall be performed and directed by the key personnel identified in the proposal presentations by the Consultant. Any changes in the indicated personnel shall be subject to review and approval by the City.

### 4.3. Progress Reporting

The Consultant shall meet with the City as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing Project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the City approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

### 4.4. Correspondence

Copies of all written correspondence between the Consultant and any party pertaining specifically to this contract shall be provided to the City for their records within one (1) week of the receipt or mailing of said correspondence.

#### 4.5. Professional Endorsement

The Consultant shall have a Licensed Professional Engineer(s) in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by Florida Statutes and applicable standards.

#### 4.6. Computer Automation

The Project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. FDOT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the Consultant to meet the requirements in the FDOT CADD Manual. The Consultant shall submit final documents and files as described therein.

#### 4.7. Coordination with Other Consultants

The Consultant is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the Project(s) described herein.

#### 4.8. Invoicing Limits

Payment for the work accomplished shall be in accordance with the Method of Compensation of this contract. Invoices shall be submitted to the City, in a format prescribed by the City. At a minimum Consultant is required to track staff hours by design Project Phase and Activity. The City Project Manager and the Consultant shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the Project schedule and the work accomplished and accepted by the City.

The Consultant shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to the City.

### 5. Project Common Tasks

Project Common Tasks, as listed below, are work efforts required to be performed by the Consultant that are applicable to Project activities listed in FDOT SHE forms.

- a. Cost Estimates: The Consultant is responsible for producing construction cost estimates.
- b. Technical Special Provisions: The Consultant shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the City for initial review at the time of the Phase III submittal. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the FDOT Specifications Handbook.

All comments will be returned to the Consultant for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

- c. Modified Special Provisions (N/A): The Consultant shall provide Modified Special Provisions as required by the Project. Modified Special Provisions are defined in the FDOT Specifications Handbook.
- d. Field Reviews: The Consultant shall make as many trips to the Project site as required to obtain necessary data for all elements of the Project.
- e. Technical Meetings: The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with City and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The Consultant shall prepare, and submit to the City's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.
- f. Quality Assurance/Quality Control: It is the intention of the City that design Consultants, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of Consultant plan reviews is to ensure that Consultant plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the City concept, and that the Consultant submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the Consultant for their independent Quality Assurance/Quality Control review and subsequent submittal to the City.

It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant should regularly communicate with the City's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the Consultant and their subconsultant(s) under this contract.

The Consultant shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The Consultant shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this Project. The Consultant shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the Consultant's Project Manager and the Consultant QC Manager. The Quality Control Plan shall include the names of the Consultant's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting,



landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the City, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The Consultant shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

- g. Supervision: The Consultant shall supervise all technical design activities.
- h. Coordination: The Consultant shall coordinate with all disciplines of the Project to produce a final set of construction documents.

## 6. Project General Tasks (SHE Activity 3)

Project General Tasks, described below, represent work efforts that are applicable to the Project as a whole and not to any one or more specific Project activity. The work described in these tasks shall be performed by the Consultant.

### 6.1. Public Involvement (SHE Activity 3, Task No. 3.1)

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The Consultant shall provide to the City drafts of Public Involvement presentation for review and approval at least [21] business days prior to printing and / or distribution.

#### 6.1.1. Notifications (SHE Activity 3, Task No. 3.1.2)

In addition to public involvement data collection, the Consultant shall assist the CITY or prepare a notification, flyer, and/or letter to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the CITY. All letters and notices shall be reviewed by the CITY to ensure that they are addressed to the correct and current public officials. The notification letter will be prepared in accordance with the City's format. A sample letter will be provided by the City.

#### 6.1.2. Preparing Mailing Lists (SHE Activity 3, Task No. 3.1.3)

At the beginning of the project, The CITY shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) The Consultant shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

#### 6.1.3. Renderings and Fly Throughs (SHE Activity 3, Task No. 3.1.7)

N/A

#### 6.1.4. PowerPoint Presentations (SHE Activity 3, Task No. 3.1.8)

The Consultant shall prepare PowerPoint presentations for use in public meetings. There will be 2 presentations.

#### 6.1.5. Public Meeting Preparations (SHE Activity 3, Task No. 3.1.9)

The Consultant shall prepare the necessary presentation material, including handouts and exhibits for use in public meetings. Consultant shall brief staff on presentation material and discussion topics.

#### 6.1.6. Public Meeting Attendance and Follow-up (SHE Activity 3, Task No. 3.1.10)

The Consultant shall attend four public meetings, assist with meeting set-up, and take down. The Consultant shall also prepare a summary of the public meeting that includes copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all comments made during or after the meeting and written responses to those comments.

The Consultant will attend the meetings with an appropriate number of personnel to assist the City's Project Manager. It is estimated for this Project there will be four (4) public meetings.

#### 6.1.7. Other Agency Meetings (SHE Activity 3, Task No. 3.1.11)

In addition to scheduled public meeting, the Consultant may be required to participate in meetings with local governing authorities and/or MPO. The Consultant's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file.

#### 6.2. Specifications Package Preparation (SHE Activity 3, Task No. 3.3)

Consultant shall prepare Specification Package Preparation.

#### 6.3. Contract Maintenance and Project Documentation Specifications Package Preparation (SHE Activity 3, Task No. 3.4)

Contract maintenance includes Project management effort for complete setup and maintenance of files, electronic folders, and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

#### 6.4. Prime Consultant Project Manager Meetings (SHE Activity 3, Task No. 3.6)

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings included in the List of Project Manager Meetings in accordance with SHE Activity 3, Task No. 3.6. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

### 7. Road Analysis (SHE Activity 4)

Roadway Analysis, described below, represent work efforts that are applicable to the Project as a whole and not to any one or more specific Project activity. The work described in these tasks shall be performed by the Consultant.

#### 7.1.1. Typical Section Package (SHE Activity 4, Task No. 4.1)

The Consultant shall explore up to 3 alternatives and present them on exhibits for approval.

#### 7.2. Horizontal/Vertical Master Design Files (SHE Activity 4, Task No. 4.5)

The Consultant shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility for Life Program, access management, previous study documents and scope of work. The Consultant shall also develop utility conflict information to be provided to Project Utility Coordinator in the format requested by the City.

This includes the Consultant efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in accordance with the FDOT CADD Manual and FDM in master design file. Also includes all engineering work for designing and analyzing elements required for the plan/profile geometries including horizontal/vertical alignments, back of sidewalk profiles, intersection layouts, curb return profiles, ramp profiles, utilities, etc.

#### 7.3. Cross Section Design Files (SHE Activity 4, Task No. 4.9)

The Consultant shall establish and develop cross section design files in accordance with the FDOT CADD Manual. Estimated cross section spacing is at 100 feet, or as required. This includes the work required to establish and utilize intelligent/automated methods for creating cross sections including determining the locations for which all cross sections will be shown, creating pattern line file, .tin file, .dat file, input files, criteria files, cross section .dgn files, cross section refinement (non-automated modification), placement of utilities, soil boxes, R/W lines, earthwork calculations, etc.

#### 7.4. Temporary Traffic Control Plan (TTCP) Analysis (SHE Activity 4, Task No. 4.10)

The Consultant shall design a safe and effective TTCP Level II to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be always maintained. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Consultant shall investigate the need for temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Consultant is to coordinate with Port Everglades during the design in order to maintain existing lighting levels. The TTCP shall be prepared by a certified designer who has completed training as required by the City. Before

proceeding with the TTCP, the Consultant shall meet with the appropriate City personnel. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final TTCP efforts.

The Consultant shall consider the local impact of any lane closures or alternate routes, when the need to close a road is identified during this analysis. Proposed road closings must be reviewed and approved by the City. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations, or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. Consultant shall be responsible to obtain local authorities' permission for use of detour routes not on state/City highways.

The Consultant shall include all work necessary to develop a TTCP concept, such as determining the usage of lane closures, lane configurations, traffic pacing, detours, diversions, lane shifts, temporary drainage, temporary signals, retaining walls, and pedestrian TTCP. This TTCP is categorized as a Level II.

#### 7.5. Quantities (SHE Activity 4, Task No. 4.16)

The Consultant shall develop accurate quantities and the supporting documentation, including construction days when required. Includes all work required to determine the quantities for placement in the various summary of quantities sheets and boxes, preparing the supporting documentation, and estimating construction days when required.

#### 7.6. Cost Estimate (SHE Activity 4, Task No. 4.17)

The Consultant will provide 3 cost estimates at the 60%, 90% and 100% submittals

#### 7.7. Technical Special Provisions and Modified Special Provisions (SHE Activity 4, Task No. 4.18)

The Consultant will prepare one Technical Special Provision. There will no Modified Special Provision required.

#### 7.8. Other Roadway Analyses (SHE Activity 4, Task No. 4.19)

The consultant will prepare 3 typical section alternatives and provide an Evaluation Report to the CITY for review and approval.

#### 7.9. Field Reviews (SHE Activity 4, Task No. 4.20)

The consultant shall conduct field reviews to verify that the design complies with the field conditions.

#### 7.10. Monitor Existing Structures and Utilities (SHE Activity 4, Task No. 4.21)

The Consultant shall perform field observations to visually identify existing structures within the Project limits which may require settlement, vibration, or groundwater monitoring by the contractor during construction in accordance with FDM Chapter 307. The Consultant shall identify the necessary pay items to be included in the bid documents to monitor existing structures. Optional Services (may be negotiated at a later date if needed): The Consultant shall coordinate with and assist the geotechnical engineer and/or structural engineer to develop mitigation strategies (when applicable).

#### 7.11. Technical Meetings (SHE Activity 4, Task No. 4.22)

The Consultant will attend technical meetings to coordinate roadway analysis activities (typical section, pavement, access management, driveways, local government meetings (cities, counties, MPO), miscellaneous meetings.

### 8. Roadway Plans (SHE Activity 5)

The Consultant shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Summary of Pay Items including Quantity Input, Typical Sections, Typical Section Details, General Notes/Pay Item Notes, Summary of Quantities Sheets, Project Layout, Profile Sheet, Plan Sheet, special profile, Intersection Layout Details, Special Details, Roadway Soil Survey Sheets, Cross Sections, TTCP Plan Sheets, TTCP Cross Section Sheets, TTCP Detail Sheets, Tree Disposition Plan Sheets, Tree Disposition Plan tables and Schedules, Project Control Sheets, and Utility Verification Sheets (SUE Data). Plan Sheets shall be formatted to meet the required scale at an 11 inch x 17 inch size.

### 9. Drainage Analysis and Drainage Plans (SHE Activity 6a and 6b)

#### 9.1. Drainage Analysis (SHE Activity 6a)

The Consultant shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The Consultant shall be responsible for designing a drainage and stormwater management system utilizing a combination of existing, open, and closed elements and determine the number of stormwater management facility sites and cross drains required. All design work shall comply with the requirements of the appropriate regulatory agencies' permits (i.e. Broward City Environmental Protection and Growth Management Division, South Florida Water Management District, etc.) and the FDOT's Drainage Manual.

The Consultant shall coordinate fully with the appropriate permitting agencies and the City's staff. All activities and submittals should be coordinated through the City's Project Manager. The work will include the engineering analyses for any or all of the following:

##### 9.1.1. Drainage Map Hydrology (SHE Activity 6a, Task No. 6a.1)

Create a (pre- and/or post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps.

##### 9.1.2. Design of Storm Drains (SHE Activity 6a, Task No. 6a.9)

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection. Includes design of cross drains and ditches as required by the permitting agencies.

### 9.1.3. Optional Culvert Material (SHE Activity 6a, Task No. 6a.10)

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

### 9.1.4. French Drain Systems (SHE Activity 6a, Task No. 6a.11)

Design French Drain Systems to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of French Drains, design the control structure/weir, and model the system of inlets, conveyances, French Drains, and other outfalls using a routing program.

### 9.1.5. Drainage Design Documentation Report (SHE Activity 6a, Task No. 6a.13)

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

### 9.1.6. Existing Permit Analysis (SHE Activity 6a, Task No. 6a.19)

Data gathering including desktop analysis of Local, State, and Federal Drainage permits.

### 9.1.7. Field Reviews (SHE Activity 6a, Task No. 6a.22)

Consultant will visit the site, as necessary to verify field conditions with the proposed design.

### 9.1.8. Technical Meetings (SHE Activity 6a, Task No. 6a.23)

Consultant will participate in technical meetings with permitting agencies (3 meetings with CBWCD and 2 with SFWMD and local governments (2 meetings with Town of Davie).

### 9.1.9. Technical Meetings (SHE Activity 6a, Task No. 6a.26)

The Prime Consultant (RJ Behar) will provide Independent Peer review of the drainage analysis performed by the subconsultant (HSQ).

## 9.2. DRAINAGE PLANS (SHE Activity 6b)

The Consultant shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Drainage Map, Bridge Hydraulic Recommendation Sheets, Summary of Drainage Structures, Optional Pipe/Culvert Material Tabulation, Drainage Structure Sheets (Per Structure), Miscellaneous Drainage Detail Sheets, Erosion Control Plan Sheets, and SWPPP Sheets.

## 10. Utilities (SHE Activity 7)

The Consultant shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the City's construction Project are addressed and will not conflict with the physical construction schedule. The Consultant shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. The Consultant shall ensure City standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The Consultant shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance with FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the Project.
- Review and certify to the City Project Manager that all Utility Work Schedules are correct and in accordance with the City's standards, policies, and procedures.
- Prepare, review, and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

#### 10.1. Utility Kickoff Meeting (SHE Activity 7, Task No. 7.1)

Before any contact with the UAO(s), the Consultant shall meet with City to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with City procedures. Consultant shall bring a copy of the Project work schedule reflecting utility activities.

#### 10.2. Identify Existing Utility Agency Owner(s) (SHE Activity 7, Task No. 7.2)

The Consultant shall identify all utilities within and adjacent to the Project limits that may be impacted by the Project.

#### 10.3. Make Utility Contacts (SHE Activity 7, Task No. 7.3)

First Contact: The Consultant shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the City Offices. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the Project area. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give a 4-week notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the Consultant shall transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by the City) to each UAO having facilities located within the Project limits, and one set to the City Offices.

Third Contact: Identify agreements and assemble packages. The Consultant shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the City) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

#### 10.4. Collect and Review Plans and Data from UAO(s) (SHE Activity 7, Task No. 7.7)

The Consultant shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material, and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the City.

#### 10.5. Utility Design Meeting (SHE Activity 7, Task No. 7.9)

The Consultant shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The Consultant shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, TTCP (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO.

The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The Consultant shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Scope Section 7.3 (Horizontal/Vertical Master Design File – SHE Activity 4, Task No. 4.5) and Section 7.5 (Cross Section Design Files – SHE Activity 4, Task No. 4.9) for utility conflict location identification and adjustments.

#### 10.6. Review Utility Markups & Work Schedules and Processing of Schedules & Agreements (SHE Activity 7, Task No. 7.10)

The Consultant shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate City office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, and Broward City Traffic Operations for review and comment if required. Coordinate with the City for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The Consultant shall coordinate with the City Personnel the programming of necessary funds for utilities relocation.

#### 10.7. Utility Coordination/Follow-up (SHE Activity 7, Task No. 7.11)

The Consultant shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the Project schedule. Ensure the resolution of all known conflicts. The Consultant shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the Project.

#### 10.8. Certification/Close-Out (SHE Activity 7, Task No. 7.16)

This includes hours for transmitting utility files to the City Project Manager and preparation of the Utility Certification Letter. The Consultant shall certify to the appropriate City representative one of the following below per each utility company:



- All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.  
OR
- An on-site inspection was made, and no utility work will be involved.  
OR
- Plans were sent to the Utility Companies/Agencies and no utility work is required.

Following utility certification Consultant is not responsible for utility owner's conducting relocations.

## 11. Environmental Permits and Environmental Clearances (SHE Activity 8)

The Consultant shall notify the City Project Manager, Environmental Permit Coordinator, and other appropriate City personnel in advance of all scheduled meetings with the regulatory agencies to allow a City representative to attend. The Consultant shall copy in the Project Manager on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and policies for all permits required.

The Consultant is expected to obtain permits from the following agencies:

- Broward City EPGMD Surface Water Management License
- Broward City EPGMD Tree Removal License
- SFMWD ERP
- Florida Department of Environmental Protection – NPDES General Permit

### 11.1. Preliminary Project Research (SHE Activity 8, Task No. 8.1)

The Consultant will perform preliminary project research including obtaining and reviewing existing documents, studies and permits along the corridor. Project research may include review of available: federal, state, and local permit files and databases; and local government information including City and property appraiser data.

## 12. Structures (SHE Activities 9, 10, 12, 17 and 18)

The Consultant shall design the following structures listed below:

- A. Miscellaneous Structures (SHE Activity 18):
  - a. Mast Arms at signalized intersections

### 12.1. Structures - Miscellaneous (SHE Activity 18)

The Consultant shall prepare plans for Miscellaneous Structure(s) as specified in Section 12 Structures (SHE Activity 18).

#### Mast Arms

#### 12.1.1. Mast Arms (SHE Activity 18, Task No. 18.9)

Consultant shall gather and analyze information. Run Mathcad program. Check Clearances. Prepare construction plans.

#### 12.1.2. Mast Arms Data Table Plan Sheets (SHE Activity 18, Task No. 18.10)

Consultant shall include production of data table plan sheets. 6 mast arms per sheet.

#### 12.1.3. Summary of Quantities –Requirements (SHE Activity 18, Task No. 18.23)

Consultant will calculate quantities.

### 13. Signing and Pavement Markings Analysis (SHE Activity 19)

The Consultant shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant shall perform FDOT and MUTCD compliant signing and pavement markings within the Project limits affected by constructions and TTCP lane shifts. Traffic Data Analysis (SHE Activity 19, Task No. 19.1).

#### 13.1. Signing and Pavement Marking Master Design File (SHE Activity 19, Task No. 19.3)

The Consultant shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

#### 13.2. Multi-Post Sign Support Calculations (SHE Activity 19, Task No. 19.4)

The Consultant shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s). Not required for this project.

#### 13.3. Sign Panel Design Analysis (SHE Activity 19, Task No. 19.5)

Establish sign layout, letter size and series for 2 non-standard signs.

#### 13.4. Quantities (SHE Activity 19, Task No. 19.7)

Consultant shall include all work required to determine the quantities for each plan sheet.

### 14. Signing and Pavement Markings Plans (SHE Activity 20)

The Consultant shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Typical Details, Guide Sign Work Sheets, and Cross Sections.

### 15. Signalization Analysis (SHE Activity 21)

Consultant shall design signal new signals at the intersections of Hiatus Rd. and Stirling Rd; Embassy Dr. and Stirling Rd. and the Fire Station along Striling Rd.

The Consultant shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

#### 15.1.1. Traffic Data Collection (SHE Activity 21, Task No. 21.1)

The Consultant shall obtain traffic data necessary to prepare a speed study.

#### 15.1.2. Traffic Data Analysis (SHE Activity 21, Task No. 21.2)

The Consultant shall prepare a speed study report.

#### 15.2. Systems Timings (SHE Activity 21, Task No. 21.4)

The Consultant shall coordinate with the county to obtain existing timings.

#### 15.3. Reference and Master Signalization Design File (SHE Activity 21, Task No. 21.5)

The Consultant shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

#### 15.4. Quantities (SHE Activity 21, Task No. 21.10)

Consultant shall include all work required to determine the quantities for each signalized intersection, traffic monitoring site and pedestrian crossing.

#### 15.5. Field Reviews (SHE Activity 21, Task No. 21.14)

The Consultant shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection
- Controller Timing Data

#### 15.6. Field Reviews (SHE Activity 21, Task No. 21.15)

The Consultant shall attend technical meetings with:

- Broward City Traffic Engineering

### 16. Signalization Plans (SHE Activity 22)

The Consultant shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Traffic Monitoring Site, Guide Sign Worksheet, Special Details, Special Service Point Details, Mast Arm/Monotube Tabulation Sheet, TTCP Signal (Temporary) , and Temporary Detection Sheet.

### 17. Lighting Analysis (SHE Activity 23)

A lighting justification report will be prepared in accordance with FDOT criteria with major emphasis for intersections where pedestrians and bicyclists are most vulnerable. A cost-benefit analysis will be provided. The Lighting Design Analysis Report will include the latest FDOT requirements for intersection lighting to provide increased illumination within crosswalks for pedestrian safety. This report will include photometric analyses along the roadway and at intersections, and include preliminary quantities, cost estimate, and voltage drop calculations.

The Consultant shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

#### 17.1.1. Lighting Justification Report (SHE Activity 23, Task No. 23.1)

The Consultant prepare a Lighting Justification Report. The Lighting Design Analysis Report will include the latest FDOT requirements for intersection lighting to provide increased illumination within crosswalks for pedestrian safety. This report will include photometric analyses along the roadway and at intersections, and include preliminary quantities, cost estimate, and voltage drop calculations.

#### 17.1.2. Lighting Design Analysis Report (LDAR) (SHE Activity 23, Task No. 23.2)

The Consultant shall prepare a Lighting Design Analysis report (LDAR). The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report. The Consultant will evaluate one alternative only.

#### 17.2. Voltage Drop Calculations (SHE Activity 23, Task No. 23.3)

The Consultant shall submit voltage drop calculations showing the equation(s) used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used, and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the City. The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

#### 17.3. Reference and Master Design Files (SHE Activity 23, Task No. 23.5)

The Consultant shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

#### 17.4. Design Documentation (SHE Activity 23, Task No. 23.7)

The Consultant shall submit Design Documentation with each plan submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation shall include:

- Correspondence with the power company concerning new electrical service.

#### 17.5. Field Reviews (SHE Activity 23, Task No. 23.12)

The Consultant shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances
- Verification of breakaway requirements

#### 17.6. Technical Meetings (SHE Activity 23, Task No. 23.13)

The Consultant attend meetings with the following:

- FPL
- Maintaining Agency
- Progress meetings with City Staff

- Phase review meetings with City Staff

## 18. Lighting Plans (SHE Activity 24)

The Consultant shall prepare Lighting Plans for the intersections to comply with the pedestrian lighting requirements in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Pole Data, Legend & Criteria, Service Point Details, Project Layout, Plan Sheet, Special Details, Temporary Highway Lighting Detail Sheets, and Temporary Highway Lighting Plan Sheets.

### 18.1. Post Design Services

The Consultant shall provide services during construction. These may include:

- Review of Shop Drawings
- Respond to Request for Information from the Construction Inspection team.
- Field visits, as necessary to clarify design issues during construction.

December 5, 2024

Paola Riveros, PE  
RJ Behar & Company, Inc.  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, Florida 33332

Via Email: [priveros@rjbehar.com](mailto:priveros@rjbehar.com)

Subject:            Proposal for Geotechnical Engineering Services  
                         Stirling Road from Flamingo Road to Palm Avenue – Road Improvements  
                         Cooper City, Florida  
                         AREHNA B.Prop-24-026.REV

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a lump sum fee and schedule.

### **Project Description**

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The project site is located along Stirling Road from Flamingo Road to Palm Avenue in Cooper City, Florida. The project consists of milling and resurfacing the existing pavement, a new shared used path, and drainage improvements. We understand that borings are not needed for the shared use path and roadway widening is not expected. We understand that new mast arms are proposed as well. Pavement cores, 3 South Florida Water Management District (SFWMD) Constant Head, Usual Condition, Open Hole exfiltration/percolation tests, and 4 double ring infiltrometer (DRI) tests have been requested.

Based on recent aerial images, the site appears to be accessible to AREHNA's truck mounted drilling rig. There appears to be overhead utilities along the south side of Stirling Road. Soil borings and drainage tests may need to be offset to the roadway and maintenance of traffic (MOT) will be required.

### **Scope of Services**

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The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Existing pavement and base layer thicknesses.
- General geotechnical recommendations for the proposed construction.
- Infiltration rates based on the results of the Double Ring Infiltration (DRI) tests.
- Hydraulic conductivity based on South Florida Water Management District (SFWMD) Constant Head, Usual Condition, Open Hole exfiltration/percolation tests.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Obtain Cooper City ROW/MOT permits to perform the requested services within the existing roadway, if required.
- Provide Maintenance of Traffic (MOT) in accordance with Florida Department of Transportation (FDOT) Standard Indices, as needed.
- Perform 7 Standard Penetration Test (SPT) borings to a depth of 15 feet below existing grades. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. The SPT tests will be performed next to each drainage test location per FDOT Soil and Foundation Handbook (S&FH) Chapter 3.
- Perform 5 Standard Penetration Test (SPT) borings to a depth of 25 feet below existing grades for the proposed mast arms. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Perform 8 pavement cores with SPT borings to a depth of approximately 2 feet within the existing pavement section.
- Perform 4 Double Ring Infiltration (DRI) tests along the alignment no deeper than two feet below existing ground surface.
- Perform 3 South Florida Water Management District (SFWMD) Constant Head, Usual Condition, Open Hole exfiltration/percolation test at a depth interval from 0 to 10 feet.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

## Schedule

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We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, any permits will be obtained, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The fieldwork should require approximately two to three days to complete, weather and access permitting. Laboratory testing should require about one to two weeks to be completed. Our signed and sealed report should be available approximately two to three weeks after completion of the laboratory tests.



### Service Fee

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We propose to complete our geotechnical engineering services for the lump sum fee:

|                                |                   |
|--------------------------------|-------------------|
| Field and Laboratory Testing:  | \$18,500          |
| Engineering Services:          | <u>\$14,300</u>   |
|                                | \$32,750          |
| MOT Services (Assume 5 days):  | <u>\$ 7,500</u>   |
| 4% reduction on initial scope: | <u>(\$ 1,112)</u> |
| <b>Total:</b>                  | <b>\$39,138</b>   |

Five days of maintenance of traffic (MOT) is included in the lump sum fee amount. If MOT is not needed, the invoice will be reduced by \$1,500.00/day.


The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. The assessment of the site's environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 954.778.9001.

Sincerely,  
AREHNA Engineering, Inc.



Andy Tao, P.E.  
Geotechnical Engineer



Angela L. Alba, P.E.  
Senior Geotechnical Engineer

Attachments: Work Order







December 02, 2024

Paola Riveros, PE  
RJ Behar & Company, Inc  
6861 SW 196 Avenue, Suite 302  
Pembroke Pines, Florida 33332

CURTIS

+

ROGERS

DESIGN

STUDIO

INC.

*Landscape  
Architecture*

Re: Landscape Architectural Services Proposal  
Stirling Road Improvement Project - Cooper City, Florida

Dear Paola:

We are pleased to present this proposal to provide landscape architectural services related to the Stirling Road addition of a Shared-Use Path and Roadway Improvements for the City of Cooper City. We understand that the 2 miles of roadway for the project run from Flamingo Rd to Palm Ave along Stirling Rd and will propose a shared-use path on the south side of the road along with landscape (excluding median), drainage, lighting, and traffic signal improvements.

Our specific scope includes the following:

**1. Pre-Design and Data Collection (Inventory and Analysis)**

Utilizing the survey locations for the existing trees and palms, Architect will visit the site to identify the varieties for the existing trees and palms, provide the scientific and common name of each species. Trees which are at least 3 inch caliper or greater will be identified by Diameter at breast height, estimated canopy size and height, provide the Tree Disposition information and provide a condition for each.

**2. Preliminary Design (30% Plans)**

We will develop a concept for the site for Tree Disposition and Planting (excluding median). The deliverables for this phase are as follows:

- Plans generally identifying trees impacted by the roadway improvements and addition of bike lanes for review and coordination. Preliminary Tree Disposition Plans identifying mitigation needs. We assume we will receive base plans and a complete Tree Survey identifying all existing tree locations and sizes in CAD along with an Excel file list of trees with accompanying information.
- Preparation of a Preliminary Planting Plan for mitigation.
- Coordination with team and/or City as required (max. 2 meetings).
- Preliminary cost estimate will be developed.
- Renderings are excluded, however if needed we will negotiate fees separately for this task.

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### **3. Construction Documents (60% Plans and Permitting)**

Construction Documents will consist of the following:

- Tree Disposition Plans. The plans will indicate the disposition of existing trees (to remain, to remove or to relocate). Details of Tree Protection will be provided. Tree removal permit for the City will be developed and coordinated.
- Planting Plans (excluding median). The plans, details, and specifications will be developed and coordinated with the City of Cooper City. The plans will indicate the location, size, quantity and quality of plant materials. Details of planting installation will be provided.
- Technical specifications for Tree Protection, Tree Relocation, and Planting.
- Coordination with all team members and up to two additional meetings with team and/or City.
- Irrigation Plans are excluded, however if needed we will negotiate fees separately for this task.

### **4. Construction Documents (100% Plans and Bid Documents)**

Construction Documents will consist of the following:

- Planting Plans (excluding median). The plans, details, and notes will be finalized.
- Technical specifications for Tree Protection, Tree Relocation, and Planting will be finalized.
- Coordination with all team members and up to two additional meetings with team and/or City.
- QC process will be completed.
- Updated Cost Estimate will be provided.

We assume that we will receive base information in AutoCAD from RJ Behar.

Exclusions: This contract does not include irrigation, any renderings, sections or color plans. Should any of these be required, additional services shall be negotiated prior to work.

**We propose to do this work for a lump sum fee of \$63,400.**

Attached please find our hourly derivation effort. This fee does not include extensive meetings, or negotiations between the City and potential stakeholders, it is merely an execution of a directive. If back and forth negotiations are anticipated – we will request additional fees to cover those efforts.

Additional services that may arise during the development of the project, which are not covered by items identified above will be undertaken upon written approval and will be based on a previously negotiated fee or in a time and material basis in accordance with the rates stipulated on the attached sheet.

Reasonable expenses such as some printing for internal coordination, postage, and couriers are included in the fees. If required, printing of multiple sets for submission will be billed at cost. Alternatively we will provide hard or digital copies of the documents, for reproduction if necessary.

The balance will be billed monthly, in accordance with the percentage of work completed to date. A copy of our Standard Terms and Conditions is attached and, by reference, is a part of this proposal. Please call me if you have questions regarding any aspect of this proposal. If this Proposal meets with your approval, please sign one copy and return for our files. We look forward to working with you.

Regards,



Ralph J. Ferrer, RLA, ASLA, ENV SP  
Principal

---

Approved by RJ Behar and Company

Date

\*This proposal is valid for one calendar year, should the project be delayed or put on hold C+R reserves the right to adjust these fees.

**Curtis + Rogers Design Studio, Inc.**  
**Schedule of Terms and Conditions**

12/02/2024

The following Terms and Conditions are hereby incorporated by reference in the letter, proposal, or agreement (collectively, the "Agreement") to which they are attached. The basic services and compensation of Curtis + Rogers Design Studio, Inc. (Curtis + Rogers) are set forth in the Agreement. As used herein, the terms "Client" and "Curtis + Rogers" refer to the individuals or entities described as such in the Agreement.

**I. Compensation for Services**

**A.** For stipulated sum tasks, Curtis + Rogers shall be compensated in proportion to services performed within each task or phase of service in accordance with the schedule of payments outlined in the Agreement or, if no such schedule by task is included, in accordance with Curtis + Rogers' normal billing practices

**B.** For time related tasks, including those hourly tasks for any additional services, Curtis + Rogers shall be compensated at the Hourly Fee Rates shown in the Agreement,

**II. Reimbursable Expenses**

**A.** Unless otherwise noted, reimbursable expenses, including those of other consultants, are in addition to the fee for services and shall be billed at a multiple of one and one tenth (1.1) times the actual cost to Curtis + Rogers without discounts. Reimbursable expenses shall include all expenditures (other than direct personnel and normal overhead expenses) made in the interest of the project, including, without limitation: transportation and living when traveling in connection with the project; long distance telephone calls and other communications; reproduction of drawings and specifications; materials and reproduction costs related to mechanized drafting systems; fees paid to governmental authorities in connection with the project; materials and supplies used in connection with the project; photography; model materials; equipment rental; and postage and delivery charges on any of the preceding.

**III. Payments**

**A.** Initial Payment, if required, shall be made upon execution of the Agreement. This payment will be credited to Client's account at final payment in accordance with the Agreement.

**B.** Payment is due within thirty (30) days after the invoice is rendered. Curtis + Rogers reserves the right to withhold work products or to stop work until payment is received.

**C.** Curtis + Rogers shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts under this contract, including, without limitation, legal fees.

**IV. General Terms**

**A. Acceptance and Review.** The proposal to which these terms and conditions are attached is subject to renegotiation if not accepted by Client in writing within 30 days. If an extension is desired, Client shall notify Curtis + Rogers in writing prior to the expiration date. When accepted, the attached proposal and these terms and conditions shall become the "Agreement".

**B. Termination.** The Agreement may be terminated by either party in case of substantial breach by the other, upon seven (7) days written notice. In case of such termination, Client shall

**Project Name: Stirling Rd Improvements**

pay Curtis + Rogers for services performed and reimbursable expenses incurred up to and including the date of termination in accordance with the Agreement or these Terms and Conditions, and reasonable costs and expenses incurred by Curtis + Rogers as a direct result of such termination.

If the Agreement is terminated prior to the completion of the services described herein, use of any interim reports or other documentation is limited to Client's internal purposes and no distribution thereof to others shall be made without Curtis + Rogers's specific written authorization pursuant to the Use and Ownership of Documents Provision herein.

**C. Dispute Resolution.**

Prior to the initiation of any legal proceedings, the parties hereto agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement.

In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

In recognition of Curtis + Rogers's Construction Phase role as a representative of Client and enforcer of the requirements of the Contract Documents, Client agrees to include in his agreement with any Contractor and/or Construction Manager a provision stating that neither such person nor his surety shall bring any civil suit or other legal action against Curtis + Rogers or any of Curtis + Rogers's officers, employees, or consultants, arising out of or connected with the Project, and stating that similar language shall be included in each subcontract and sub-subcontract for Work in connection with the Project. Such provisions shall be expressly stated to be for the benefit of Curtis + Rogers and enforceable by Curtis + Rogers. **Publicity.** Curtis + Rogers shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among Curtis + Rogers's promotional and professional materials. Curtis + Rogers's materials shall not include Client's confidential or proprietary information if Client has previously advised Curtis + Rogers in writing of specific information considered by Client to be confidential or proprietary. Client shall provide professional credit for Curtis + Rogers in the promotional materials for the Project.

**E. CAD Documents.** When Curtis + Rogers provides materials to Client, stored electronically, Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CAD Documents") are subject to undetectable alteration or erasure, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CAD Documents provided to Client are for information purposes only and not as an end product.

The CAD Documents are submitted to Client for an acceptance

period of 30 days. Any defects, which Client discovers in that time period, shall be reported to Curtis + Rogers who shall correct such defects as part of the Basic Services under the Owner/Architect Agreement. Curtis + Rogers makes no warranties, either express or implied, regarding the fitness or suitability of CAD Documents.

The CAD Documents are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, without the express written consent of Curtis + Rogers and without suitable compensation to Curtis + Rogers. Accordingly, Client agrees to waive any and all claims against Curtis + Rogers resulting in any way from the unauthorized alteration, misuse or reuse of the CAD Documents, and to indemnify and hold Curtis + Rogers harmless for any claims, losses, damages, or costs, including reasonable attorney's fees, arising out of the alteration, misuse or reuse of any CAD Documents.

**F. Waiver of Subrogation Rights Under Property Insurance.** Client and Curtis + Rogers waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the Project covered by any property insurance. Client and Curtis + Rogers shall each require appropriate similar waivers from their contractors, consultants, and agents.

**G. Use and Ownership of Documents.** Drawings, specifications, and other documents, including those in electronic form, prepared by Curtis + Rogers for this Project are Instruments of Service, and Curtis + Rogers shall be deemed the author and owner of any such Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Provided that Client has paid Curtis + Rogers in full for any and all services rendered pursuant to the Agreement and the Terms and Conditions, including the costs and expenses incurred in connection therewith. Client and Client's successors in interest, if any, shall have the right to retain copies, including reproducible copies of such Drawings, Specifications, and other documents (including but not limited to copies of computer disks and/or other digital memory storage media) for information, reference, and use in connection with the construction, use and occupancy of the Project. The word "Drawings" as used in this Paragraph includes, without limitation, graphic images of the Drawings contained in computer files stored on computer disks, tapes, and/or other digital storage media. Client and Client's successors in interest, shall have the right to receive, in the form of such digital memory storage media, together with copies of the Architect's CAD Drawings as maintained in the Architect's computer files, and to retain and use the same for the purpose of construction, reconstruction, renovation, repair, maintenance, use and occupancy of the Project. Curtis + Rogers shall furnish copies of such documents to Client as a reimbursable expense, which Client may use for completion of the Project with the assistance of Curtis + Rogers as provided in the Agreement, subject to compliance by Client with its payment obligations as provided in the Agreement and these Terms and Conditions. Client may not otherwise copy or use such documents, or permit such copying or use by others, except with Curtis + Rogers's written permission. Curtis + Rogers shall not be responsible for, or otherwise liable for any damages or claims arising out of or resulting from changes made to the Drawings, Specifications, and other documents by Client or by any other person other than Curtis + Rogers.

Client acknowledges that the documents prepared by Curtis + Rogers in connection with the project are instruments of professional service and not products. The documents are subject to professional interpretations relating to changed

circumstances, including the passage of time. Such documents are not intended or represented to be suitable for additions, extensions, alterations, or completion of the project by another architect or use on any other project. Any use or reuse without written verification or adaptation for the specific purpose intended shall be at the user's sole risk and without liability or legal exposure to Curtis + Rogers. Client agrees to waive all claims against Curtis + Rogers and to indemnify and hold Curtis + Rogers harmless from any liability, claim, injury or loss, including reasonable attorney's fees, arising from the use or reuse of Curtis + Rogers's instruments of professional service."

**H. Estimates.** Since Curtis + Rogers has no responsibility for construction costs or contractors' prices, any cost estimates are made or reviewed by Curtis + Rogers on the basis of Curtis + Rogers's experience and judgment as a design professional, but Curtis + Rogers cannot and does not guarantee that contractors' proposals, bids, or costs will not vary from such estimates.

**I. Laws, Rules, and Regulations.** Curtis + Rogers will use its professional efforts to identify laws, rules, and regulations which apply to the drawings, to interpret the same in a reasonable manner, to seek the advice of governmental officials and/or Client's legal counsel when questions of interpretation and/or applicability arise, and to produce reports, plans, and other documents which are consistent therewith. Having done so in accordance with normal standards of good professional practice, Curtis + Rogers will have met its obligation hereunder, and will not be responsible for contrary interpretations or determinations by enforcement authorities or others.

**J. Liability of Parties.** Curtis + Rogers shall be liable to Client for negligent errors or omissions in the provision of services, and for other breaches by Curtis + Rogers of the Agreement, provided that the aggregate amount of such liability shall in no event exceed the amount of any insurance coverage available under Curtis + Rogers's professional liability insurance policy at the time such claim is satisfied. Neither party shall be liable to the other for any indirect, special, or consequential damages.

**K. Owner's Responsibilities.** Unless otherwise provided under this Agreement, Client shall provide full information in a timely manner, regarding requirements for and limitations on the Project. Client shall furnish in a timely manner such legal, accounting, and insurance counseling services as may be required for the project and such surveys, geotechnical investigations, and information relating to existing conditions at the project site as Curtis + Rogers may reasonably request. Curtis + Rogers shall be entitled to rely upon the completeness and accuracy of such services and information. If Client becomes aware of any fault or default in Curtis + Rogers's services, Client shall promptly notify Curtis + Rogers.

The Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. The Client further acknowledges and agrees that, as between the parties to this Agreement, the Client is solely responsible for the results of any lack of or improper maintenance.

**L. Construction Phase Services.** If so provided in the Agreement, Curtis + Rogers shall make periodic visits to the site during the construction phase of the project, to become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance

with the drawings and specifications furnished by Curtis + Rogers. However, it is understood that the Contractor, not Curtis + Rogers, is solely responsible for the construction of the project, for safety programs and procedures at the site, and for its own acts or omissions and those of any subcontractor. Curtis + Rogers shall review and take appropriate action on the Contractor's submittals and application for payment, and shall furnish to the Contractor such additional details, interpretations, and clarifications as are customary during the Construction Phase. All changes, substitutions, and deviations from the drawings and specifications furnished by Curtis + Rogers shall be subject to Curtis + Rogers's approval.

**M. Hazardous Material.** It is understood and agree that in seeking the professional services of Curtis + Rogers, the Client does not request Curtis+ Rogers, to undertake to perform any services, studies, or tests, or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. Therefore, Curtis + Rogers undertakes no obligation, and the Client agrees to hold harmless, indemnify and defend Curtis + Rogers from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind or environmental liability of any nature, in any manner related to services performed by Curtis + Rogers. If any hazardous substance or condition is observed or reasonably suspected by Curtis + Rogers, it shall have the right to cease all services until the hazardous substance or condition has been eliminated. Curtis + Rogers shall notify the Client of any such substance or condition which Curtis + Rogers becomes aware, and the Client shall be solely responsible for its elimination.

**O. Miscellaneous.** The Agreement constitutes the entire agreement between the parties with respect to Curtis + Rogers's services described herein, supersedes all prior agreements, and may be amended only in a writing executed by both Curtis + Rogers and the Client. Client and Curtis + Rogers each binds itself and its partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement; except as above, neither Client nor Curtis + Rogers will assign, sublet or transfer his interest in the Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of either party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than Client and Curtis + Rogers. The Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

February 01, 2024

**Revised: March 21, 2024**

**Revised: November 27, 2024**

Paola Riveros, P.E.  
Vice President  
R.J. Behar & Company, Inc.  
6861 SW 196 Avenue., Suite 302  
Pembroke Pines, FL 33332  
(Via email: [priveros@rjbehar.com](mailto:priveros@rjbehar.com))

**Re: Professional Surveying Services  
Stirling Road Improvement  
Topographic/Tree Survey  
Copper City, Florida  
Engenuity Group Project No. 24015.01**

Dear Ms. Riveros:

We are pleased to offer this proposal to render professional surveying services in connection with project located along Stirling Road from Flamingo Road to Palm Avenue, Cooper City, FL (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of a route along Stirling Road from Flamingo Road to Palm Avenue, which is approximately 10,700 linear feet. See the attached graphic which outlines the project limits in **red**.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey. It is our understanding that this survey work is being requested to aid in the design of the drainage system, including curbs and gutters, to convey water off of the paved surface of Stirling Road. It may also be utilized to widen the road, add bike lanes, ADA ramps, improvements of roadway lighting, median modification, landscaping and potentially upgrading mast arms at the Fire Station Emergency Flasher, SW 106<sup>th</sup> Ave and Hiatus Road. Our effort will include locating all trees with type, DBH and canopy and will be tagged in the field and a tree table will be created on the survey.

**Total Fee: \$73,681.00**

The final deliverable will be an electronically signed and sealed copy of the Topographic & Tree Survey with accompanying AutoCAD file, which can be provided within seventy (70) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

**Permit Fees, Reproduction Charges and Reimbursable Expenses**

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

**Invoicing and Payment**

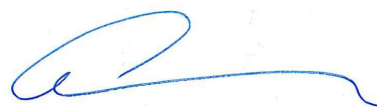
Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.**

Sincerely,

Approved by,



Jennifer Malin, P.S.M.  
Director of Surveying

Andre Rayman, P.S.M.  
President



**Authorization:** Professional Surveying Services  
Stirling Road Improvement  
Topographic/Tree Survey  
Copper City, Florida  
Engenuity Group Project No. 24015.01

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Title)

**For:** \_\_\_\_\_  
(Name of Company)

**Contract Amount:** \$73,681.00

I am \_\_\_\_ I am not \_\_\_\_ The Owner of the Property

**The Property Owner Is:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY**  
**NAME: STIRLING ROAD IMPROVEMENT**  
**ENGENUITY PROJECT NO. 24015.01      DATE: 11/27/2024**

| <b>TASK:</b>   | <b>Included in Contract (Yes/No)</b> |
|--|--------------------------------------|
| <b>Topographical Survey</b>  |                                      |
| Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.   | <b>Yes</b>                           |
| Contours at 1-foot intervals; error shall not exceed one half contour interval.  | <b>No</b>                            |
| Spot elevation at each intersection of a 50-foot square grid covering the property.  | <b>Yes</b>                           |
| Spot elevations at street intersection and at 50 feet on center curb, sidewalk and edge of paving including far side of paving.  | <b>Yes</b>                           |
| Topographic data will be obtained at 50-foot intervals of the road from right-of-way to right-of-way plus ten (10) feet outside the right-of-way on both sides.  | <b>Yes</b>                           |
| Plotted location of structures, man-made (e.g., paved areas) and natural features.   | <b>Yes</b>                           |
| Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.               | <b>No</b>                            |
| Location of fire hydrants available to the property.   | <b>Yes</b>                           |
| Location and characteristics of power and communications systems above grade.  | <b>Yes</b>                           |
| Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.                        | <b>Yes</b>                           |
| Name of the operating authority of each utility.   | <b>No</b>                            |
| Elevation of water in any excavation, well or nearby body of water.  | <b>No</b>                            |
| Extent of watershed onto the property.   | <b>No</b>                            |
| Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.   | <b>Yes</b>                           |
| Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side. | <b>No</b>                            |
| Perimeter outline only of thickly wooded areas unless otherwise directed.  | <b>Yes</b>                           |
| Confirm soil boring location(s).   | <b>No</b>                            |
| SUE Services included in the scope   | <b>No</b>                            |
| Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.   |                                      |
| Other (specify):   |                                      |
| <b>1. Datum will be National American Vertical Datum 1988 (NAVD 88)</b>  |                                      |
| <b>2. SUE Services are NOT included in the services</b>  |                                      |
| <b>3. Tree tagging and table are included in the services</b>  |                                      |



**Exhibit B  
Maximum Billing Rates**

Project No: RFQ 2022-2-PW  
 Project Title: STIRLING ROAD ROADWAY AND DRAINAGE IMPROVEMENTS  
 Consultant/ R.J. BEHAR & COMPANY, INC.  
 Subconsultant:

| TITLE           | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE |
|-----------------|-----------------------------|---|------------|---|----------------------|
|                 |                             |   | 3.12       |   | (\$/HR)              |
| Principal       | \$89.74                     |   | 3.12       |   | \$280.00             |
| Project Manager | \$85.58                     |   | 3.12       |   | \$267.00             |
| Sr. Engineer    | \$80.77                     |   | 3.12       |   | \$252.00             |
| Engineer        | \$57.37                     |   | 3.12       |   | \$179.00             |
| Engineer Intern | \$43.91                     |   | 3.12       |   | \$137.00             |
| Sr. Designer    | \$60.90                     |   | 3.12       |   | \$190.00             |
| CADD Technician | \$35.90                     |   | 3.12       |   | \$112.00             |

Multiplier of X.XX is calculated as follows:

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

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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (X.XX%)

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

**RJ Behar & Co., Inc.**

**Cooper City**

\_\_\_\_\_  
Paola Riveros, P.E./Vice President

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

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

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



**Exhibit C**  
**Minimum Insurance Requirements**  
**[MUNICIPALITY INSURANCE/RISK FORM]**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

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

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

|  |   |  |                        |
|--|---|--|------------------------|
| <b>PRODUCER</b><br>Edgewood Partners Insurance Agency<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022     | <b>CONTACT NAME:</b> ACEC Certificates<br><b>PHONE (A/C. No. Ext):</b> 770-552-4225<br><b>E-MAIL ADDRESS:</b> ACECcertificates@greyling.com |  | <b>FAX (A/C. No.):</b> |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |                        |
| <b>INSURED</b><br>R.J. Behar & Company, Inc.<br>6861 S.W. 196th Avenue<br>Suite 302<br>Pembroke Pines FL 33332 | RJBEHAR   | <b>INSURER A :</b> Sentinel Insurance Company, Ltd. <b>NAIC #</b> 11000    |                        |
|  |   | <b>INSURER B :</b> Hartford Casualty Insurance Company <b>NAIC #</b> 29424 |                        |
|  |   | <b>INSURER C :</b> Beazley Insurance Company, Inc. <b>NAIC #</b> 37540     |                        |
|  |   | <b>INSURER D :</b>   |                        |
|  |   | <b>INSURER E :</b>   |                        |
|  |   | <b>INSURER F :</b>   |                        |

**COVERAGES**

CERTIFICATE NUMBER: 50232907

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 20SBWBA1624   | 11/17/2024              | 11/17/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                          |           |          | 20UEGNG0289   | 11/17/2024              | 11/17/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | 20SBWBA1624   | 11/17/2024              | 11/17/2025              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | 20WBGAD8LUV   | 11/17/2024              | 11/17/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C        | Professional Liability<br>incl. Pollution Liability  |           |          | C20C99240801  | 11/17/2024              | 11/17/2025              | Per Claim \$ 2,000,000<br>Aggregate \$ 3,000,000  |

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

City of Cooper City and Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 are named as Additional Insureds with respects to General Liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cooper City  
 9090 SW 51 Place  
 Cooper City, FL 33328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.



Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**Exhibit D**  
**Work Authorization No. [ ] under**  
**Agreement [ ] between [ City of Cooper City ] and [ RJ BEHAR &**  
**Company]**  
**for [ FOR STIRLING ROAD ROADWAY AND DRAINAGE IMPROVEMENTS**  
**(RFQ No. 2022-2-PW)]**

1. This Work Authorization is issued pursuant to the Agreement between City of Copper City (“Municipality”) and **[RJ BEHAR & Company]** (“Consultant”) (collectively referred to as the “Parties”) for [ ] (the “Agreement”), dated [ ].

2. This Work Authorization directs Consultant to provide the services described in Exhibit A of this Work Authorization and is issued pursuant to Article 6 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. Municipality shall pay Consultant for the performance of Services identified in Exhibit A to this Work Authorization as payable on a “Maximum Amount Not-To-Exceed” basis based upon the Salary Costs as described in Section 5.2 of the Agreement and Exhibit B of this Work Authorization, up to a maximum not-to-exceed amount of \$[ ].

3.1.2 Lump Sum Compensation. Municipality shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a “Lump Sum” basis and as set forth in Exhibit B of this Work Authorization, in a total lump sum amount of \$[ **779,490.58** ].

3.1.3 Reimbursable Expenses. Municipality has established a maximum not-to-exceed amount of \$[ ] for potential Reimbursable Expenses for work under this Work Authorization, which may be utilized pursuant to Section 5.3 of the Agreement. Municipality will retain any unused amounts of those reimbursable expenses.

4. Consultant shall perform the services described in Exhibit A within:

**[730]** calendar days (“Time for Performance”);

the time periods specified in the Project Schedule included in Exhibit A (“Time for Performance”); said time periods shall commence from the date of the Notice to Proceed for such services.

5. CBE Goals.

5.1 In an effort to assist Municipality in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in Section 5.2 below: 30%.

5.2 In performing services for this Project, Municipality and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in Exhibit C to this Work Authorization, which is incorporated herein.

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

7. This Work Authorization is effective upon complete execution by Municipality and Consultant. This Work Authorization may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

COOPER CITY, by and through  
its Mayor

By \_\_\_\_\_

James Curran, Mayor

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

By \_\_\_\_\_

Jacob Horowitz                      Date  
City Attorney

CONSULTANT

WITNESS:

**R.J. Behar & Company, Inc.**

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

By \_\_\_\_\_  
Paola Riveros, P.E./Vice President

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

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

**Exhibit E**  
**Schedule of Subconsultants**

Project No: RFQ 2022-2-PW  
Project Title: STIRLING ROAD ROADWAY AND DRAINAGE IMPROVEMENTS  
Facility Name: COOPER CITY, FL

---

| No. | Firm Name   | Discipline                |
|-----|---|---------------------------|
| 1.  | Arehna Engineering, Inc.                          | Geotechnical Engineering  |
| 2.  | Engenuity Group, Inc.                             | Surveying                 |
| 3.  | Curtis Rogers Design Studio, Inc.                 | Landscape Architecture    |
| 4.  | Albright Engineering, dba Snubbs Consultant, Inc. | Signalization, Permitting |
| 5.  |   |                           |
| 6.  |   |                           |
| 7.  |   |                           |
| 8.  |   |                           |
| 9.  |   |                           |
| 10. |   |                           |
| 11. |   |                           |
| 12. |   |                           |
|     |   |                           |
|     |   |                           |
|     |   |                           |
|     |   |                           |
|     |   |                           |
|     |   |                           |
|     |   |                           |

**Exhibit F**  
**CBE Subconsultants and Letters of Intent**



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

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

Solicitation No.: RFQ 2022-2-PW

Project Title: Stirling Road Improvements Project Planning and Engineering Services

Bidder/Offeror Name: R.J. Behar & Company, Inc.

Address: 6861 SW 196, Suite 302 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Robert J. Behar, PE Phone: 954-680-7771

CBE Firm/Supplier Name: Curtis & Rogers Design Studios, Inc.

Address: 3440 Hollywood Boulevard, Suite 415 City: Hollywood State: FL Zip: 33021

Authorized Representative: Aida M. Curtis Phone: 305-442-1774

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

### Work to be performed by CBE Firm

| Description                      | NAICS <sup>1</sup> | CBE Contract Amount <sup>2</sup> | CBE Percentage of Total Project Value |
|----------------------------------|--------------------|----------------------------------|---------------------------------------|
| Landscape Architectural Services | 541320             |                                  | 9.00 %                                |
|                                  |                    |                                  | %                                     |
|                                  |                    |                                  | %                                     |

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

#### CBE Firm/Supplier Authorized Representative

Signature: *Aida M. Curtis* Title: President Date: 12/4/2024

#### Bidder/Offeror Authorized Representative

Signature: *R. J. Behar* Title: President Date: 12/5/2024

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

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

ATTACHMENT O

**LETTER OF INTENT (CBE)**

Project Name: Stirling Road Imp. Project  
Project Number: RFQ. 2022-2-PW

**LETTER OF INTENT**

**To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant**

From (Name of Proposer/Bidder): R.J. Behar & Company, Inc.

Firm Address: 6861 SW 196 Avenue, Suite 302, Pembroke Pines, Florida 33332

Project Description: Stirling Road Improvement Project Planning & Engineering Services

In response to Broward County's RLI/Bid No. RFQ 2022-2-PW, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Curtis & Rogers Design Studio, Inc.

Address of CBE Firm: 3440 Hollywood Boulevard, Suite 415, Hollywood, FL 33021

Expiration of CBE Certification: 4/18/2025 Projected CBE Work Assignment (description of work assignment): Landscape Architecture

Projected Percentage of Prime's Contract Fees to be Awarded to CBE (Percentage %): 9

R. Behar  
(Signature of Owner or Authorized Rep. Prime)

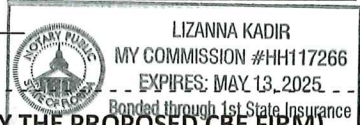
12-5-24  
(Date)

Print Name (owner or authorized Rep. Prime): Robert J. Behar, PE

Subscribed and sworn to before me this 5th day of December 2024.

Notary's Signature: [Signature]

Notary Seal: \_\_\_\_\_



**(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)**

The undersigned intends to perform work in connection with the above Contract as (check one) \_\_\_\_\_ an individual \_\_\_\_\_ a partnership X a corporation \_\_\_\_\_ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

Aida M. Curtis  
(Signature of Owner or Authorized Rep. CBE)

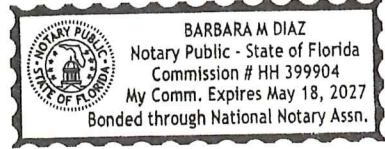
12/04/2024  
(Date)

Print Name (owner or authorized Rep. CBE): Aida M. Curtis

Subscribed and sworn to before me this 4th day of December 2024.

Notary's Signature: [Signature]

Notary Seal: \_\_\_\_\_







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

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

Solicitation No.: RFQ 2022-2-PW

Project Title: Stirling Road Improvements Project Planning and Engineering Services

Bidder/Offeror Name: R.J. Behar & Company, Inc.

Address: 6861 SW 196, Suite 302 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Robert J. Behar, PE Phone: 954-680-7771

CBE Firm/Supplier Name: Engenuity Group, Inc.

Address: 300 Lock Road, Suite 302 City: Deerfield Beach State: FL Zip: 33442

Authorized Representative: C. Andre Rayman, PSM Phone: 954-895-0174

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

### Work to be performed by CBE Firm

| Description                                    | NAICS <sup>1</sup> | CBE Contract Amount <sup>2</sup> | CBE Percentage of Total Project Value |
|--|--------------------|----------------------------------|---------------------------------------|
| Professional Surveying Services & SUE Services | 541370             |                                  | 10.00 %                               |
|  |                    |                                  | %                                     |
|  |                    |                                  | %                                     |

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

#### CBE Firm/Supplier Authorized Representative

Signature: C. Andre Rayman Digitally signed by C. Andre Rayman Date: 2024.12.04 17:10:21 -05'00' Title: President Date: 12/04/2024

#### Bidder/Offeror Authorized Representative

Signature:  Title: President Date: 12-4-2024

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

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

**ATTACHMENT O**

**LETTER OF INTENT (CBE)**

Project Name: Stirling Road Imp. Project  
Project Number: RFQ 2022-2-PW

**LETTER OF INTENT**

**To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant**

From (Name of Proposer/Bidder): R.J. Behar & Company, Inc.

Firm Address: 6861 SW 196 Avenue, Suite 302, Pembroke Pines, Florida 33332

Project Description: Stirling Road Improvement Project Planning & Engineering Services.

In response to Broward County's RLI/Bid No. RFQ 2022-2-PW, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Engenuity Group, Inc.

Address of CBE Firm: 300 Lock Road, Suite 302

Expiration of CBE Certification: 11/26/2025 Projected CBE Work Assignment (description of work assignment): Professional Surveying Services and SUE Services

Projected Percentage of Prime's Contract Fees to be Awarded to CBE (Percentage %): 10

[Signature]

(Signature of Owner or Authorized Rep. Prime)

12-4-24

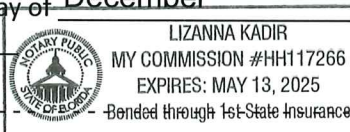
(Date)

Print Name (owner or authorized Rep. Prime): Robert J. Behar

Subscribed and sworn to before me this 4th day of December 2024.

Notary's Signature [Signature]

Notary Seal: \_\_\_\_\_



**(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)**

The undersigned intends to perform work in connection with the above Contract as (check one) X an individual     a partnership     a corporation     a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

C. Andre Rayman Digitally signed by C. Andre Rayman  
Date: 2024.12.04 17:33:48 -05'00'

12/4/2024

(Signature of Owner or Authorized Rep. CBE)

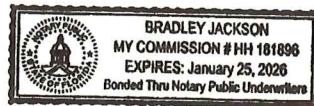
(Date)

Print Name (owner or authorized Rep. CBE): C. Andre Rayman

Subscribed and sworn to before me this 4th day of December 2024.

Notary's Signature: Bradley Jackson Digitally signed by Bradley Jackson  
Date: 2024.12.04 17:33:35 -05'00'

Notary Seal: \_\_\_\_\_





# LETTER OF INTENT

## BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

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

**Solicitation No.:** RFQ 2022-2-PW

**Project Title:** Stirling Road Improvements Project Planning and Engineering Services

**Bidder/Offeror Name:** R.J. Behar & Company, Inc.

Address: 6861 SW 196, Suite 302 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Robert J. Behar, PE Phone: 954-680-7771

**CBE Firm/Supplier Name:** Allbright Engineering

Address: 17901 NW 5th Street, Suite 106A City: Pembroke Pines State: FL Zip: 33029

Authorized Representative: Fernando, Gomez, PE Phone: 954.533.3434


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

### Work to be performed by CBE Firm

| Description                  | NAICS <sup>1</sup> | CBE Contract Amount <sup>2</sup> | CBE Percentage of Total Project Value |
|------------------------------|--------------------|----------------------------------|---------------------------------------|
| Signalization and Permitting | 541330             |                                  | 9.00 %                                |
|                              |                    |                                  | %                                     |
|                              |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: Vice President Date: 12/04/2024

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 12/4/2024

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

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



**ATTACHMENT O**

**LETTER OF INTENT (CBE)**

Project Name: Stirling Road Imp. Project  
Project Number: RFQ 2022-2-PW

**LETTER OF INTENT**

**To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant**

From (Name of Proposer/Bidder): R.J. Behar & Company, Inc.

Firm Address: 6861 SW 196 Avenue, Suite 302, Pembroke Pines, Florida 33332

Project Description: Stirling Road Improvement Project Planning & Engineering Services

In response to Broward County's RLI/Bid No. RFQ 2022-2-PW, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Allbright Engineering, Inc.

Address of CBE Firm: 17901 NW 5th Street, Suite 106A, Pembroke Pines, FL 33029

Expiration of CBE Certification: 1/23/2025 Projected CBE Work Assignment (description of work assignment): Signalization and permitting

Projected Percentage of Prime's Contract Fees to be Awarded to CBE (Percentage %): 9

[Signature] (Signature of Owner or Authorized Rep. Prime) 12-5-24 (Date)

Print Name (owner or authorized Rep. Prime): Robert J. Behar, PE

Subscribed and sworn to before me this 5<sup>th</sup> day of December 2024.

Notary's Signature: [Signature]  
Notary Seal: \_\_\_\_\_



**(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)**

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] (Signature of Owner or Authorized Rep. CBE) 12/5/2024 (Date)

Print Name (owner or authorized Rep. CBE): Fernando Gomez, Vice President

Subscribed and sworn to before me this 5 day of December 2024.

Notary's Signature: [Signature]  
Notary Seal: \_\_\_\_\_





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

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

**Solicitation No.:** RFQ 2022-2-PW

**Project Title:** Stirling Road Improvements Project Planning and Engineering Services

**Bidder/Offeror Name:** R.J. Behar & Company, Inc.

Address: 6861 SW 196, Suite 302 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Robert J. Behar, PE Phone: 954-680-7771

**CBE Firm/Supplier Name:** Arehna Engineering, Inc.

Address: 5389 N. Nob Hill Road City: Sunrise State: FL Zip: 33351

Authorized Representative: Jessica McRory, PE Phone: 813-944-3464

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

### Work to be performed by CBE Firm

| Description  | NAICS <sup>1</sup> | CBE Contract Amount <sup>2</sup> | CBE Percentage of Total Project Value |
|--|--------------------|----------------------------------|---------------------------------------|
| Geotechnical Engineering & Material Testing Services | 541330             |                                  | 3.00 %                                |
|  |                    |                                  | %                                     |
|  |                    |                                  | %                                     |

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 12/04/2024

**Bidder/Offeror Authorized Representative**

Signature:  Title: President Date: 12-5-2024

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

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



**ATTACHMENT O**

**LETTER OF INTENT (CBE)**

Project Name: Stirling Road Imp. Project  
Project Number: RFQ 2022-2-PW

**LETTER OF INTENT**

**To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant**

From (Name of Proposer/Bidder): R.J. Behar & Company, Inc.

Firm Address: 6861 SW 196 Avenue, Suite 302 Pembroke Pines, Florida 33332

Project Description: Stirling Road Improvement Project Planning and Engineering Services

In response to Broward County's RLI/Bid No. RFQ 2022-2-PW, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Arehna Engineering, Inc.

Address of CBE Firm: 5389 N. Nob Hill Road, Sunrise, FL 33351

Expiration of CBE Certification: 5/8/2025 Projected CBE Work Assignment (description of work assignment): Geotechnical Engineering Services and Material Testing

Projected Percentage of Prime's Contract Fees to be Awarded to CBE (Percentage %): 3

RJB  
(Signature of Owner or Authorized Rep. Prime)

12-5-24  
(Date)

Print Name (owner or authorized Rep. Prime): Robert J. Behar, PE

Subscribed and sworn to before me this 5<sup>th</sup> day of December, 2024.

Notary's Signature: [Signature]  
Notary Seal: \_\_\_\_\_



**(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)**

The undersigned intends to perform work in connection with the above Contract as (check one) \_\_\_\_\_ an individual \_\_\_\_\_ a partnership X a corporation \_\_\_\_\_ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

Jessica McRory  
(Signature of Owner or Authorized Rep. CBE) 12/4/2024  
(Date)

Print Name (owner or authorized Rep. CBE): Jessica McRory, PE

Subscribed and sworn to before me this 4 day of December, 2024.

Notary's Signature: Lisa M Stewart  
Notary Seal: \_\_\_\_\_

